

**Mayor**  
Colten Johnson  
**City Council**  
Arlon Chamberlain  
Scott Colson  
Chris Heaton  
Kerry Glover  
J.D. Wright



**KANAB**  
—UTAH—

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

KANAB CITY COUNCIL  
June 13, 2023

Council Chambers, 26 NORTH 100 EAST, KANAB, UTAH

**NOTICE** is hereby given that the Kanab City Council will hold a regular council meeting on the 13th day of June 2023, 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. Liaison Report
2. City Staff Report
3. Other

Business Meeting

1. Call to Order and Roll Call
2. Approval of Minutes of Previous Meeting
3. Approval of Accounts Payable Vouchers
4. 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.
5. Discussion and Consideration of a Resolution Approving a Development Agreement with the Yates Family Revocable Trust and Manzanita Properties, LLC for Parcels K-7-21-ANNEX and K-7-1-ANNEX (700 South and 900 East).
6. Discussion and Consideration of an Ordinance Amending Kanab City Land Use Ordinance, Chapter 4-16 Maximum Height of Fences, Walls, and Hedges.
7. Discussion and Consideration of an Ordinance Amending Kanab City Land Use Ordinance, Chapter 23, Planned Development Overlay.

— A Western Classic —

8. Discussion and Consideration of Payment to Kane County School District for Oversizing of Road and Sewer Infrastructure.
9. Discussion and Consideration of an Ordinance Designating Restricted Areas within Kanab City for the Discharge of Fireworks.
10. Discussion and Consideration of a Resolution Approving the Form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A. Salt Lake City, Utah, and Authorizing the Execution and Delivery Thereof.
11. Discussion and Consideration of the Purchase of Furniture and Equipment for the Kanab Police Station.
12. Discussion and Consideration of the Purchase of a Pool Heater.
13. Discussion and Consideration of a Resolution Proposing a Certified Tax Rate for the City of Kanab for the Fiscal Year 2024 (July 1, 2023-June 30, 2024).

#### 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 Danielle Ramsay at the Kanab City offices.

– A Western Classic –

**Kanab City Council**  
**May 23rd @ 6:30pm**  
**Council Chambers, 26 North 100 East, Kanab Utah**

**Work Meeting**

**1. Liaison Report**

**Councilmember Chamberlain** - Planning & Zoning discussed the Development Agreement with Jeff Yates & Dirk Clayson, the site plan for the Kanab Center remodel, and the fencing regulations in Chapter 4 of the Land Use Ordinances.

**Councilmember Wright** - The Softball Heatstroker took place this past weekend and it was a great success. He expressed appreciation for Sterling Glover's hard work on the event. Babcock Engineering was awarded the Kanab Recreation Center project. Backstops at the baseball fields have been provided by the Goodfellow family at minimal cost and will be installed during the Kane County Sheriff Office service day this coming Friday.

**Councilmember Glover** - The Library Board meeting was held this month. He expressed appreciation for Dave Owens and the work he did for the Arts Board. Councilmember Glover expressed condolences to the Dave Owens' family during this difficult time of his passing.

**Mayor** - Mayor congratulated the Kanab High School Baseball Team and Boys Track Team for winning the state championship.

**Councilmember Heaton** - The Police Station renovations are moving along well. The seasonal wildland firefighters finished their training last week and have begun working on a project at East Zion.

**Councilmember Colson** - The Public Works department is staying busy. Staff is working hard to get the pool open.

**2. City Staff Report** - Mr. Ludwig explained June 1st-7th is the opening for the vacancies for City Council positions. There are three positions open.

City Hall hours will be changing to Monday - Friday 8am-5pm and Friday 8am-12pm.

**Library Director Report** - Ms. Peay reported that her department is working on updating their library regulations. She briefly spoke about potential grants she will be applying for. She spoke about the programs offered at the library. She also shared library stats with the Council.

**3. Other -**

**Business Meeting**

**1. Call to Order and Roll Call** Mayor Johnson called the meeting to order. Councilmember Glover offered the invocation. Councilmember Wright led the pledge of allegiance.

In attendance Kerry Glover, Scott Colson, Chris Heaton, Arlon Chamberlain, JD Wright, City Manager Kyler Ludwig, City Attorney Kent Burggraaf, City Treasurer Danielle Ramsay (arrived late), Building Inspector/Land Use Coordinator, Janae Chatterley was excused.

**2. Approval of Minutes of Previous Meeting** A motion was made by Councilmember Wright and seconded by Councilmember Chamberlain to approve the minutes from the May 9th, 2023 City Council

Meeting with the proposed amendments to Councilmember Wright's liaison report. Motion passed unanimously.

**3. Approval of Accounts Payable Vouchers** A motion was made by Councilmember Heaton and seconded by Councilmember Wright to approve the check registers for May 17th, 2023 in the amount of \$127,913.85, March 17th, 2023 in the amount of \$250.00, May 18th, 2023 in the amount of \$200.00 and May 23rd, 2023 in the amount of \$21,361.01. Motion passed unanimously.

**4. 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.**

Russell Duff - Mr. Duff is a resident of Kanab and lives in the Ranchos on Stewart Drive. He expressed concern for the Public Works dumping rocks near his property. He's concerned about the road eroding.

Melody Hinote - Ms. Hinote commented on Kanab City's water billing and City Office hours. She expressed concern for the process of how water meters are read. She also expressed concern for how late fees on water bills are managed.

**5. Public Hearing, Discussion, and Consideration of a Resolution Approving a Development Agreement with the Yates Family Revocable Trust and Manzanita Properties, LLC for Parcels K-7-21-ANNEX and K-7-1-ANNEX (700 South and 900 East).**

Mr. Ludwig explained the Development Agreement and the allowed uses for the proposed agreement.

Applicant Dirk Clayson highlighted items of the Development Agreement which included item B, item C and item D. He further explained the Agreement, specifically Item 1, item 2, and item 3.

*Mayor Johnson entered into Public Hearing.*

Gayle Locke - Ms. Locke commented on traffic concerns near the intersection by Wendy's Restaurant. She requested that a traffic light be installed at that intersection if the development is approved.

Mayor Johnson clarified that traffic lights are a decision made by the Utah Department of Transportation.

Lisa Allred - Ms. Allred asked if Kanab City taxpayers would pay for road improvements?

*Mayor Johnson exited out of Public Hearing.*

Councilmember Colson expressed frustration for the Development Agreement as it was presented. He further commented that more discussion should take place.

Councilmember Glover expressed opposition to the Development Agreement. He feels like there is still a lot of work to be done on the Agreement.

Councilmember Wright also expressed concerns for the Development Agreement and the listed uses.

Councilmember Chamberlain expressed that it seems the Developers are trying to cover their bases due to the economy. He requested more specific information from the Developers and would like to continue to work with them.

Councilmember Heaton expressed concerns with the concept of passing zones with conditions.

Mr. Clayson addressed the Council's concerns and welcomed the opportunity to discuss the Agreement in more detail with the Council.

A motion was made by Councilmember Heaton and seconded by Councilmember Colson to continue the agenda item to the June 13th City Council Meeting. Motion passed unanimously.

*Discussion for Agenda items 6-8 were combined.*

*Public Hearing for Agenda items 6-8 were combined.*

**6. Public Hearing, Discussion, and Consideration of an Ordinance Approving a Zone Change for Parcel K-39-43-Annex From RA to R-1-8.**

Mr. Ludwig explained that Property Owner Z7 Development LLC is requesting a zone change to rezone parcel K-39-43-Annex from Residential Agriculture (RA) to Single Family Residential (R-1-8). This parcel was recently annexed into the city and at that time a zoning designation of RA was assigned.

Mr. Ludwig explained that assigning an R-1-8 zone is consistent with the Kanab City Future Land Use Map designation of MDR/GC/AG. The requested zone of R-1-8 is not consistent with the adjacent properties that are zoned RA and RR-1. The Planning Commission made a negative recommendation for the zone change of RA to R-1-8 resulting in a unanimous vote.

Mr. Ludwig explained that Property Owner Z7 Development LLC is requesting a zone change to rezone parcel K-39-42-Annex from Residential Agriculture (RA) to Commercial (C-3). This parcel was recently annexed into the city and at that time a zoning designation of RA was assigned. The Planning Commission made a negative recommendation for the zone change of RA to C-3 resulting in a unanimous vote. Assigning a C-3 zone is consistent with the Kanab City Future Land Use Map designation of MDR/GC/AG. The requested zone of C-3 is consistent with the properties to the west and inconsistent with the properties to the north, south and east. The surrounding parcels are a mix of developed and undeveloped properties.

Mr. Ludwig explained that Property Owner Z7 Development LLC is requesting a zone change to rezone parcel K-39-41-Annex from Residential Agriculture (RA) to Manufacturing (M-2). This parcel was recently annexed into the city and at that time a zoning designation of RA was assigned.

Mr. Ludwig explained that assigning a M-2 zone is not consistent with the Kanab City Future Land Use Map designation of MDR/GC/AG. The requested zone of M-2 is consistent with the properties to the south and west, and inconsistent with the properties to the north, and west. The Planning Commission made a positive recommendation for the zone change of RA to M-2 resulting in a unanimous vote.

Applicant Chase Stratton with Z7 Development LLC explained the proposed development beginning with the requested zone change of R-1-8. He proposed that with the zone change there be a development agreement in place that allows for ten acres to be zoned agriculture and the local FFA (Future Farmers of

America) group would be allowed to use the land. This agreement would allow the usage for up to fifteen years. After fifteen years,

Mr. Stratton explained that with the uniqueness of the development and the concerns that community members have, a development agreement is the best course of action. He further explained that Z7 Development LLC is requesting the frontage property along highway 89 be zoned C-3. He explained that they would include that the development won't negatively impact the water shares in the development agreement.

Mr. Stratton addressed concern for an asphalt plant in the requested M-2 zone. He explained that they would be willing to include in a development agreement that an asphalt plant isn't permitted.

Mayor Johnson asked for clarification on conditional uses.

Mr. Burggraaf explained conditional uses in brief detail.

*Mayor Johnson entered into Public Hearing.*

Melody Hinote - Ms. Hinote explained that she loves the feel of Kanab and asked if we're ready to give that up.

Gwen Brown - Ms. Brown would like to see the agricultural property preserved and urged the Council to deny the proposed zone change.

Gayle Locke - Ms. Locke expressed concern for all of the potential uses under the proposed zone changes.

Danny Little - Mr. Little expressed concern for the requested zone changes with the growth that will take place. He is the manager of Kane County Landfill and explained the negative impact the growth has on the landfill.

Casey Glover - Mr. Glover explained that he feels like we are losing our community. He spoke about Kanab City's General Plan. He listed items in the General Plan that Kanab residents were concerned about when a survey was done which included: avoid sprawl, no large corporations, keep it rural, preserve agriculture, non-polluting commercial, slow growth, and enforce zoning. He feels like Kanab needs an agricultural type development for the residents now and in the future.

Bryant Shakespear - Mr. Shakespear commented that he is a property owner on 1100 South. He complimented the efforts that have been made on the north end of Kanab in the past and would like to see similar efforts on the south end of town. He expressed concerns on the growth Kanab and Kane County is experiencing. He works in the power industry and expressed concern for the amount of development that is taking place and the demand it will have.

Bob Woods - Mr. Woods commented that he lives south of the airport. He expressed concern the requested zone change will ruin the small rural town that Kanab is.

Que Johnson - Mr. Johnson commented on private property rights. He agrees that agriculture is important but agrees with private property rights.

Becky Glover - Ms. Glover feels it's in the best interest of the community to leave the agricultural land as it is so that it can be a future opportunity for those that want to be self-sufficient. She explained that there are over two thousand units that have been approved. She feels we have a building problem, not a zoning problem. She further commented that she wants Kanab to be smart with the growth, utilize the land we have in the right ways and not take away opportunities for others and future generations. She asked the Council to vote the way the community wants, not the way a person from outside the community who didn't elect them into their positions.

Lisa Allred - Ms. Allred expressed frustration with the Developer.

Curt Robinson - Mr. Robinson commented that he is a resident that the requested zone change will affect. He commented that he would like to see large lots next to his property. He expressed opposition to smaller lots. He understands that change will happen but he would like to see lot sizes consistent with what currently exists.

Carrie Duff - Ms. Duff commented that she agrees with the right to sell. She appreciates the concessions the developer stated he is willing to make. She expressed appreciation for City and County leaders but feels there is a not in my backyard mentality and she feels it's unfortunate. She expressed that there are people that want to live in Kanab, pay taxes and continue to make the community grow and she feels that sometimes that isn't a bad thing.

Dave Bischoff - Mr. Bischoff commented that he is a property owner on 1100 South and Kanab Creek Drive. He is opposed to requested zone change. He agrees with larger lots and with the current zoning.

Mike Noel - Mr. Noel commented on the heritage of Kanab and that he has a strong connection to Kanab. He commented that he doesn't believe in taking private property rights from property owners.

Tracy Glover - Mr. Glover commented that he is a long-time resident of Kanab and Kane County. He feels that property shouldn't be purchased with the entitlement of zone changes. He commented that is not an entitlement people have with their property rights. When zone changes are approved, it affects other property owner's rights in doing that. He commented that zone changes need to be carefully considered.

Lindsey Jones - Ms. Jones commented that she grew up in Kanab her family is from Kanab. She feels that we are selling Kanab for money and it's changing the way of life for her kids and grandkids. She believes in property rights but the property was bought with agriculture zoning and it should stay that zoning.

Dirk Clayson - Mr. Clayson commented on water shares and protecting agriculture property. He explained that he has done a lot to protect agriculture in the area. He commented that if we want to preserve agriculture we need to create Farmer's Markets and retail benefits for it.

*Mayor Johnson exited out of Public Hearing.*

Mayor Johnson and Council discussed the requested zone changes in great detail. Mayor Johnson and the Councilmembers expressed their thoughts on the requested zone changes.

A motion was made by Councilmember Wright and seconded by Councilmember Glover to deny the application for a zone change from RA to R-1-8 on Parcel K-39-43 Annex. Motion failed by roll call vote.

Councilmember Chamberlain - NAY  
Council Member Wright - YES  
Councilmember Glover - YES  
Councilmember Heaton - NAY  
Councilmember Colson - NAY

A motion was made by Councilmember Chamberlain and seconded by Councilmember Heaton to approve Ordinance 5-4-23 O, An Ordinance approving a zone change for Parcel K-39-43-Annex from RA to R-1-8 with the additional conditions being added to the Ordinance. Namely that an approved Development Agreement is presented to and approved by the City Council within four months and an additional condition that lot lines be adjusted or created to mirror the zones and would include an agricultural parcel for the northern portion. Motion passed by roll call vote.

Councilmember Chamberlain - YES  
Council Member Wright - NAY  
Councilmember Glover - NAY  
Councilmember Heaton - YES  
Councilmember Colson - YES

**7. Public Hearing, Discussion, and Consideration of an Ordinance Approving a Zone Change for Parcel K-39-42-Annex From RA to C3.**

A motion was made by Councilmember Colson and seconded by Councilmember Chamberlain to approve the application for a zone change from RA to C-3 on Parcel K-39-42-Annex and adopt Ordinance 5-5-23 O, based on the finding and conditions outlined in Staff Report #2023019 with the conditions that a Development Agreement be approved by the City Council within four months and the Developer will create lot lines as necessary.

Councilmember Wright expressed opposition to Development Agreements. Further discussion took place between the Council regarding Development Agreements. Mr. Burggraaf provided clarification on Development Agreements.

Councilmember Chamberlain - YES  
Council Member Wright - NAY  
Councilmember Glover - NAY  
Councilmember Heaton - YES  
Councilmember Colson - YES

Motion passed by roll call vote.

**8. Public Hearing, Discussion, and Consideration of an Ordinance Approving a Zone Change for Parcel K-39-41-Annex From RA to M2.**



A motion was made by Councilmember Wright and seconded by Councilmember Glover to deny the application for a zone change from RA to M-2 on Parcel K-39-41-Annex. Motion failed by roll call vote.

Councilmember Chamberlain - NAY  
Council Member Wright - YES  
Councilmember Glover - YES  
Councilmember Heaton - NAY  
Councilmember Colson - NAY

A motion was made by Councilmember Colson and seconded by Councilmember Heaton to approve the application for a zone change from RA to M-2 on Parcel K-39-41-Annex and adopt Ordinance 5-6-23 O, based on the finding and conditions outlined in Staff Report #2023020 with the condition of a Development Agreement within four months and with the condition of lot line adjustments. Motion passed by roll call vote.

Councilmember Chamberlain - YES  
Council Member Wright - NAY  
Councilmember Glover - NAY  
Councilmember Heaton - YES  
Councilmember Colson - YES

#### **9. Discussion and Consideration of a Resolution Approving Kanab City Library Policies.**

Kyler explained that during their May meeting the Library Board voted to recommend approval for the proposed Library Policies. The policies are required for state accreditation and for many grant opportunities. Within the policies the following criteria are established to review materials for the collection.

1. Authoritativeness
2. Social significance
3. Presentation of various sides of controversial issues
4. Balancing of several groups' interests with general demand
5. High standards of quality in content, expression, and format
6. Accurate information
7. Clear presentation and readability
8. Timeliness or permanence of the material
9. Potential use or patron demand
10. Reflection of the unique needs and interest of the community
11. Inclusion in standard bibliographies, indexes, or review resources

Library Director, Janalee Peay further explained the proposed Library Policies.

The City Council and Mayor Johnson thanked Ms. Peay for her hard work as Library Director and on the Library Policies.

A motion was made by Councilmember Glover and seconded by Councilmember Heaton to approve Resolution 5-3-23 R, A Resolution Approving the Kanab City Library Policies with references to specific fees and fines removed from the Policy. Motion passed unanimously by roll call vote.

Councilmember Chamberlain - YES  
Council Member Wright - YES  
Councilmember Glover - YES  
Councilmember Heaton - YES  
Councilmember Colson - YES

**10. Discussion and Consideration of a Resolution Authorizing Kane County to use City Property Adjacent to the Kanab Center for Western Legends and Balloons and Tunes.**

Mr. Ludwig explained that since the last City Council Meeting when this item was discussed, a meeting took place with City and County Staff to mitigate concerns that were brought up by Council.

Applicant Jayme Church with Kane County Tourism Office explained that they are trying to bring new ideas to Western Legends which is requiring more space for the event. She also addressed concerns that were discussed by the Council in the May 9th City Council Meeting.

Mr. Ludwig explained the proposed Resolution in detail.

A motion was made by Councilmember Glover and seconded by Councilmember Chamberlain to approve Resolution 5-4-23 R, A Resolution Authorizing Kane County to use City Parcel K-23-2 to Host Vendors for Western Legends and Balloons & Tunes. Motion passed unanimously by roll call vote.

Councilmember Chamberlain - YES  
Council Member Wright - YES  
Councilmember Glover - YES  
Councilmember Heaton - YES  
Councilmember Colson - YES

**11. Discussion on Sales and Use Taxes**

Mr. Ludwig explained as part of the budget process, the City Council annually reviews sales tax collection. Kanab currently has a Sales and Use tax rate of 8.2%. The Sales tax collection brings in approximately 2.5 million dollars annually. This accounts for about half of the City's General Fund Budget. Kane County is currently proposing an additional .25% sales tax for road and transportation infrastructure. The City Council has the legal authority to increase the resort community sales tax by .1% which would generate just over \$100,000 annually. Implementing this tax would cost shoppers \$1 for every \$1,000 they spend in Kanab. An additional .5% sales tax could be implemented by the voters of Kanab through the resort community tax.

A motion was made by Councilmember Wright and seconded by Councilmember Glover to adjourn the meeting. Motion passed unanimously.

**Mayor**  
Colten Johnson  
**City Council**  
Arlon Chamberlain  
Scott Colson  
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Kerry Glover



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

**DATE:** June 13, 2023  
**TO:** Mayor and City Council  
**SUBJECT:** Development Agreement K-7-21-Annex and K-7-1-Annex  
**PREPARED BY:** City Manager, Kyler Ludwig

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**Background:**

Property Owner Jeff Yates and Dirk Clayson represented by Jeff Yates, requested a zone change to rezone parcel K-7-21-Annex and K-7-1-Annex from Rural Residential (RR-1) to Commercial Zone (C-3).

On March 14, 2023 the City Council made a motion to approve Ordinance 3-1-23 O, An Ordinance Approving a Zone Change for Parcel K-7-21-ANNEX and K-7-1-ANNEX from RR-1 to C-3 (700 South and 900 East) with the conditions that a development agreement is agreed upon by June 13, 2023 between the City and the Applicant. Motion passed unanimously by roll call vote.

Planning Commission discussed the Development Agreement on May 16, 2023. There were a few questions to clarify the proposed use as a Mobile Home Park and the language in the agreement that individual spots would not be rented out to move in-person property. Planning Commission made a positive recommendation to City Council with a unanimous vote. (The agreement has changed substantially since a review by the Planning Commission).

On May 23<sup>rd</sup> the Council discussed the Development Agreement but felt that it had strayed from what the property owners had requested at the March 14<sup>th</sup> meeting (Storage units, mobile home park).

The developers have provided an updated agreement to be reviewed by the City Council. Failure to approve a development agreement by June 13 will result in the zone change to C-3 not taking effect.

**Analysis:**

The updated development agreement focuses the future development in this C-3 zone to single-family or duplex housing. An attached land use chart to the agreement indicates the development

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is also interested in having a Florist Shop, Mobile Home Park, Multi-Family Units, and a variety of other commercial uses for “Amenities” as defined in the agreement.

**Legal:**

Approved as to form

**Financial:**

NA

**Recommendations/Actions:** It is recommended the City Council:

The proposed development agreement has changed from when it was reviewed by the planning commission; staff does not feel comfortable using their positive recommendation on this current development agreement.

Staff is not in favor of using development agreements to justify zone changes.

A proposed resolution approving the agreement has been prepared.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT  
WITH THE YATES FAMILY REVOCABLE TRUST AND MANZANITA PROPERTIES ON  
PARCELS K-7-21-ANNEX AND K-7-1-ANNEX**

**WHEREAS**, the Kanab City Council (the “Council”) met in regular session on May 23, 2023, to discuss, among other things, approving a development agreement between Kanab City (“City”) and The Yates Family Revocable Trust and Manzanita Properties, LLC (collectively the “Developer”).

**WHEREAS**, Developer intends to develop, parcels K-7-21-Annex and K-7-1-Annex;

**WHEREAS**, parcels K-7-21-Annex and K-7-1-Annex were recently rezoned to C-3 conditioned upon the City and Developer entering into a development agreement;

**WHEREAS**, Kanab City desires to limit the allowable uses of the property, through a development agreement, to limit some of the C-3 permitted uses and restrict the development of the property to residential and residential amenities uses;

**WHEREAS**, Developer intends to develop the property into a high-density housing development to provide housing for the following types of uses: Single family; duplex or multiple family; and town home properties; along with supporting amenities;

**WHEREAS**, on May 16, 2023 the Kanab Planning Commission met to discuss the proposed development agreement and gave a unanimous recommendation of approval to the City Council;

**WHEREAS**, on May 23, 2023 during the regularly scheduled City Council Meeting a public hearing was held to discuss the proposed development agreement;

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

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

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

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

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

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

This Resolution shall be effective upon passage.

**PASSED AND RESOLVED** this 13th day of June, 2023.

KANAB CITY

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
RECORDER

**VOTING:**

Arlon Chamberlain	Yea	___	Nay	___
J.D. Wright	Yea	___	Nay	___
Kerry Glover	Yea	___	Nay	___
Scott Colson	Yea	___	Nay	___
Chris Heaton	Yea	___	Nay	___

Upon recording, return to:

Jeffrey J Yates  
PO Box 75  
Kanab, UT 84741

Tax ID/ Parcels K-7-21-ANNEX and K-7-1-ANNEX

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**DEVELOPMENT AGREEMENT  
(K-7-21-ANNEX & K-7-1-ANNEX)**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”) by and between Kanab City, a Utah municipal corporation (the “**City**”) and The Yates Family Revocable Trust, dated August 27, 2021 and Manzanita Properties, LLC, a Utah limited liability company (collectively the “**Developer**”). The City and Developer may be hereinafter collectively referred to as (“**Parties**”) and individually as a (“**Party**”).

**RECITALS**

A The Developer intends to develop, parcels K-7-21-Annex and K-7-1-Annex. See Exhibit “A”, (“**The Property**”), containing approximately 12.61 acres. This property was recently rezoned to C-3 conditioned upon the Parties entering into an approved and recordable development agreement. This agreement is intended to satisfy the intent of that requirement.

B Kanab City desires to limit the allowable uses of the property, through a development agreement, to limit some of the C-3 permitted uses and restrict the development of the property to residential and residential amenities uses.

C The Developer intends to develop the property into a ~~high-density~~ housing development to provide housing for the following types of uses: Single family ~~and duplex or multiple family; and town home properties~~; along with supporting amenities.

D The Developer does not intend on developing rental spaces that allow for individuals to place their privately owned housing units onto rental spaces such as a traditional RV or mobile home park.

~~ED~~ Developer and the City desire to enter into this Agreement for the purpose of vesting the development rights of the Property in order to implement a site plan or planned unit development plan and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable State law, City code, policies, guidelines and regulations. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of *Utah Code Ann.* § 10-9a-102 (2022).

~~FE~~ This development agreement is intended to be fairly simple to satisfy the conditions of the City regarding the approval of the C-3 zone condition. The Developer intends to move forward with additional approval processes via site plan and subdivision plat process or a planned unit development according to allowable options as additional design work is completed.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1 Access to the project shall be provided along the currently un-platted 700 South Street connecting to Chinle Drive. The Developer has fee simple ownership of the south portion of 700 South and has an agreement with Garkane Energy requiring Garkane Energy to deed the north half of the street conditioned upon the Developer providing a drainage retention offset equivalent to the retention allowed in the current design. See Exhibit "B"

2 The Developer agrees to provide an access street design and entrance to the property that will be designed to ensure that there will be no additional flooding risk to the parcel boarding to the south of the new 700 South Road.

3 The Developer intends to create a development for quality housing project to support areas that are helpful for the housing needs in the area that also allow for some flexibility in converting uses as demand conditions may change in the following areas:

- A- Affordable quality housing.
- B- Housing for elderly that can provide for easy access and connectivity to services.
- C- Housing for local workforce needs.

~~D- Housing for intern projects or community projects, trail building, archeology, college extension programs, etc.~~

These needs can be met by developing ~~high density~~ housing development where outside maintenance is limited, such as high-density single family, ~~multiple family, and dormitory housing,~~ or duplex housing.

4 The Developer shall not have full use of the C-3 zone permitted and conditional uses, but shall be limited to the following uses, as listed in the land use chart of Chapter 20 of the Kanab City Land Use Ordinance:

- A- Rights to all permitted residential uses for single family or duplex housing in this zone or in a planned unit development
- B- Items associated with a residential development common use areas such as:

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- 1- Recreational uses.
- 2- Education Facilities.
- 3- Garden Spaces.
- 4- Open Spaces.
- 5- Services such as laundry, food, supplies, retail.
- 6- Reception, meeting and gathering spaces.
- 7- Maintenance facilities.

Note these items are also more fully listed on the attached Land Use Chart. In addition, these items will only be allowed as an amenity to the housing development. For example, storage units may be allowed only for the homes developed in the development or a theater may be allowed as part of the common amenities conference room facilities where a projector system may be used to show movies, do presentations or have educational information presented, but there would not be a theater built to attract the public too.

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- ~~C- Recreational uses~~
- ~~D- Educational facilities~~
- ~~E- Garden spaces~~
- ~~F- Open spaces~~
- ~~G- Services such as laundry, food, supplies, retail sales~~
- ~~H- Reception and gathering areas.~~
- ~~I- Maintenance facilities~~

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57 The attached Land Use Chart, See included as Exhibit "C", Modified Land use Chart, shall be used to govern allowed uses. Uses are allowed, allowed as an amenity or not allowed.

6 Except where modified, restricted, or otherwise specifically adjusted herein, Developer shall be subject to all local ordinances in developing the Property. The City shall not otherwise restrict Developer, except as permitted by local or state law.

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78 Developer 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, specifically giving up the ability to develop the Property as would otherwise be permitted. Developer further acknowledges that by entering into this Agreement it is accepting the limited permitted and conditional uses and giving up the permitted and conditional uses otherwise listed in the land use chart of Chapter 20 of the Kanab City Land Use Ordinance.

89 Binding effect. This agreement 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, bind all successors, heirs, and assigns to the property.

910 Both Parties acknowledge that they have had time and opportunity to consult legal counsel before entering into this Agreement.

104 Modifications to agreement. Any modifications or cancelation of this agreement can be made with the approval of both parties and with a properly recorded document memorializing the modification or cancellation.

*[Signatures on the following pages]*

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

**THE YATES FAMILY REVOCABLE TRUST 8-27-12**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Trustee

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH                    )

:ss

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he is the Trustee of The Yates Family Revocable Trust, dated August 27, 2012 and has the authority to sign for said Trust and is the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Notary Public

**Manzanita Properties, LLC**  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  :SS  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he is the Manager of Manzanita Properties, LLC and has the authority to sign for said limited liability company and is the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Notary Public

**Kanab City**

A Utah municipal corporation

Attest:

\_\_\_\_\_  
Colten Johnson, Mayor

\_\_\_\_\_  
Celeste Cram, City Recorder

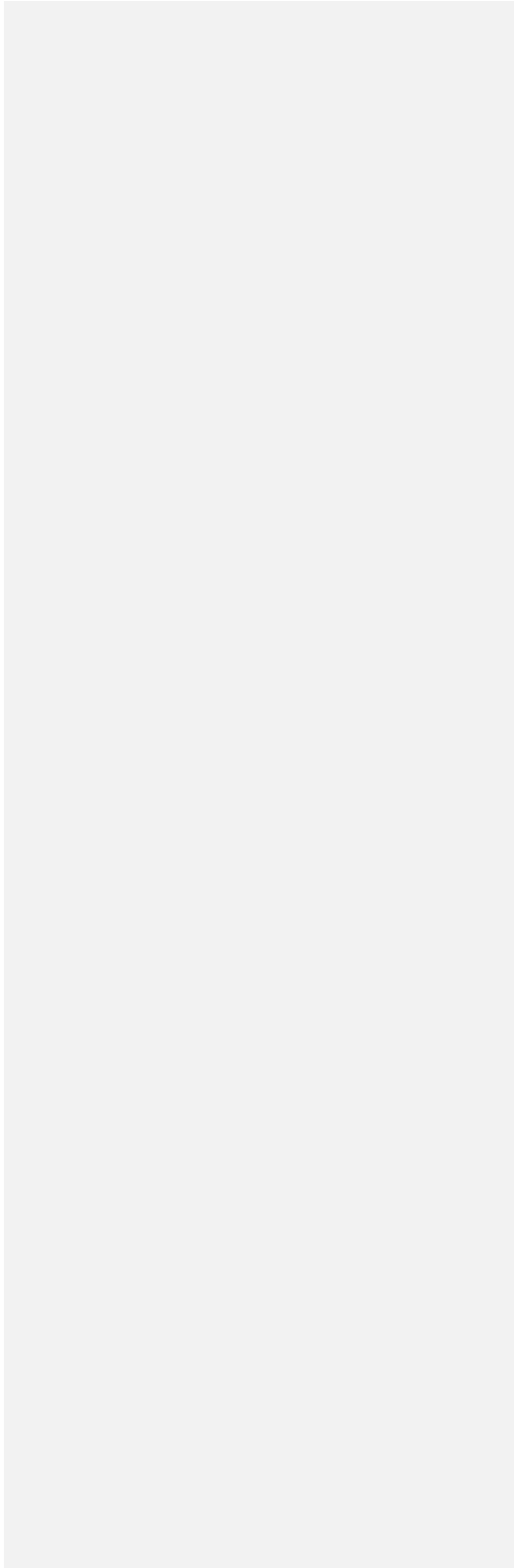
**CITY ACKNOWLEDGMENT**

STATE OF UTAH            )  
                                      :SS  
COUNTY OF KANE        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_, 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 \_\_\_\_\_ 2023.

\_\_\_\_\_  
Notary Public



**Exhibit A**  
Legal Description of the Property

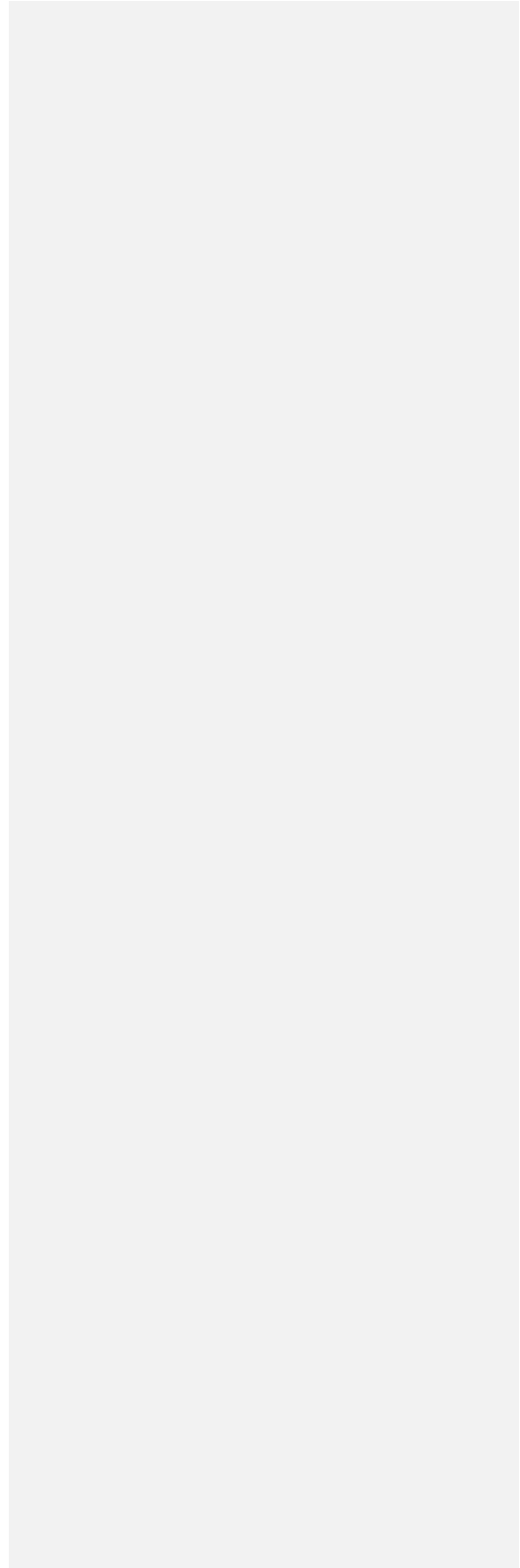
**Parcel K-7-21-ANNEX**

BEG AT THE 1/4 COR OF SEC'S 27 & 34 T43S R6W SLB&M & RUN TH S 00°07'00" W ALG THE N-S CENTERLINE OF SAID SEC 34, 672.55 FT; TH N 89°54'05" E 643.50 FT; TH N 00°07'00" E 638.84 FT; TH N 89°57'51" E 670.76 FT TO THE N-S CENTERLINE OF THE NW/4 OF SAID SEC 34; TH N 00°09'55" E ALG THE N-S CENTERLINE OF THE NW/4 OF SAID SEC 34, 33.0 FT TO THE E 1/16 COR OF SAID SEC'S 27 & 34; TH S 89°57'51" W ALG THE LINE BETWEEN SAID SEC'S 27 & 34, 1,314.29 FT TO THE PT OF BEG. CONT 10.52 AC, M/L.  
TOG WITH R/W EASEMENT FOR PUBLIC UTILITIES & ROADWAY PURPOSES OVER & ACROSS THE DESC PROP: COMM AT THE 1/4 COR OF SEC'S 27 & 34, T43S R6W, SLB&M, UTAH; & RUN TH S 00°07'00" W ALG THE N-S CENTERLINE OF SAID SEC 34, 672.55 FT; TH N 89°54'04" E 610.50 FT TO THE TRUE PT OF BEG; TH S 00°07'00" W 102.61 FT; TH N 89°50'15" E 1030.33 FT TO THE W'LY R/W LINE OF OLD HWY KNOWN AS PROJECT S-280, STATE ROAD COMMISSION, WHICH PT IS ON A CURVE; TH NW'LY ALG A CURVE TO THE LEFT, CONCAVE W'LY, WITH AN ARC LENGTH OF 54.30 FT, RADIUS OF 9797.18 FT & A LONG CORD THAT BEARS N 23°06'47" W A DISTANCE OF 54.30 FT; TH S 89°50'15" W 975.92 FT, TH N 00°07'00" E 52.58 FT; TH S 89°54'04" W 33.00 FT TO THE TRUE PT OF BEG.

**Parcel K-7-1-ANNEX**

COMM AT THE 1/4 COR OF SEC'S 27 & 34 T43S R6W SLB&M & RUN TH N 89°57'51" E ALG THE LINE BETWEEN SAID SEC'S 27 & 34, 178.24 FT TO THE TRUE PT OF BEG; TH N 38°18'07" E 53.84 FT; TH N 29°00'45" E 215.93 FT; TH N 89°57'50" E 327.02 FT; TH S 00°02'09" E 231.0 FT TO THE LINE BETWEEN SAID SEC'S 27 & 34; TH S 89°57'51" W ALG THE LINE BETWEEN SAID SEC'S 27 & 34, 465.26 FT TO THE TRUE PT OF BEG. CONT 2.086 AC M/L.  
(BEING IN SEC 27)

**Exhibit B**  
Garkane Energy Agreement



[Exhibit B](#)  
[Modified Land use Chart](#)



# Exhibit C

## Modified Land Use Chart

# Kanab

### Land Use Ordinance

### Chapter 20 – Commercial Zones

Parcels K-7-21 Annex & K-7-1-Annex

#### Section 20-10 Land Use Chart and Exhibits A & B

A. Land Use Chart – Permitted (P) and Conditional (C) Uses

LAND USE CHART COMMERCIAL	ZONES			
	C1	C2	C3	CPD
Agricultural Crop Sales (Farm Only)	-	-	P	-
Airport Support Facility	-	-	P	P
Amphitheater	C	C	C	C
Antique / Secondhand Store	P	P	P	P
Apartment(s)*	-	P	P	C
Arcade (Games/Food)	P	P	P	P
Archery Range / Course Outdoor	-	C	C	C
Art Gallery	P	P	P	P
Auto / Boat Dealer	-	-	P	C
Auto Rental / Sales	-	C	P	C
Auto Service Station	-	P	P	C
Auto Supply Store	P	P	P	P
Bar Establishment	-	-	-	-
Beauty Salon	P	P	P	P
Bed and Breakfast / Short-term Vacation Rental	P	P	P	-
Bowling Alley	P	P	P	P
Brewery (Large)	-	-	-	-
Brewery (Small) Restaurant	P	P	P	P
Cemetery	-	-	C	-
Church	P	P	P	P
College / University	P	P	P	P
Commercial Marine Supply	-	P	P	C
Commercial / Residential Mix*	P	P	P	P
Communications Facility	-	-	P	C
Conference / Convention Center	P	P	P	P
Construction Trade and Storage	-	-	C	-
Convalescent Center / Nursing Home	C	P	P	P
Convenience Store	P	P	P	P

Per Terms of  
Development Agreement

**Allowed**

**Not Allowed**

**Allowed as an Amenity**

**Not Allowed**

**Allowed, Single Family / Duplex**

**Allowed as an Amenity**

**Not Allowed**

**Allowed as an Amenity**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

**Not Allowed**

# Kanab

## Land Use Ordinance

### Chapter 20 – Commercial Zones

LAND USE CHART COMMERCIAL	ZONES			
	C1	C2	C3	CPD
Day Care I (under 6 children)	-	P	P	C
Day Care II (over 6 children)	-	P	P	C
Distillery	-	-	-	-
Dry Cleaner	P	P	P	P
Drug Store	P	P	P	P
Elementary – Jr. High	-	P	P	P
Espresso Stand	P	P	P	P
Event Center	P	P	P	P
Farmer’s Market	P	P	P	P
Farm Equipment Sales	-	P	P	P
Financial Institution	P	P	P	P
Florist Shop	P	P	P	P
Food Truck Parks	-	-	-	-
Food Truck Vendors	P	P	P	P
Funeral Home/Crematory	-	P	P	-
Garage/Vehicle Repair	-	P	P	C
Gas Station	-	P	P	C
General Retail and Services	P	P	P	P
Grocery Store	P	P	P	C
Group Home	-	-	P	C
Halfway House	-	-	P	C
Hardware / Garden Material	-	P	P	C
Health Club	P	P	P	P
High School	-	P	P	-
Hospital	-	-	P	-
Hotel / Motel / Extended-Stay	P	P	P	C
Kennel / Public	-	-	P	-
Landscaping Business	-	-	P	-
Laundromat	P	P	P	P
Library	P	P	P	P
Liquor Store / Packaging Agency	P	P	P	C
Live or amplified music	P	P	P	P

#### Per Terms of Development Agreement

Allowed as an Amenity  
Allowed as an Amenity

Not Allowed

Not Allowed

Not Allowed

Not Allowed

Not Allowed

Allowed as an Amenity

Allowed

Not Allowed

Not Allowed

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Not Allowed

Allowed as an Amenity

Not Allowed

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Not Allowed

Allowed as an Amenity

# Kanab

## Land Use Ordinance

### Chapter 20 – Commercial Zones

LAND USE CHART COMMERCIAL	ZONES			
	C1	C2	C3	CPD
Media Material	P	P	P	P
Medical / Dental Lab	-	P	P	P
Misc. Equipment Rental Facility	-	P	P	-
Miscellaneous Health	P	P	P	P
Mobile / Park Model Home Park	-	-	P	-
Mobile Vendor	P	P	P	P
Multi-family Dwelling Units*	-	P	P	P
Museum	P	P	P	P
Park	P	P	P	P
Photographic and Electronic Store	P	P	P	P
Police / Fire Facility	P	P	P	P
Preschool	-	P	P	P
Printing / Publishing	P	P	P	P
Professional Office	P	P	P	P
Public / Private Parking	P	P	P	P
Recreational Center	P	P	P	P
Restaurant	P	P	P	P
RV / Camp Park	-	P	P	-
Self-Service Storage	-	-	P	-
Sexually Oriented Business	-	-	-	-
Shooting / Archery Range Indoor	C	P	P	P
Single Detached Dwelling Unit*	-	P	P	-
Single Attached Dwelling Unit*	-	P	P	-
Social / Public Agency offices	P	P	P	P
Tavern	-	-	-	-
Theater	P	P	P	P
Towing Operation	-	P	P	-
Truck Stop	-	-	P	-
Two-family Dwelling Units*	-	P	P	-

#### Per Terms of Development Agreement

**Not Allowed**  
**Not Allowed**  
**Not Allowed**  
**Not Allowed**  
**Allowed**  
**Not Allowed**  
**Allowed, Duplex Only**  
**Not Allowed**  
**Allowed as an Amenity**  
**Not Allowed**  
**Not Allowed**  
**Allowed as an Amenity**  
**Not Allowed**  
**Allowed as an Amenity**  
**Allowed as an Amenity**  
**Allowed as an Amenity**  
**Allowed as an Amenity**  
**Not Allowed**  
**Not Allowed**  
**Allowed**  
**Allowed**  
**Not Allowed**  
**Not Allowed**  
**Allowed as an Amenity**  
**Not Allowed**  
**Not Allowed**  
**Allowed**

# Kanab

## Land Use Ordinance

### Chapter 20 – Commercial Zones

LAND USE CHART COMMERCIAL	ZONES				Per Terms of Development Agreement
	C1	C2	C3	CPD	
Veterinary Clinic large animal	-	-	P	-	<b>Not Allowed</b>
Veterinary Clinic small animal	-	P	P	C	<b>Not Allowed</b>
Vocational School	-	P	P	C	<b>Not Allowed</b>
Youth Home	-	P	P	-	<b>Not Allowed</b>
Wholesale / Bulk Store	-	P	P	-	<b>Not Allowed</b>
Wireless Telecommunications retail	P	P	P	P	<b>Not Allowed</b>
Wood Products Sales	-	C	P	-	<b>Not Allowed</b>
Zip Lines	-	-	C	-	<b>Not Allowed</b>

\* Commercial / Residential Mix:

In a Commercial/Residential mix, a commercial use is required on the main (ground) floor for all properties that have frontage along Highway 89 and Highway 89A, in the area of 400 North through Center Street, continuing on 100 East to 700 South and headed East on Highway 89A to 650 East. Residential use is permitted to be on any level above the main (ground) floor. Residential uses for "Commercial / Residential Mix" may include one or more units.

# ENTRY NO. 00163262

08/27/2014 12:53:45 PM B: 0438 P: 0991

Easements and Right of Ways PAGE 1 / 3

VERJEAN CARUSO, KANE COUNTY RECORDER

FEE \$ 14.00 BY GARKANE

Tax ID No. K-7-24-Annex



**EASEMENT FORM** Jeffrey J. Yates and Jennefer L. Yates,  
Trustees of The Yates Family Revocable  
Trust, dated August 27, 2012

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Garkane Energy Cooperative, Inc., a Utah non-profit corporation, does hereby grant unto, Yates Family Revocable Trust and C. Dirk Clayson, whose post office address is 7 West Center, Kanab, Utah 84741, and to their successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kane, State of Utah and more particularly described as follows:

COMMENCING at the South Quarter Corner of Section 27, Township 43 South, Range 6 West, Salt Lake Base and Meridian; thence along the South Section line of said Section 27, South 89°23'41" East 643.39 feet to the TRUE POINT OF BEGINNING, also being the Southwest Corner of Parcel No. K-7-24-Annex; thence along said Section line and the south boundary of said Parcel, South 89°23'41" East 635.95 feet to the Westerly right-of-way line of Chinle Drive; thence along said right-of-way line North 27°13'23" West 70.80 feet to a non-tangent curve; thence along said curve concave westerly with an arc length of 40.82 feet, a radius of 25.00 feet, a central angle of 93°32'58" and a long chord that bears South 19°33'06" West 36.43 feet, a radius of 125.00 feet, a central angle of 24°15'51" and a long chord that bears South 78°27'31" West 52.54 feet; thence North 89°24'33" West 539.71 feet to the West boundary of said parcel; thence along said West boundary South 0°36'15" West 16.99 feet to the TRUE POINT OF BEGINNING. Containing 0.27 acres, more or less.


AND to place, construct, operate, repair, maintain and replace thereon and in or upon all streets, roads or highways abutting said land, a roadway and all public utilities. Grantee shall be responsible to transfer existing storm water retention away from said Parcel.

Should Kanab City ever require that the above described property be conveyed to it for a public street, the undersigned agrees that it will cooperate with Kanab City.

THE undersigned covenants that they are the owners of the above lands and that said lands are free and clear of encumbrance and liens of whatsoever character.

It is further understood and agreed that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

Garkane Energy Cooperative, Inc.

By: 

Name: DANIEL R. MCCLELLAND

Title: CEO / GARKANE ENERGY

SEE ATTACHED FOR NOTARY

ATTACHED TO EASEMENT FORM FROM  
GARKANE ENERGY COOPERATIVE, INC.  
TO, YATES FAMILY REVOCABLE TRUST AND  
C. DIRK CLAYSON

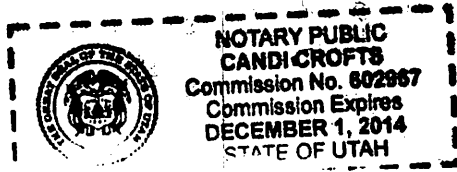
NOTARY

STATE OF UTAH )

: ss.

COUNTY OF Kane )

The foregoing instrument was acknowledged before me this 30 day of JULY  
2014, by Daniel R. McClendon CEO of Garkane Energy a




[Signature]

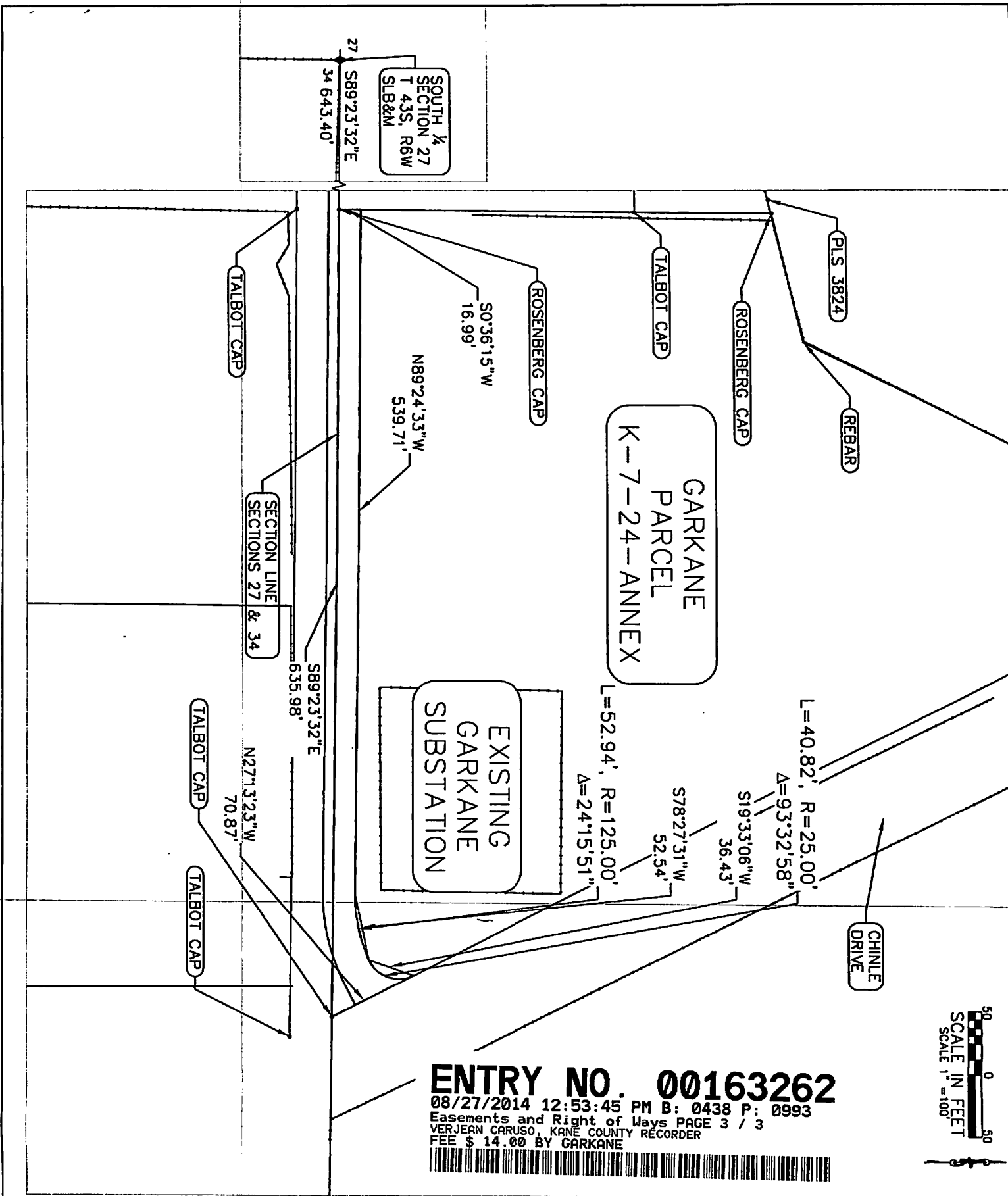
Notary Public

Residing at Kane County, Utah

My Commission Expires: 12-01-2014

**ENTRY NO. 00163262**  
08/27/2014 12:53:45 PM B: 0438 P: 0992  
Easements and Right of Ways PAGE 2 / 3  
VERJEAN CARUSO, KANE COUNTY RECORDER  
FEE \$ 14.00 BY GARKANE





**ENTRY NO. 00163262**

08/27/2014 12:53:45 PM B: 0438 P: 0993  
 Easements and Right of Ways PAGE 3 / 3  
 VERJEAN CARUSO, KANE COUNTY RECORDER  
 FEE \$ 14.00 BY GARKANE



DATE: JUNE 2009	FILE: GARKANE LOT	<b>TC ENGINEERING, PC</b> A "DESIGN-BUILD" FIRM EXCELLENCE...ON TIME! DANIEL W. THEBEAU, P.E. P.O. BOX 55, KANAB, UTAH 84741 (435)644-2031 (888)644-2031 (801)589-0155	<b>GARKANE RIGHT-OF-WAY</b> <b>EXHIBIT 1</b> <b>KANAB, UTAH</b> SCALE: 1"=100'	DATE:	REVISION:
SHEET: 1 OF 1	DRAWN BY: TWA				

**Kanab City Council**  
**March 14<sup>th</sup>,2023 @ 6:30pm**  
**Council Chambers, 26 North 100 East, Kanab Utah**

**6. Discussion and Consideration of Ordinance 3-1-23 O, An Ordinance Approving A Zone Change For Parcel K-7-21-ANNEX and K-7-1-ANNEX from RR-1 to C-3 (700 South and 900 East).**

Ms. Chatterley explained that property owners Jeff Yates and Dirk Clayson, represented by Jeff Yates, are requesting a zone change to rezone K-7-21-Annex from Rural Residential (RR-1) to Commercial Zone (C-3). The property owners would like to develop storage units or mobile home park and a commercial zone is required to do this.

The subject properties are 10.52 acres and 2.09 acres. One of the parcels (K-7-1-Annex) is vacant and currently does not front a dedicated city street or approved private lane. The other parcel (K-7-21-Annex) is vacant but has a 33-foot frontage on Terrel Drive and an easement for public utilities and roadway.

Ms. Chatterley further explained that assigning a C-3 zone is not consistent with the Kanab City Land Use Map designation of MDR. The requested zone C-3 is not consistent with the adjacent properties that are zoned RR-1 and RA. These parcels are a mix of developed and undeveloped properties. Developed properties are single-family homes with the exception of one property.

Mr. Ludwig explained what C-3 zoning will allow which include; apartments, auto rental/sales, convenience store, gas station, hotel, kennel, liquor store, mobile home park, multi-family dwelling units, RV/camp park, self-service storage, truck stop, veterinary clinic, large animal, and vocational schools.

Councilmember Heaton asked staff what the Planning Commission's recommendation was.

Ms. Chatterley explained it was a split decision amongst the Commission and came down to the Chair voting yes and it coming through as a positive recommendation.

Councilmember Colson expressed concern about the significant zone change. He asked Mr. Yates if there is a specific reason to request the zone change.

Mr. Yates explained they are requesting the zone change due to allow for a mobile home park and storage units. They have also thought about building office space. A C-3 zone is the only zone where these uses are allowed.

The Council discussed the option to enter into a development agreement in detail.

Mr. Ludwig expressed that from a staff perspective, they would be very cautious to enter into a development agreement as it will create some challenges.

Councilmember Heaton expressed concern for setting a precedent for future zone changes if a development agreement takes place.



Mr. Burggraaf explained the options for and the process of the development agreement to the Council. Applicant Dirk Clayson expressed to the Council that he and Applicant Jeff Yates are willing to enter into a development agreement.

A motion was made by Councilmember Colson and seconded by Councilmember Glover to approve Ordinance 3-1-23 O, An Ordinance Approving A Zone Change For Parcel K-7-21-ANNEX and K-7-1-ANNEX from RR-1 to C-3 (700 South and 900 East) with the conditions that a development agreement is agreed upon by June 13, 2023 between the City and the Applicant. Motion passed unanimously by roll call vote.

Councilmember Chamberlain - YES

Councilmember Glover - YES

Councilmember Wright - YES

Councilmember Heaton - YES

Councilmember Colson – YES



## Kanab City Council Staff Report File Number 20230418-1

<b>Date:</b>	<b>June 9, 2023</b>
<b>Meeting Date:</b>	<b>June 13, 2023</b>
<b>Agenda Item:</b>	<b>Discuss approve or deny a text amendment to Kanab City Land Use Ordinance Chapter 4-16: Maximum Height of Fences, Walls, and Hedges</b>

### Attachments:

- **Exhibit A: Proposed Amendments**

### Summary:

City Council requested that the Planning Commission review Chapter 4-16 Maximum Height of Fences, Walls, and Hedges. The following items were suggested to be reviewed:

- Create an intent or purpose for the section,
- Clean up and clarify the side and front yard fencing requirements for corner lots and interior lots,
- Discuss the setback requirement for a fence along the street side of a corner lot.

Planning Commission discussed the items on March 21<sup>st</sup>, April 18<sup>th</sup> and May 16<sup>th</sup>. During the March 21<sup>st</sup> meeting Bob Nicholson, City Planner, provided a presentation about fences and the pros and cons of having fences with and without setbacks, clear view areas and he provided pictures of different neighborhoods showing fences that sit at property lines or set back. Some of the points Bob made are:

- Safety issues when solid fences sit at property lines, near driveways, and around corners.
- Aesthetics both in conformity or with “weed patches” in the setback areas
- Walkability with high solid fences on a set back adjacent to a street
- Difficulty with code enforcement

Planning Commission discussion on March 21<sup>st</sup> decided not to address the setbacks on a corner lot and to leave it as currently stated with a 6-foot setback on the street side of a corner lot. In the April 18<sup>th</sup> discussion and Public Hearing, the Planning Commission discussed setbacks again and some Commissioners wanted to change to a zero setback while other Commissioners did not state their preference. Planning Commissioners felt that the fencing ordinance was still not clear, the discussion was continued to the next meeting. Staff reorganized the ordinance, changed the

– A Western Classic –

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



**City Council**  
**Arlon Chamberlain**  
**Chris Heaton**  
**Scott Colson**  
**Kerry Glover**  
**JD Wright**

setback to 1-foot off the property line after a discussion with Public Works Director, Jake Dutton who expressed a difficulty in maintaining or installing sidewalks when a fence sits right on property lines, added requirements for a clear view area around driveways and provided an example of a diagram that can be included with the ordinance. During the May 16<sup>th</sup> meeting discussion, a consensus was made by the Planning Commission that they didn't want to have a setback along the property lines, they agreed on a clear view around the driveway, and they want to include the diagram in the ordinance.

**Recommended Motion:**

I move to approve and adopt Ordinance 6-xx-23 O to City Code identified in exhibit A of the staff report 20230418-1 and allow staff to update the fence diagram with the requirements in Exhibit A.

**Alternate Motion:**

I move to approve and adopt Ordinance 6-xx-23 O to City Code identified in exhibit A of the staff report 20230418-1 and allow staff to update the fence diagram with the requirements in Exhibit A, with the following amendments: .

I move to continue the discussion for Chapter 4-16 to allow staff to updated the proposed amendments in Exhibit A and fence diagram with the amendments discussed in this meeting.

– A Western Classic –

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



**City Council**  
**Arlon Chamberlain**  
**Chris Heaton**  
**Scott Colson**  
**Kerry Glover**  
**JD Wright**

## **Exhibit A: Proposed Amendments**

**— A Western Classic —**

# Kanab

## Land Use Ordinance

### Chapter 04 – Supplementary Regulations

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#### 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 Every dwelling to be on a Lot – Exceptions
- 4-5 Yard Space for One Building Only
- 4-7 Sale or Lease of Required Space
- 4-8 Minimum Lot Size Required for Subdivision

#### Buildings, Dwellings, and Yard Setbacks

- 4-6 Residential Occupancy Standards
- 4-9 Yards to be Unobstructed – Exceptions
- 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
- 4-14 Maximum Height of Accessory Buildings

#### 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 [reserved]
- 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

Style Definition: LUO Section TOC

# 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.

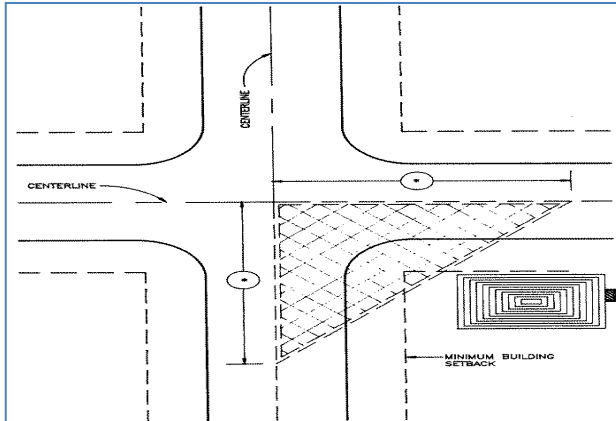


Figure 1 - Clear View of Intersecting Street

#### Section 4-16 Maximum Height of Fences, Walls, and Hedges

##### Purpose:

To regulate the construction and maintenance of fences on public and private property. The regulations outlined in this section aim to promote safety, privacy, and aesthetic appeal while addressing potential issues such as obstructed views, property line disputes, and neighborhood cohesion.

This section regulates the minimum and maximum fencing standards for residential, commercial, and manufacturing areas in Kanab City. These standards are applicable to all public and private development, unless otherwise specifically stated.

A building permit is required for construction of all fences and walls over 7-feet in height in order to ensure that the construction meets the current building codes for safety and suitability.

A. All fences, walls or hedges that will be constructed along street frontage shall not be required to have a setback.

A-B. Fences and walls at the property line may be erected to a maximum height of eight (8) feet as described in this chapter (see letter E for specific requirements on corner lots)-Front Yards. Fences, walls, or hedges are allowed in the front yard provided they do not exceed a maximum height of four (4) feet. "Front yard" is defined in Chapter 1;

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Adopted January 22, 2008; Amended December 13, 2022

# Kanab

## Land Use Ordinance

### Chapter 04 – Supplementary Regulations

however, for parcels or lots with homes or buildings considered nonconforming in their orientation (i.e., the home or building does not face the most proximate/adjacent street frontage), any fence, wall, or hedge must not exceed a maximum height of four (4) feet along the street frontage for an interior lot.

~~B.C. Within the triangle formed as required in Paragraph 4-15, fences shall be limited to four (4) feet in height and have a 70% visibility factor. Front and side street fences outside the triangle shall be limited to four (4) feet in height and may be a complete barrier to view: e.g. a 0% visibility factor. Side and Rear Yards. Fences, walls, or hedges are allowed in the side and rear yard provided they do not exceed a maximum height of eight (8) feet, shall be located outside the required front yard setback outlined in the Residential Zones and the Manufactured Home - KCR zone.~~

**Commented [KB1]:** That diagram we looked at would be really helpful for depicting this.

~~C.D. Side and rear interior yard fences shall be a maximum of four (4) feet in height from the front property line to a point twenty five (25) feet back along the side property line and then allowed to be a maximum of eight (8) feet in height on the remainder of the interior side and rear property line. Corner Lots. Any fence, wall or hedge within the front yard shall not exceed four (4) feet in height provided they meet the sight vision requirement outlined in F below. Any fence or wall within the side yard fronting a street is permitted provided the fence, wall or hedge does not exceed a maximum height of eight (8) feet, shall be located outside the clear sight triangle (see Figure 1 in section 4-15) and located outside the required front yard setback outlined in the Residential Zones and the Manufactured Home - KCR zone.~~

**Commented [KB2]:** That diagram we looked at would be really helpful for depicting this.

~~D.E. On the side street of a corner lot, a fence can be a maximum of eight (8) feet in height from the point in line with the front plain of the primary residence or a minimum of 25 ft. back extending from the front property line and continue on the interior side and rear property lines if the street side fence is set back from the sidewalk or street property line a minimum of 6 feet. Clear View at Driveways. The clear view area shall be defined by drawing a line between two (2) points that are a minimum of ten (10) feet from the driveway and street lines. Shall meet the sight vision requirements in letter F.~~

**Commented [KB3]:** Upon first reading, I didn't quite understand this. I think a diagram will be needed/helpful.

~~E.F. Fences and walls may be erected to a height of, but may not exceed, 8 feet when located within the setback area on the side and rear property lines. A building permit is required for any fence or wall over 7 feet in height. Sight Vision. Fences within the clear sight triangle or clear view areas shall have a 70% visibility factor.~~

~~F.G. Commercial and manufacturing fence regulations.~~

- a. In C-2, C-3, and M-1 zones, a fence up to eight (8) feet in height shall be permitted on the rear, side and front property lines. When property fronts on Highway 89 and/or Highway 89A, a fence that exceeds four (4) feet in height shall be approved by conditional use permit. A fence up to ninety-six (96) Inches in height in the side and rear property lines shall be by conditional use

# Kanab

## Land Use Ordinance

### Chapter 04 – Supplementary Regulations

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permit. Razor or barbed wire is not allowed as fence material in the above zones.

- b. Fences in M-2 and M-3 zones shall not exceed eight (8) feet in height and shall be allowed in the rear, side and front property lines. Razor or barbed wire is permitted and shall be included in the maximum fence height. When a side yard fence in a commercial or manufacturing zone is adjacent to a private or commercial driveway, the fence shall meet clear view requirements above three (3) feet height and ten (10) feet from the front property line.
- c. When a fence on commercial and/or manufacturing property abuts a residential lot, the fence is required and shall be at least eight (8) feet in height in the side and rear yard and be constructed of privacy materials.

G.H. Permitted fencing materials include:

1. Post and rail
2. Chain link
3. Wood plank, diminished lumber
4. Block or masonry wall on foundation
5. Vinyl fencing
6. Picket fencing
7. Wrought iron
8. Corrugated Metal with trim or framing around perimeter edges
9. Welded wire and smooth wire with trim or framing around perimeter edges
10. Cedar or other poles with bark
11. Rough-sawn half rounds

Fence materials not permitted on residential lots include:

1. Barbed wire
2. Wire, Mesh or Nylon Net fencing
3. Chicken wire
4. Pallets
5. Any other materials not listed as permitted.

Materials listed in numbers one through three (1-3) are permitted in Rural Residential (RR-1) and Residential Agricultural (RA) zones.



# Kanab

## Land Use Ordinance

### Chapter 04 – Supplementary Regulations

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H.I. Any fencing constructed must allow free and easy access to all utility meters located within the fenced area.

I.J. For purpose of this Section, single shrub planting shall not constitute a hedge if the closest distance between the foliage of any two (2) plants is and remains at least five (5) feet.

J.K. Where a fence, wall, or hedge is located along a property line separating two lots and there is a difference in the grade of the properties on the two sides of the property line, the fence, wall, or hedge may be erected or allowed to the maximum height permitted on either side of the property line.

K.L. Fencing and walls six (6) feet in height, including protective gates, must be installed around the following:

1. in-ground swimming pools.
2. Above-ground swimming pools, jacuzzies, and similar structures that have a deck at the same grade or less than thirty-six (36") inches from the rim of the structure.

Above fence requirements may be waived if the structure has a safety cover that meets ASTM F standards per building code regulations to prevent people and animals from accidental drownings.

Above Ground swimming pools, jacuzzies and other similar structures that have a minimum of thirty-six (36") from grade level to the rim of the structures are not required to be fenced.

L.M. To determine the "visibility factor" of fence material as that term is used in this Ordinance, one square foot of the fence material is viewed perpendicular to its installed surface. The square inches of solid fence material contained in the square foot of fence material is subtracted from 144 to determine the square inches of open area within that square foot of fence material. The "visibility factor" is the percentage obtained by dividing the square inches of open area by 144.

M.N. Tennis courts, sport courts, batting cages, etc.: Fence type enclosures for uses such as tennis courts, sport courts, swimming pools, ball diamond backstops, batting cages, etc., may be erected to a height greater than eight feet (8') but not more than eighteen feet (18'), including any retaining walls, provided:

1. Such enclosure does not constitute a part of a fence enclosing a property.
2. All portions of the enclosure shall be located within the rear/side enclosure area of the lot.
3. All portions of the enclosure above a height of eight feet (8') shall be non-sight obscuring.

# Kanab

## Land Use Ordinance

### Chapter 04 – Supplementary Regulations

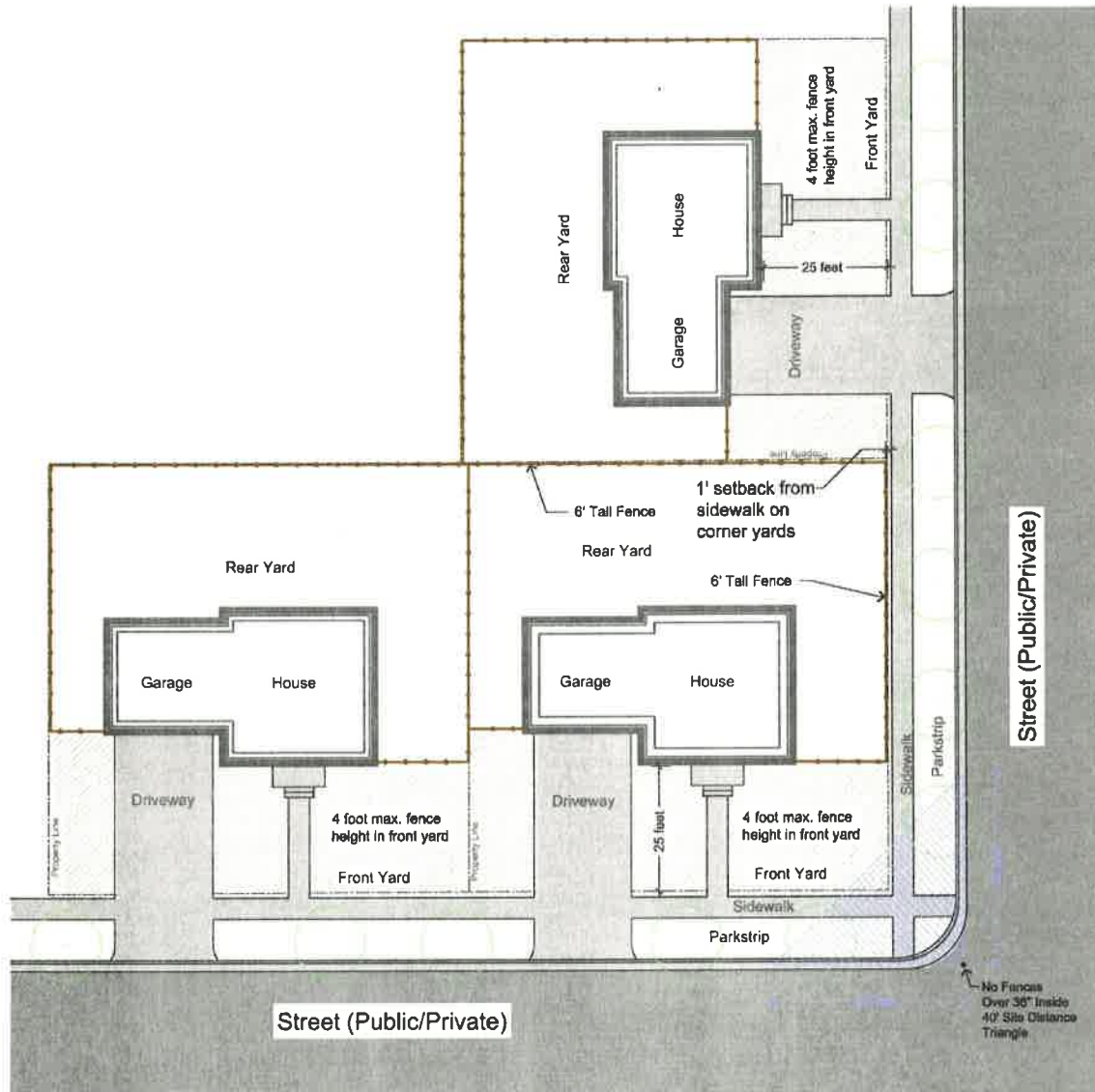
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4. The enclosure shall be set back from the property line of adjoining properties and also the main building upon the lot to which it is appurtenant for a distance of not less than twenty feet (20').
5. On corner lots, the enclosure shall be set back not less than ten feet (10') from the street.

17.30: Supplemental Development Standards

(6) feet, shall be located outside of the minimum 40-foot sight distance triangle and is located behind the front plane of the building.

**Figure 17.30.110.A.1: Residential Fence Placement**



- D. Lots with Multiple Frontages.
  1. Any fence or wall located to the rear of the primary structure and adjacent to a roadway, shall not exceed four (4) feet in height. Fences or walls outside of the rear yard setback and outside the 40-foot sight distance triangle shall not exceed six (6) feet in height (See Figure 17.30.110.D.1).
  2. The yard area located between the fence and public sidewalk shall be landscaped and maintained by the property owner or homeowners association.
- E. Fence Posts, Gate Posts, Pillars, and Support Columns.
 

Such structures may extend 12 inches above the maximum fence height when separated by at least six (6) linear feet of fencing.

**ORDINANCE NO. \_\_\_\_\_ O**  
**AN ORDINANCE AMENDING KANAB CITY LAND USE ORDINANCE**  
**Chapter 4-16, Maximum Height of Fences, Walls, and Hedges**

**WHEREAS** the Kanab City Planning Commission and City staff have evaluated the current land use ordinance related to the regulations pertaining to fences, walls and hedges and has found a need for clarification, modification, and certain additions;

**WHEREAS** the Kanab City Planning Commission held public hearing on April 18 2023, reviewed, discussed, and then recommended to the Kanab City Council changes to the Land Use Ordinance, Chapter 4-16, modifying the regulation and requirements pertaining to fences, walls, and hedges, including permitted fencing/wall materials, the requirement for a conditional use or building permit requirement; and

**WHEREAS** the Kanab City Council met during its regularly scheduled meetings on June 9, 2023, to consider, among other things, amending the Kanab City Land Use Ordinance, Chapters 4-16, Maximum Height of Fences, Walls, and Hedges.

**NOW, THEREFORE, BE IT ORDAINED** by the Kanab City Council that the Kanab City Land Use Ordinance is hereby amended as reflected in the \_\_\_ page(s) attached hereto.

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

This ordinance shall be effective upon the required posting.

**PASSED AND ORDERED POSTED** this 9th day of June, 2023.

KANAB CITY

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
RECORDER

**VOTING:**

Kerry Glover	Yea ___	Nay ___
J.D. Wright	Yea ___	Nay ___
Arlon Chamberlain	Yea ___	Nay ___
Scott Colson	Yea ___	Nay ___
Chris Heaton	Yea ___	Nay ___

POSTED the \_\_\_ day of \_\_\_\_\_, 2023, as certified by the Recorder: \_\_\_\_\_.  
RECORDER

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



**City Council**  
**Arlon Chamberlain**  
**Chris Heaton**  
**Scott Colson**  
**Kerry Glover**  
**JD Wright**

**Kanab City Council Staff Report**  
**File Number 09202022.6**

<b>Date:</b>	<b>June 9, 2023</b>
<b>Meeting Date:</b>	<b>June 13, 2023</b>
<b>Agenda Item:</b>	<b>Discuss approve or deny a text amendment to the Kanab City Land Use Ordinance, Chapter 23 Planned Development Overlay</b>

**Attachments:**

- Exhibit A: Proposed Amendments for Kanab City Land Use Ordinance, Chapter 23 Planned Development Overlay

**Summary:**

The Planning Commission reviewed Chapter 23 Planned Development Overlay on October 18, 2022 to clarify the process and steps an applicant need to follow for the application process and to better streamline the process or enhance the requirements. During the discussion they reduced the acreage requirement for a Planned Development from 10-acres to 2-acres. Planning Commissioners agreed with the other amendments made by staff in exhibit A. In June of 2023 prior to the amendment review by City Council staff updated exhibit A to include recent legislative changes during the 2023 session regarding Development Agreements.

**Recommended Motion:**

I make a motion to approve and adopt Ordinance 6-xx-23 O in exhibit A of the staff report for 09202022.6.

**Alternate Motion:**

I make a motion to approve and adopt Ordinance 6-xx-23 O in exhibit A of the staff report for 09202022.6, with the following amendments:

**– A Western Classic –**

**Mayor**

**T. Colten Johnson**

**City Manager**

**Kyler Ludwig**

**Treasurer**

**Danielle Ramsay**



**City Council**

**Arlon Chamberlain**

**Chris Heaton**

**Scott Colson**

**Kerry Glover**

**JD Wright**

— A Western Classic —

# Kanab

## Land Use Ordinance

### Chapter 23 – Planned Development Overlay

Adopted January 22, 2008; Revised April 22, 2008; Re-Formatted June 22, 2018

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#### Section 23-1 Purpose and Intent

#### Section 23-2 Scope

#### Section 23-3 Minimum Area of Overlay

#### Section 23-4 Development Agreement

#### Section 23-5 Use with Underlying Zone

#### Section 23-6 Uses Allowed

#### Section 23-7 Variations from Development Standards

#### Section 23-8 Approval of Planned Development Overlay

#### Section 23-9 Approval for Construction

#### Section 23-10 Density

#### Section 23-11 Development Standards

#### Section 23-12 Protection of Common Areas

#### Section 23-1 Purpose and Intent

The purpose of the Planned Development Overlay is to establish a process to foster creative, efficient, and comprehensive design of site development and to provide a means whereby real property may be developed with greater latitude in site standards, common areas, and open space than is allowed through traditional zoning controls.

It is the intent of this overlay to provide land use and design regulations ~~through the use of~~ using performance criteria so that small-to-large scale neighborhoods or portions thereof, may be developed with a variety of residential types and non-residential uses, which are planned and developed as a unit.

These regulations provide flexibility in site design in order to:

- A. Encourage imaginative design and the creation of permanent open space.
- B. Encourage affordable housing to be integrated in new developments.
- C. Encourage the conservation of natural site features, wildlife habitat, and sensitive lands.
- D. Combine and coordinate architectural styles, building forms, and structural/visual relationships within an environment that allows mixing of residential types and other land uses in an innovative and functionally efficient manner.
- E. Encourage land development that, to the greatest extent possible, preserves open space areas and respects natural topographic and geologic conditions.

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## Land Use Ordinance

### Chapter 23 – Planned Development Overlay

Adopted January 22, 2008; Revised April 22, 2008; Re-Formatted June 22, 2018

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- F. Encourage the development of street, pedestrian and bicycle paths that contribute to a system of fully connected routes, local trails and the City Trails System Master Plan.
- G. Promote a more efficient utilization of land than what might be obtained through other development procedures (clustering).
- H. Facilitate the economical and adequate provision of public services.
- I. Provide for adequate on and ~~off-street~~off-street parking.
- J. Provide unique and unusual land uses to be planned for and located in a manner that ensures harmony with the surrounding community.
- K. Ensure that development occurs at proper locations, away from environmentally sensitive areas, and on land physically suited to construction.

#### Section 23-2 Scope

The requirements of this Chapter shall apply to any planned development within the City. Such requirements shall not be construed to prohibit or limit other applicable provisions of this City of Kanab Land Use Ordinance, also designated as this Title, the Kanab City Code, or other laws except to the extent such provisions are altered by the requirements of this Chapter.

#### Section 23-3 Minimum Area of Overlay

The Planned Development Overlay shall be applied only to projects consisting of at least ~~ten (10)~~two (2) contiguous acres.

#### Section 23-4 Development Agreement

A Development Agreement shall be prepared and approved in conjunction with approval of the Planned Development Overlay. The purpose of the Development Agreement is to describe how the developer and the City will address items not expressly addressed in this code.

The Development Agreement shall outline the modifications from the City's ordinances and requirements the City is granting the applicant, as well as the restrictions being imposed upon the applicant beyond what is required by state or local law (i.e., restricting applicant's rights under clearly established law). This required provision(s) of the Development Agreement shall serve as the City's notice to the applicant. The applicant shall sign a written acknowledgement that they were notified and understand their rights are being restricted through the Development Agreement.



# Kanab

## Land Use Ordinance

### Chapter 23 – Planned Development Overlay

Adopted January 22, 2008; Revised April 22, 2008; Re-Formatted June 22, 2018

For landscaping improvements not considered public infrastructure improvements, the Development Agreement shall include the details of any improvement completion assurance required by the City: (1) for landscaping improvements specifically required by the City and outlined in the development agreement; or (2) for landscaped amenities or common areas that are dedicated to and maintained by a homeowners association, when the City grants an increased density or other entitlement benefit not currently available under the existing zone. For landscaping and other infrastructure considered public infrastructure improvements, any improvement completion assurance required does not need to be included within the Development Agreement, unless deviating from the requirements outlined in the Subdivision Ordinance.

The Development Agreement shall be drafted in a recordable format and shall require acceptance and approval from City Council after recommendation from Planning Commission. Once accepted and approved the Development Agreement and any written acknowledgement(s) shall be recorded with the Kane County Recorder's office.

#### Section 23-5 Use with Underlying Zone

The Planned Development Overlay shall overlay any of the ~~Single-Family~~Single-Family Residential Zones set forth in Chapter 15 of this Ordinance, subject to the requirements of this Chapter.

- A. Provisions Supplementary: The provisions of the Planned Development Overlay shall be supplementary to the provisions of the zone with which it is combined and shall not be applied to any land area as an independent overlay.
- B. Overlay Designation: The Planned Development Overlay designation shall be shown on the Official Zoning Map in parentheses as a suffix to the zone designation with which it is combined. For example, if the Planned Development Overlay is being combined with the Residential RR1 zone, it would be designated on the Official Zoning Map as "RR1 (PD)." Only one zone shall be designated for the entire development.

#### Section 23-6 Uses Allowed

Uses allowed in a Planned Development Overlay shall be limited to those permitted or conditional uses set forth in the zone with which the Planned Development Overlay is combined and the uses set forth in this section. Any conditional use shall be subject to the issuance of a conditional use permit as set forth in this Title.

- A. Multiple Family Dwellings: Multiple-family dwellings, as defined in this Ordinance, shall be a permitted use in a Planned Development Overlay provided that the Multiple Family Dwellings be located within the interior of the development and ~~not around the perimeter~~shall be at least 150 feet from the perimeter. and the overall density in

# Kanab

## Land Use Ordinance

### Chapter 23 – Planned Development Overlay

Adopted January 22, 2008; Revised April 22, 2008; Re-Formatted June 22, 2018

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a particular planned development project does not exceed the greater of:

1. The density permitted by the underlying zone in which the project is situated; or
  2. The density authorized by a density bonus pursuant to Section ~~230~~-10-A of this Chapter; or
  3. The Density Cap as defined in Section ~~203~~-10-B.
- B. Accessory Uses: Accessory uses located in a common main building may be permitted. Accessory uses may include recreational facilities and structures, day care centers, personal services, and RV parking.
- C. Commercial Uses: Any commercial use shown in Chapter ~~220~~ of this Title may be permitted within a planned unit development provided such use is:
1. Specifically authorized as part of a site plan approved pursuant to the provisions of this Chapter; and
  2. Designed as an integral element of the planned development, including building and landscaping design which is consistent with design elements of the development.

#### Section 23-7 Variations from Development Standards

- A. Variations from applicable development standards of an underlying zone in this Title may be approved as part of a Preliminary Site Plan for the Planned Development Overlay and the Development Agreement pursuant to the provisions of this chapter.
- B. A variation from the setback requirements set forth in Section ~~230~~-11-D and Section ~~230~~-11-E may be approved if the City Council, after receiving a recommendation from the Planning Commission, finds such variation meets the approval criteria set forth in Section ~~203~~-8-H and as set forth below. Any such variation shall be explicitly noted in the Development Agreement.
- C. Variations from the development standards set forth in this Chapter are intended to be rare and shall be approved by at least four (4) members of the City Council. The following are variations that are permitted:
1. Building setbacks;
  2. Height of building or structure;

# Kanab

## Land Use Ordinance

### Chapter 23 – Planned Development Overlay

Adopted January 22, 2008; Revised April 22, 2008; Re-Formatted June 22, 2018

3. Required off-street parking spaces;

4. Landscaping Requirements;

5. Sign Requirements;

6. Lot size; or

7. lot width;

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D. The following variations may not be modified or altered:

1. Standards pertaining to development in critical areas or floodplains; or

2. Regulations pertaining to nonconforming uses.

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D.E. The applicant shall bear the burden of persuasion with regard to any request for a variation. Such burden shall include, but not be limited to, demonstrating that:

1. A proposed project which includes a variation is the result of a substantial amount of advance planning;
2. Any adverse conditions which may result from the variation will be mitigated; and
3. The variation will result in a substantial benefit not only to persons who will live or work within the project, but also to the City and its residents generally.

#### Section 23-8 Approval of Planned Development Overlay

Land shall be placed in a Planned Development Overlay as set forth in this Title. The documents and exhibits outlined herein shall be submitted.

A. All applicants for Planned Development are encouraged to attend a pre-application conference with the Planning and Zoning Administrator, Public Works Director and City Manager. The purpose of this meeting is for the applicant to present the conceptual development and discuss the administrative review process. It is also intended to convey City standards and facilitate the filing of a complete application.

B. Application for Planned Development Overlay.

Approval Criteria: The Planned Development Overlay may only be approved if the City Council, after receiving a recommendation from the Planning Commission, finds:

# Kanab

## Land Use Ordinance

### Chapter 23 – Planned Development Overlay

Adopted January 22, 2008; Revised April 22, 2008; Re-Formatted June 22, 2018

1. The proposed Planned Development Overlay:

- a. Does not conflict with any applicable policy of the City of Kanab General Plan;
- b. Meets the spirit and intent, as set forth in Section 20-1 of this Chapter;
- c. Will allow integrated planning and design of the property;
- d. Meets the use limitations and other requirements of the zone with which the Planned Development Overlay is combined, except as otherwise allowed by this Chapter;
- e. Meets the density limitations of the underlying zone, unless a density bonus is granted pursuant to the provisions of this Chapter; and
- f. If a density bonus is authorized, provides site design and increased amenities, as provided in Section 20-10-C of this Chapter, which ameliorate the potential impact of increased density; and

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2. The applicant has:

- a. Sufficient control over the property to be developed to ensure development will occur as approved; and

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The financial capability to carry out the planned development project; and

- b. The capability to start construction within one (1) year of final plan approval.

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3. Imposition of Conditions: In order to make findings necessary to approve a Planned Development Overlay, conditions of approval may be imposed on a preliminary site plan to assure the planned development will:

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- a. Accomplish the purpose of this Chapter;

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- b. Be developed as one integrated land use rather than as an aggregation of individual and unrelated buildings and uses; and

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- A. Meet the requirements of the zone in which the proposed development is located except as such requirements are modified by this Chapter.

~~B.A. Record of Survey, is a map showing property corners or other boundaries which have been established or re-established by a Land Surveyor.~~

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## Land Use Ordinance

### Chapter 23 – Planned Development Overlay

Adopted January 22, 2008; Revised April 22, 2008; Re-Formatted June 22, 2018

~~C. A. Natural Resource Inventory Map, to illustrate the following site conditions illustrating the requirements of Chapter 11 of this Ordinance, to include, but not limited to:~~

~~1. Natural Features~~

~~2.1. Sensitive Lands as defined in Chapter 11 of this ordinance.~~

~~3.1. Slopes greater than 40%, shall be measured in horizontal increments of no greater than 100 feet.~~

~~4.1. Site topography with contours of 2 feet or less.~~

~~5.1. Potentially expansive soils or potentially collapsible soils.~~

~~6.1. Fault lines.~~

~~7.1. High ground water table.~~

~~8.1. A summary table listing acreages of the above items which have been identified on the project site.~~

D. Submit Preliminary Site Plan Application, to include the following information. Information should be submitted on multiple sheets for clarity of presentation.

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1. Record of Survey, is a map showing property corners or other boundaries which have been established or re-established by a Land Surveyor.

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2. Natural Resource Inventory Map, to illustrate the following site conditions illustrating the requirements of Chapter 11 of this Ordinance, to include, but not limited to:

a. Natural Features

b. Sensitive Lands as defined in Chapter 11 of this ordinance.

c. Slopes greater than 40%, shall be measured in horizontal increments of no greater than 100 feet.

d. Site topography with contours of 2-feet or less.

e. Potentially expansive soils or potentially collapsible soils.

f. Fault lines.

g. High ground water table.

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# Kanab

## Land Use Ordinance

### Chapter 23 – Planned Development Overlay

Adopted January 22, 2008; Revised April 22, 2008; Re-Formatted June 22, 2018

h. A summary table listing acreages of the above items which have been identified on the project site.

~~1-3.~~ The name, address and telephone number of the applicant and the applicant's agent, if any;

~~2-4.~~ Land Use: Show general location of proposed land uses, including residential areas, commercial, mixed use, and open space. Include proposed locations for civic spaces such as churches, schools, fire stations, etc. Show adjoining properties and uses. Include tables showing the number of acres in the proposed development and a land use summary.

~~3-5.~~ Roadway: Show general locations of proposed interior collector and/or major arterial streets, and points of connection to existing city streets and how the proposed project roads will integrate with the Kanab City Master Road Plan.

~~4-6.~~ Typical Lot Layout: Show typical proposed lot configuration, building clusters, setbacks, road rights-of-way, and road cross-sections.

~~5-7.~~ Open Space: Projects must have a minimum 20% of Gross Land Area designated as open space to qualify for this Planned Development Overlay. Sensitive lands do not qualify as open space. The Preliminary Plat shall show uses for open spaces, including golf course, parks, trails, undisturbed areas and those common areas defined in Section ~~230~~-11-H.

~~6-8.~~ Grading and Drainage: Show proposed general grading patterns, and existing and proposed general drainage corridors. A Grading Permit is required.

~~7-9.~~ Utilities: Contact local utility companies to determine service requirements to the proposed project. Show existing utility easements, proposed major utility easement corridors, points of service to major land use areas, and points to outside service connections.

~~8-10.~~ Landscape: Show general landscape theme for proposed land uses, including, but not limited to, commercial areas, streets, and common space.

~~9-11.~~ Phasing: Include a phased development plan if applicable.

E. Development Agreement, as required by Section ~~230~~-4 of this Chapter, and a Project Narrative which shall describe the following in general terms; uses of the land, general design characteristics of buildings including proposed heights, density of residential development, landscape and open space character, and related aspects of the proposed development which will help the public and city officials better understand the proposed development.

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F. Parcel Map(s), from the County Recorder's office showing the subject property and all property located within the minimum radius defined by ordinance.

G. Traffic Impact Analysis, as determined by ~~the City Engineer~~ Standard Specifications for Design & Construction.

~~H. Approval Criteria: The Planned Development Overlay may only be approved if the City Council, after receiving a recommendation from the Planning Commission, finds:~~

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~~1. The proposed Planned Development Overlay:~~

~~a. Does not conflict with any applicable policy of the City of Kanab General Plan;~~

~~b. Meets the spirit and intent, as set forth in Section 20-1 of this Chapter;~~

~~c. Will allow integrated planning and design of the property;~~

~~d. Meets the use limitations and other requirements of the zone with which the Planned Development Overlay is combined, except as otherwise allowed by this Chapter;~~

~~e. Meets the density limitations of the underlying zone, unless a density bonus is granted pursuant to the provisions of this Chapter; and~~

~~f. If a density bonus is authorized, provides site design and increased amenities, as provided in Section 20-10-C of this Chapter, which ameliorate the potential impact of increased density; and~~

~~2. The applicant has:~~

~~a. Sufficient control over the property to be developed to ensure development will occur as approved;~~

~~b. The financial capability to carry out the planned development project; and~~

~~c. The capability to start construction within one (1) year of final plan approval.~~

~~I. Imposition of Conditions: In order to make findings necessary to approve a Planned Development Overlay, conditions of approval may be imposed on a preliminary site plan to assure the planned development will:~~

~~1. Accomplish the purpose of this Chapter;~~

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~~2.1. Be developed as one integrated land use rather than as an aggregation of individual and unrelated buildings and uses; and~~

~~3.1. Meet the requirements of the zone in which the proposed development is located except as such requirements are modified by this Chapter.~~

#### Section 23-9 Approval of Construction Drawings

All Construction Drawings shall conform to the Kanab City Standard Specifications for Design & Construction. Exhibit P provides a checklist of the required documentation and specifications for review.

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#### Section 23-109 Approval for Construction of Final Site Plan

- A. Final Site Plan: Within ~~twelve (12)~~**eighteen (18)** months after approval of a Planned Development Overlay, and before the issuance of any building permit, an applicant shall meet the applicable requirements of the Kanab, Utah Subdivision Ordinance, and shall obtain approval of a Final Site Plan by the City Council following recommendation of the Planning Commission. The Final Site Plan shall include a set of development plans showing the following:

**Commented [MC1]:** Some Cities will allow the Planning Commission or Planning and Zoning Administrator (staff) to approve the Final Site Plan

1. Site Layout, showing the following:
  - a. All facilities related to the project located within two hundred fifty (250) feet of the site boundary;
  - b. Layout, dimensions, and names of existing and future road rights-of-way;
  - c. Project name, North arrow, and tie to a section monument;
  - d. The boundary lines of the project site with bearings and distances;
  - e. Layout and dimensions of ~~proposed~~ streets, buildings, parking areas, and landscape areas;
  - f. Location, dimensions, and labeling of other features such as bicycle racks, dumpsters, trash cans, fences, signage, mechanical equipment;
  - g. Location of man-made features including irrigation facilities, bridges, railroad tracks, and buildings;
  - h. Location and identification of Sensitive Lands;
  - i. A tabulation table, showing total gross acreage, square footage of street



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rights of way, square footage of buildable area, square footage of landscaping, number of parking spaces, and if any, the number and type of dwellings, and the percentage devoted to each dwelling type and overall dwelling unit density; and

- j. Identification of property, if any, not proposed for development.
2. Grading and Drainage, showing the following:
  - a. North arrow, scale, and site plan underlay;
  - b. Topography contours at two (2) foot intervals.
  - ~~e. Areas of substantial earth moving with an erosion control plan;~~
  - ~~d.c.~~ Location of existing water courses, canals, ditches, springs, wells, culverts, and storm drains, and proposed method of dealing with all irrigation and waste water;
  - ~~e.d.~~ Direction of storm water flows, catch basins, inlets, outlets, waterways, culverts, detention basins, orifice plates, outlets to off-site facilities, and off-site drainage facilities ~~when necessary based on adopted City requirements;~~ and
3. Utilities, showing the following:
  - a. North arrow, scale, and site plan underlay;
  - b. All existing and proposed utilities including but not limited to: sewer, culinary water, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, transformers, junction boxes, communications lines, cable television lines, and street lights;
  - ~~e. Minimum fire flow required by the Kanab City Fire Code for the proposed structures, and fire flow calculations as required by the City;~~
  - ~~d.c.~~ Location and dimensions of all utility easements; and
  - ~~e. Letter from sewer and water providers, addressing the feasibility and their requirements to serve the project.~~
4. Landscaping, consistent with the requirements of the Kanab City Ordinance and/or the Landscape Density Bonus Qualifier if used.

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## Land Use Ordinance

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5. Typical Building Elevations - For representative building types showing the following:
  - a. Accurate front, rear, and side elevations drawn to scale;
  - b. Exterior surfacing materials and colors, including roofing material and color;
  - c. Outdoor lighting, furnishings and architectural accents; and
  - d. Location and dimensions of signs proposed to be attached to the building or structure.
- B. Plan Size and Quantity: Plans shall be drawn at a scale no smaller than 1-inch = 100-feet. Except for the landscaping plan, the plans shall be prepared, stamped and signed by a professional engineer licensed by the State of Utah. The Zoning Administrator shall reasonably determine the number of sets of plans required to undertake the review required by this section. One (1) set of plans, reduced to fit on 11 x 17 inch paper, shall be provided.
- C. Phased Final Site Plans: A Planned Development may be constructed in phases as shown on an approved Preliminary Site Plan. In such case, a Final Site Plan shall be submitted for each phase.
- D. Final Site Plan Time Limitation: At its discretion and for good cause, the Planning Commission may extend for twelve (12) months for one (1) time only the period for filing a Final Site Plan, or in the case of a phased planned development, a Final Site Plan for the first phase. If these time requirements are not met, the Planned Development Overlay shall be deemed revoked.
- E. Subdivision Requirements: An application for subdivision approval may proceed concurrently with an application for a planned development. Compliance with the requirements of this Chapter does not exempt any applicant from meeting the requirements of the Kanab, Utah Subdivision Ordinance, except as may be amended by the provisions of this Chapter.
- F. ~~Final Site Plan~~ Construction Limitations: Upon approval of ~~a Final Site Plan~~ the Construction Drawings for a planned development, construction shall proceed in accordance with approved plans and specifications, and in conformity with any conditions associated with the Planned Development Overlay approval.
- F.G. No permit shall be issued for any proposed building, structure or use within a planned development unless such building, structure or use accords with the approved Preliminary Site Plan and Final Site Plan, and with any conditions imposed in conjunction with such approvals.

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G-H Amendments: Amendments to approved plans and specifications shall be obtained by following the same procedure described in this Section 230-8.

#### Section 23-110 Density

- A. Base Density: The base density for a planned development shall be determined as set forth herein; provided, however, that base density shall not exceed the density permitted in the underlying zone in which the planned development will be situated.
- B. Base Density Calculation: The base density shall be determined by applying the following formula:

$$\text{Number of Units} = \frac{\text{Net Land Area}}{\text{Minimum Unit Size in Underlying Zone}}$$

The Net Land Area is defined as the Gross Land Area; minus 20% of the Gross Land Area to account for roads and alleys; minus the Sensitive Lands Area determined by the Natural Resource Inventory Map required in Section 230-8-C.

- C. Density Bonus: The City Council, after receiving a recommendation from the Planning Commission, may authorize a density bonus as an incentive for an applicant to provide amenities that are not required by this Chapter or the applicable underlying zone, and which otherwise would not be provided.
  - 1. The permitted bonus density shall be a minimum of 5%, with a maximum bonus density determined for a planned development utilizing the Analysis Table outlined in Exhibit L of this Chapter, in accordance with the following:

Bonus Densities	
Acres	Max Bonus %
10 - 100	10*
101 - 250	15
251 - 500	20
501 - 750	25
751 - up	30

\* includes automatic 5% Bonus

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## Land Use Ordinance

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2. The basis for granting a density bonus shall be included in the findings required to approve a planned development set forth in Section 20-8 of this Chapter.
3. A density bonus may be authorized up to the maximum allowed based upon provision of one (1) or more of the following criteria.
  - a. Combine and coordinate architectural styles, building forms, and structural/visual relationships within an environment that allows mixing of residential types and other land uses in an innovative and functionally efficient manner (up to 5%);
    - i. A minimum of seventy-five (75) percent of the front exterior of each dwelling exclusive of windows or doors consists of brick or stone.
    - ii. Required parking for each unit is provided within a garage.
    - iii. Provide a mix of residential types.
  - b. Providing for parks, trails, and recreational facilities (up to 5%);
    - i. The project includes recreational entities primarily for the use by residents of the development including swimming pools, sports courts, spas, barbecue and picnic facilities.
    - ii. Development of one (1) or more common buildings used for meetings, indoor recreation, day care, or other common uses.
    - iii. Dedication and improvement of land for accessible parks and trail systems that connect to existing trails and to the Master Trails Plan.
  - c. Encourage imaginative design, efficient utilization of land and the creation of permanent open space (up to 5%).
    - i. Additional landscaping is designed and installed along all streets of the development according to a theme which provides overall design unity.
    - ii. Theme lighting is used throughout the development for street lighting, walkway lighting, parking areas, entrances, and building exteriors.
    - iii. Perimeter fencing is used throughout the project that matches building design, such as, masonry columns or piers using the same brick or stone as the buildings.
    - iv. Special features such as fountains, streams, ponds, sculptures, buildings

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or other elements which establish a strong design theme for the development and are utilized in highly visible locations.

- d. Designating and donating land for public/civic buildings and amenities primarily for use by the general public (up to 5%); or constructing public/civic buildings and amenities primarily for use by the general public (up to an additional 5%); subject to acceptance by Kanab City; including at least four of the following:
  - i. Community center;
  - ii. Swimming pool;
  - iii. Recreational facility;
  - iv. Amphitheater;
  - v. School;
  - vi. Church;
  - vii. Fire station; or
  - viii. Library
- e. Providing for parking upgrades (up to 5%);
  - i. Parking Lots are screened from public view by means of increased berms or landscaping around the parking lot perimeter.
  - ii. Parking lots have landscaped islands beyond the minimum required by Chapter 9 of this ordinance.
  - iii. Additional large trees that will shade fifty (50) percent of the parking area upon tree maturation.
  - iv. Provision of screened recreational vehicle parking areas.
  - v. Neighborhood parking areas placed throughout the development.
- ~~f.~~d. Providing an affordable housing component into the development agreement (up to 10%).
- g. Implementing specific Off Site Improvements to meet General Plan Community Goals (up to 15%);

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- i. By implementing specific Goals as outlined in the Kanab City General Plan.

Approval made by the City Council with recommendations from the Kanab Planning and Zoning Commission.  
Requires cost analysis/benefit by City Engineer.

- h. Implementing specific Residential and Commercial Landscaping requirements. (up to 5%);

- i. Develop a Residential and Commercial Landscaping Plan to be approved in the Project Development Agreement.

See Exhibits J & K for suggested guidelines.

D. Density Cap: Regardless of the overall density allowed by the base density calculation and density bonuses, in no case shall the density exceed 15 units per acre.

#### Section 23-11 Development Standards

The development standards set forth in this section shall apply to any planned development and shall prevail over any contrary standard established in other chapters of this Title.

A. Residential Use Types: Residential use types within a planned development shall be shown on an approved site plan. See Chapter One for definitions.

B. Lot Area and Width: A planned development shall not be subject to the lot width and lot area requirements of the underlying zone in which the development is located. The area and widths of lots shall be shown on an approved site plan.

~~C. Lot and Dwelling Location Requirements:~~

~~1. Where possible, views of dwelling lots from exterior roads and abutting properties should be minimized by the use of changes in topography, existing vegetation, or additional landscaping.~~

~~2.1. Dwelling lots should be accessed from interior streets rather than from roads bordering a planned development.~~

D. Lot Lines and Building Setbacks: Lot lines and building setbacks shall match the underlying zone, except as modified by the development agreement.

**Commented [MC2]:** Bob's Note - roads bordering the proposed development may provide adequate access to lots in the PD, and prohibiting such access will lead to privacy walls and enclosed projects that don't integrate well with existing neighborhoods

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- E. Tract Perimeter Setback and Buffer Requirements: Structures shall be situated so as to maintain a minimum setback from any tract property line equivalent to the front yard setback of the underlying zone. When a tract adjoins land used for single-family dwellings, a thirty foot (30) landscape buffer shall be provided. Such buffer shall meet the development standards of Chapter 15 of this Title.
- F. Walls and Fences: Walls and fences may be required around the perimeter of a planned development.
- G. Height of Buildings: The maximum building height shall be limited to 35 feet, and shall not be less than twelve feet.
- H. Common Areas:
  - 1. Areas intended for public use shall be freely accessible from streets and/or other common area that have unrestricted entry. Areas intended for restricted use shall be interspersed within residential development so as to convey a sense of openness within the planned development. Residential development may not totally exclude open space from fronting onto streets at appropriate intervals.
  - 2. Common areas shall include all jointly used recreation areas and related landscaping provided for the use and/or visual enjoyment of the residents of the project. Common recreation areas shall be located and improved so they may be readily accessed and used by residents of the dwelling units they are intended to serve. Where necessary, walls or landscaping may be required to protect the privacy of adjoining residents. [Lot setback areas shall not be included in Common Area Calculations](#)
  - 3. Common areas may include:
    - a. Natural areas of undisturbed vegetation or disturbed areas planted with vegetation after development.
      - i. Use and maintenance of such areas shall be limited to removal of litter and accumulated plant material.
      - ii. Natural waterways shall be maintained as free-flowing and devoid of debris.
      - iii. Stream channels shall conform to the City storm water management requirements and be maintained so as not to alter flood plain levels or increase risk from erosion damage.
    - a. Agricultural uses where conditions are suitable for agricultural production.

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Minimum areas for agricultural use designation shall be five (5) acres.

- b. Garden plots for use by residents.
  - c. Greenways, including pedestrian ways, bike paths and equestrian trails linking residential areas with other open-space uses.
  - d. Recreation areas designed for specific recreational activities such as children's play areas, playing fields, tennis courts, and similar facilities.
  
  - e. Storm water control and management areas used in conjunction with other allowed uses as described herein.
  - f. Alleys, private streets, private drives, buildings and other impervious surfaces as needed to support common open space use. A determination as to whether the roads, buildings or other impervious surfaces may function as common open space shall be made in conjunction with approval of a preliminary site plan.
- I. Public and Community Facilities: In addition to dwellings, a planned development may include areas for schools, churches, public or private recreation buildings, and other similar community facilities.
- J. Required Improvements:
- 1. Streets shall be established according to street standards adopted by the City.
  - 2. Curb and gutter shall be required along each side of all streets except where the roadway is approved for construction according to City street standards.
  - 3. Sidewalks shall be installed along both sides of all streets except where alternate pedestrian ways are provided as part of an approved preliminary site plan.
  - 4. Storm water shall be controlled and managed according to a plan approved by the City.
  - 5. Water and sewer systems shall be provided in accordance with standards of the Kanab City Code.
  - 6. Street signs, street lighting, fencing, and any other required improvements shall be provided in accordance with City standards.
  - 7. Other utilities and improvements shall be provided and installed in accordance with City standards. Easements will be provided for any utilities that cross the



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common areas.

#### Section 23-12 Protection of Common Areas

- A. Maintenance of All Common Areas: If common areas are provided within a planned development, adequate guarantees shall be provided to maintain such common areas, and to protect such common areas from future development. Kanab City shall not be responsible for maintenance of any common areas.
1. Alleys and private streets; Kanab City will not be responsible for snow removal, street cleaning, street painting or any other street maintenance.
  2. When repairing utilities within private streets, alleys and common areas it shall be the responsibility of the utility provider to restore the common area to its previous condition.
- B. Landscape Areas within the Public Right-of-Way: Maintenance of landscape areas within the public street right-of-way abutting the property shall be maintained under the same guidelines as the common areas.
- C. Approved Guarantees: No certificate of occupancy shall be issued for any structure in a planned development until all required guarantees have been submitted to and approved by the City. The developer of a planned development may elect any of the following to preserve common areas.
1. Fee Simple Donation: A fee simple donation of any portion of common area land may be made to the City so long as the City agrees to accept such donation.
  2. Condominium Association: Common areas and facilities may be controlled by a condominium association as provided in the Utah Condominium Ownership Act. All common area land and facilities shall be held as a "common element."
  3. Homeowners Association: Common area land and facilities may be owned by a homeowners' association, subject to applicable provisions of state law. The developer shall provide the City with a description of the organization of the proposed association, including its by-laws, and all documents governing ownership, maintenance, and use restrictions for common facilities. The proposed association shall be established by the owner or applicant and shall be operating (with a financial subsidy from the developer if necessary) before the sale of any dwelling units in the planned development. The association documents shall include the following provisions:
    - a. Membership in the Association shall be mandatory for each owner and its

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grantees, successors and assigns.

- b. Restrictions concerning common open space and/or facilities shall run with the land and not for a period of years.
  - c. The Association shall be responsible for the maintenance of all common open space and/or facilities, liability insurance on all common open spaces and/or facilities and paying general property taxes on all common open spaces and/or facilities.
  - d. In the event the Association does not maintain private common open space areas and facilities as shown on an approved site plan, the City may perform any required maintenance and may thereafter recover all costs incident to performing the required maintenance from the Association and/or each of its members.
  - e. Members of the Association shall pay their pro rata share of costs of upkeep, maintenance, and operation of common open space and/or facilities and/or improvements not dedicated to the City. The association by-laws shall confer legal authority on the association to place a lien on the real property of any member whose dues become delinquent. The bylaws shall also provide that such delinquent dues and all accrued interest shall be paid before the lien may be removed.
  - f. Written notice to all association members and to the City shall be provided no less than sixty (60) days prior to any proposed transfer of any common area land or facility, or the assumption of maintenance for common area land or facility. No such transfer shall be effective unless approved by the City, which approval shall not be unreasonably withheld so long as it is consistent with the provisions of this Chapter and applicable law.
4. Private Conservation Organization or the City: Fee simple title of common area land or conservation easements may be transferred to a private non-profit conservation organization or to the City having jurisdiction where the land is located.
  5. Grant of Easements to the City: The City may, but shall not be required to, accept easements for public use of any portion of common area land or facilities. Such land shall be subject to a satisfactory maintenance agreement between the developer and the City.
  6. Non-Common Private Ownership: Common area land and facilities may be located on one (1) or more privately-owned lots of at least five (5) acres provided that the lot is restricted from future development through a conservation easement,

# **Kanab**

## **Land Use Ordinance**

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except uses allowed by an approved site plan.

**ORDINANCE NO. \_\_\_\_\_ O**  
AN ORDINANCE AMENDING KANAB CITY LAND USE ORDINANCE  
CHAPTER 23, PLANNED DEVELOPMENT OVERLAY

**WHEREAS**, the Kanab City Planning Commission and City staff have evaluated the current land use ordinance related to the Planning Commission;

**WHEREAS**, the Planning Commission has found a need for clarification, modification, and certain additions to Chapter 23, Planned Development Overlay;

**WHEREAS**, the Kanab City Planning Commission held a public hearing on October 18, 2022, reviewed, discussed, and then recommended to the Kanab City Council changes to the Land Use Ordinance, Chapter 23;

**WHEREAS**, the Kanab City Council met during its regularly scheduled meeting on June 13, 2023, to consider, among other things, amending the Kanab City Land Use Ordinance, Chapter 23, Planned Development Overlay.

**NOW, THEREFORE, BE IT ORDAINED** by the Kanab City Council that the Kanab City Land Use Ordinance is hereby amended as reflected in the \_\_\_page(s) attached hereto.

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

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

This ordinance shall be effective upon the required posting.

**PASSED AND ORDERED POSTED** this 13th day of June, 2023.

KANAB CITY

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
RECORDER

**VOTING:**

Kerry Glover	Yea ___ Nay ___
JD Wright	Yea ___ Nay ___
Arlon Chamberlain	Yea ___ Nay ___
Scott Colson	Yea ___ Nay ___
Chris Heaton	Yea ___ Nay ___

POSTED the \_\_\_ day of \_\_\_\_\_, 2023, as certified by the Recorder: \_\_\_\_\_.

RECORDER

**Mayor**  
Colten Johnson  
**City Council**  
Arlon Chamberlain  
Scott Colson  
Chris Heaton  
Kerry Glover



**KANAB**  
—UTAH—

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

**DATE:** June 13, 2023  
**TO:** Mayor and City Council  
**SUBJECT:** School Invoice – Oversize Sewer and Road Project  
**PREPARED BY:** City Manager, Kyler Ludwig

---

**Background:**

In 2021 Kane County School District negotiated with staff from Kanab City to oversize and complete infrastructure that was the City’s responsibility at the same time as the School project. The negotiations included having the sewer on Swapp Drive oversized from a 9’ pipe to a 15’ pipe and a deeper excavation. The sewer project is impact fee eligible. Negotiations also included widening of the street at Powell Drive and Kanab Creek Drive; the district accepted the costs to pave 25 feet, and any additions were to be paid by the City.

On April 25<sup>th</sup> the City Council reviewed the proposed invoice. City staff has continued to work with the district.

The Sewer invoice is for oversizing the sewer on Escalante is a typical agreement seen by the city made with developers.

The Streets invoice for oversizing the roads near the school allowing for better traffic flow at the school is not typical of previous agreements entered into by Kanab City. Kanab City typically requires developers to pay for infrastructure surrounding their development when the developer is the primary beneficiary of the infrastructure.

**Analysis:**

In 2021 it was estimated that the City’s costs would be around 218,906 with half coming from impact fees and the other half coming from our capital projects fund. (This included a 5% fee to Hughes Construction).

The invoice from the school in April was for \$267,745.

— A Western Classic —

During discussions with the district, they have proposed a reduction in the original invoice to \$208,482.

Sewer- \$68,372.09

Streets- \$140,110.20

The School has asked that the City also pay for two change orders for the work. The change orders were approved by the School District during Construction (Kanab City was not part of the approvals for the change orders).

Sewer Pipe - \$5,460

Asphalt Increase - \$10,680

**Legal:**

Pending legal review.

Legal recommends entering into a contract with the school district if the council agrees to pay the invoice.

**Financial:**

Costs will need to come from the City's Transportation Impact Fees, Capital Projects Fund, and the Sewer Impact Fees

**Recommendations/Actions:** It is recommended the City Council:

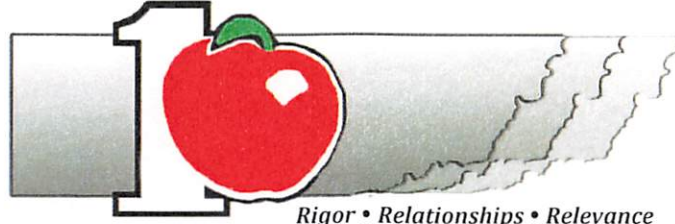
Authorize Staff to pay Kane County School District \$ \_\_\_\_\_ for the work performed to oversize sewer infrastructure and complete road work near the new Elementary School.



# Kane School District

**BOARD OF EDUCATION**

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



*Rigor • Relationships • Relevance*  
 Every Student, Every Day

BEN DALTON, Ed.D  
 Superintendent  
  
 CARY A. REESE, CPA  
 Business Manager

*Kane County School District  
 746 South 175 East  
 Kanab, UT 84741*

*Date: 03/02/2023*

*Invoice #1242*

*Kanab City Office  
 Attn: Kyler Ludwig  
 26 North 100 East  
 Kanab, UT 84741*

Description	Quantity	Unit Price	Line Total
<i>Invoicing for offsite work and improvements requested by Kanab City.</i>  <i>Work performed in Kanab Creek Ranchos.</i>  <i>See attached documents.</i>  <i>Business Manager, KCSD                      Cary A. Reese</i>	<i>1</i>	<i>\$283,885.00</i>	<i>\$283,885.00</i>
<i>Subtotal</i>			<i>\$283,885.00</i>
<i>Tax Total</i>			<i>\$283,885.00</i>

*Make all checks payable:  
 Kane County School District  
 746 South 175 East  
 Kanab, UT 84741*

*Cary A. Reese*



# HUGHES

## GENERAL CONTRACTORS

Cary,

Below is a summary of all the costs associated with the additional work added by Kanab City in design document PR #15. Attached is the backup documentation with pricing from Barco. If wanted I can provide plan sheets showing the changes. Please let me know if any more information is needed.

Summary	City Portion
PR 15 City Requested Off Site Civil Changes	\$ 267,745.00
Cost Increase of 15" Sewer Pipe	\$ 5,460.00
Asphalt Price Increase 42,720 SF @ \$.25/SF	\$ 10,680.00
<b>Total</b>	<b>\$ 283,885.00</b>

**CARSON DALTON**

Project Manager

**HUGHES GENERAL CONTRACTORS**

435.393.6521

[carson@hughesgc.com](mailto:carson@hughesgc.com)

Corporate Office  
900 No. Redwood Road  
P.O. Box 540700  
North Salt Lake, UT 84054  
Fax (801) 295-0530  
Phone: (801) 292-1411



St. George Office  
62 West Industrial Road  
Washington, UT 84780  
Fax (435) 628-0328  
Phone: (435) 628-0047





# Proposal

Office: 435-251-9253

Fax: 251-9263

UT License: 5773291-5501 / AZ RDC232588

Email: barco-estimating@gmail.com

1111 South 1900 East Washington, UT 84780

**Job Name:** Kanab Elementary Site Plan Review #2

**Job Number:**

**LOCATION, City (Address):**

**Contact Person and Number:** Jason Sherwood (435)619-1087

Item #	Description	QTY	Unit	Unit Price	Total Amount
<b>Kanab Creek Drive</b>					
1	Regrade Road <span style="float: right;">Kanab City</span>	7830	SF	\$0.20	\$1,566.00
2	8" Base Course <span style="float: right;">Kanab City</span>	31160	SF	\$0.90	\$28,044.00
3	3" Asphalt <span style="float: right;">Kanab City</span>	31160	SF	\$1.96	\$61,073.60
4	Demolition <span style="float: right;">KCSD</span>	1	LS	\$5,100.00	\$5,100.00
5	<del>Relocate Existing Transformer <span style="float: right;">Garkane</span></del>	<del>2</del>	<del>EA</del>	<del>\$2,500.00</del>	<del>\$5,000.00</del>
6	<del>Relocate Existing Light Pole <span style="float: right;">Garkane</span></del>	<del>2</del>	<del>EA</del>	<del>\$4,500.00</del>	<del>\$9,000.00</del>
7	Connect to and Extend Existing 24" Culvert <span style="float: right;">Kanab City</span>	12	LF	\$50.00	\$600.00
8	Re-install Valve Boxes with Concrete Collars <span style="float: right;">Kanab City</span>	7	EA	\$175.00	\$1,225.00
9	Restore Access to Existing Homes <span style="float: right;">Kanab City</span>	3	EA	\$1,750.00	\$5,250.00
10	Adjust Existing Water Manhole Rim to Grade <span style="float: right;">Kanab City</span>	1	EA	\$1,500.00	\$1,500.00
<b>Powell Drive</b>					
1	Regrade Road <span style="float: right;">Kanab City</span>	540	SF	\$0.20	\$108.00
2	8" Base Course <span style="float: right;">Kanab City</span>	11560	SF	\$0.90	\$10,404.00
3	3" Asphalt <span style="float: right;">Kanab City</span>	11560	SF	\$1.96	\$22,657.60
4	Demolition <span style="float: right;">KCSD</span>	1	LS	\$7,500.00	\$7,500.00
5	Adjust Existing PRV Vault Rim to Grade <span style="float: right;">Kanab City</span>	2	EA	\$1,500.00	\$3,000.00
<b>Escalante Drive Sewer</b>					
1	8" Base Course <span style="float: right;">Kanab City</span>	11950	SF	\$0.90	\$10,755.00
2	3" Asphalt <span style="float: right;">Kanab City</span>	11950	SF	\$1.96	\$23,422.00
3	Demolition <span style="float: right;">Kanab City</span>	1	LS	\$8,500.00	\$8,500.00
4	Lower Sewer Depth From 9' to 16' <span style="float: right;">Kanab City</span>	390	LF	\$25.00	\$9,750.00
5	Upsize Sewer Diameter from 8" to 15" <span style="float: right;">Kanab City</span>	390	LF	\$13.75	\$5,362.50
6	6" C900 Water Line <span style="float: right;">Kanab City</span>	210	LF	\$25.54	\$5,363.40
7	Connect to Existing Water Line <span style="float: right;">Kanab City</span>	2	EA	\$3,710.00	\$7,420.00
8	8x6 Tee <span style="float: right;">Kanab City</span>	1	EA	\$375.00	\$375.00
9	6" Elbow <span style="float: right;">Kanab City</span>	1	EA	\$325.00	\$325.00
10	6" Gate Valve <span style="float: right;">Kanab City</span>	1	EA	\$1,725.00	\$1,725.00
11	Restore Access to Existing Homes <span style="float: right;">Kanab City</span>	3	EA	\$1,750.00	\$5,250.00
12	Additional Manhole <span style="float: right;">Kanab City</span>	1	LS	\$5,075.00	\$5,075.00
13	Manhole Price Increase for increased Depth <span style="float: right;">Kanab City</span>	2	EA	\$2,950.00	\$5,900.00
14	Additional Sewer Stubs on Escalante Drive <span style="float: right;">Kanab City</span>	3	EA	\$750.00	\$2,250.00
15					\$0.00
<b>Swapp Drive</b>					
	Demolition <span style="float: right;">Kanab City</span>	1	LS	\$5,500.00	\$5,500.00
	8" Base Course <span style="float: right;">Kanab City</span>	7900	SF	\$0.90	\$7,110.00
	3" Asphalt <span style="float: right;">Kanab City</span>	7900	SF	\$1.96	\$15,484.00
					\$0.00
					\$0.00
					\$0.00
<b>Total Bid Amount</b>					<b>\$281,595.10</b>

Kanab City subtotal.....	\$254,995
Hughes OH&P @5%.....	\$12,750
<b>TOTAL.....</b>	<b>\$267,745</b>



**AIA**<sup>®</sup>

# Document G709™ – 2018

## Proposal Request

**PROJECT:** *(name and address)*  
Kanab Elementary School  
Kanab, Utah

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: March 15, 2021

Architect's Project Number: 113.011  
Proposal Request Number: 015  
Proposal Request Date: June 22, 2021

**OWNER:** *(name and address)*  
Kane County School District

**ARCHITECT:** *(name and address)*  
Naylor Wentworth Lund Architects, P.C.

**CONTRACTOR:** *(name and address)*  
Hughes General Contractors, Inc. Utah

746 South 175 East  
Kanab, Utah 84741

163 West 1600 South, Suite 1  
St. George, UT 84770

DOPL #503261  
900 North Redwood Rd  
PO Box 540700  
North Salt Lake, UT 84054-0700  
Utah DOPL #5032616-5501

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Fourteen (14) days or notify the Architect in writing of the anticipated date of submission.

*(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)*

Submit a detailed breakdown of costs to modify the off-site civil design as noted in the attached drawings. The modifications with required pricing breakdowns are summarized as follows:

● **Sheet C2.1**

**1. Additional demolition and removal of existing asphalt in Kanab Creek Drive and Powell Drive.**

a. School District Responsibility - Breakout this pricing.

**2. Relocations of transformers and light poles.**

a. Information only - This item is to be completed and paid for by Garkane Energy.

● **Sheet C2.3**

**1. Added additional city street asphalt to complete full width of Kanab Creek Drive and Powell Drive and their associated intersections.**

a. Kanab City Responsibility - Breakout this pricing.

● **Sheets C3.4-C3.7**

**1. Revised off-site sewer. These revisions included re-alignment of the sewer, larger and deeper sewer pipe in Escalante Drive (and associated site implications), an additional manhole, and additional sewer stubs in Escalante Drive.**

a. Kanab City Responsibility - Breakout the pricing for all costs associated with installing the larger and deeper sewer in Escalante Drive (including a wider trench and site improvement replacements).

b. Kanab City Responsibility - Breakout the pricing for all costs associated with installing the sewer stubs in Escalante Drive.

c. School District Responsibility - Breakout the pricing for any other costs not included in the above two items.

**2. Relocated water line in Escalante Drive.**

a. Kanab City Responsibility - Breakout this pricing.

● **Sheet C3.8**

**1. Revised TBC elevation of curb inlet.**

a. School District Responsibility - Breakout this pricing, if any.

● **Sheets C4.1-C4.3**

**1. Updated grading per site changes (C2.3 revisions).**

a. School District Responsibility - Breakout this pricing, if any.



● Sheets C5.1-C5.2

**1. Updated sections, utility coordination, and profiles per site changes (C2.3 revisions).**

a. Kanab City Responsibility - Breakout the pricing for all costs associated with widening the width of new asphalt (including new asphalt, new base course, restoration of accesses to homes, and adjusting the existing PRV vault rim to grade) are to be paid for by the City.

b. School District Responsibility - Breakout the pricing for any other costs not included in the above item.

Attachments

- 1 - Sheet C2.1 (Revised)
- 2 - Sheet C2.3 (Revised)
- 3 - Sheet C3.4 (Revised)
- 4 - Sheet C3.5 (Revised)
- 5 - Sheet C3.6 (Revised)
- 6 - Sheet C3.7 (Revised)
- 7 - Sheet C3.8 (Revised)
- 8 - Sheet C4.1 (Revised)
- 9 - Sheet C4.2 (Revised)
- 10 - Sheet C4.3 (Revised)
- 11 - Sheet C5.1 (Revised)
- 12 - Sheet C5.2 (Revised)

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

---

**REQUESTED BY THE ARCHITECT:**

Terance White, Project Architect  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**



# Proposal

Office: 435-251-9253  
Fax: 251-9263

UT License: 5773291-5501 / AZ: ROC232588  
Email: barco.estimating@gmail.com

1111 South 1900 East Washington, UT 84780

Job Name: Kanab Elementary (Crane Path and Sewer Cost Increase)

Job Number:

Bid Date: 12/22/2021

LOCATION, City (Address):

Contact Person and Number:

Item #	Description	QTY	Unit	Unit Price	Total Amount
1					
2					
3					
4					
5					
6					
7	15" Sewer Pipe Cost Increase	390	LF	\$14.00	\$5,460.00
8					\$0.00
9					\$0.00
10					\$0.00
11					\$0.00
12					\$0.00
13					\$0.00
14					\$0.00
Total Bid Amount					



# Proposal

Office: 435-251-9253

Fax: 251-9263

UT License: 5773291-5501 / AZ: R0C232588

Email: barco.estimating@gmail.com

1111 South 1900 East Washington, UT 84780

Job Name:

Job Number:

Bid Date:

LOCATION, City (Address):

Contact Person and Number:

Item #	Description	QTY	Unit	Unit Price	Total Amount
6	Kanab Creek Drive				\$0.00
7	3" Asphalt	31160	SF	\$0.25	\$7,790.00
8	Powell Drive				\$0.00
9	3" Asphalt	11560	SF	\$0.25	\$2,890.00
10					\$0.00
11					\$0.00
12					\$0.00
13					\$0.00
14					\$0.00
<b>Total Bid Amount</b>					<b>\$10,680.00</b>

Price increase for Asphalt

Pr 15 Additional City asphalt Kanab Creek Drive and Powell (Kanab City Portion)

In PR 15 62,570 SF of Asphalt was added by for the work requested by the City. Some of the work was able to be done before any price increase on asphalt took place. The work done in Kanab Creek and in Powell was done after the asphalt price increase.



May 26, 2021

Kanab City  
Attn: Mike Reynolds  
Land Use Coordinator  
26 North 100 East  
Kanab, Utah 84741

**RE: Kanab Elementary School – Site Plan 3<sup>rd</sup> Review Response**

Dear Mr. Reynolds,

We are providing this letter in response to 3<sup>rd</sup> review comments concerning the Kanab Elementary School Project as received from the City Engineer, Civil Science, dated May 3, 2021. Review comments from the City Engineer are in *italics* and our response follows in **bold**:

1. *Sewer*

- a. *The cost to upsize and deepen the sewer invert elevation on Escalante Drive will be paid for by the City. OK.*
- b. *The sewer depth for Swapp Drive shall be 9.0' according to Kanab City Standard. The sewer cannot be 6.0' deep after it crosses Powell Drive. **OK. This has been updated in the revised construction drawings and will be paid for by the School District.***
- c. *The realignment of the sewer line along Escalante Drive is required regardless of sewer depth. The sewer realignment, including access to homes, asphalt, base, and demolition, will be paid for by the applicant. All costs of moving the water line including access to homes, asphalt, base, demolition, water line, and water line appurtenances will be paid for by the City. **Per follow-up correspondence with Kelvin Smith in an email dated May 7, 2021, the City will be pay for the increase in cost due to the deeper excavation. A 9-foot deep sewer requires a 13-foot wide excavation trench. A 15-foot deep sewer increases the width to 27 feet. We have calculated the following cost share for items related to widening the excavation trench:***
  - **School District Cost Share: 48.2% (13 / 27 = 0.482)**
  - **City Cost Share: 51.8% (14 / 27 = 0.518)**

2. *Powell Drive and Kanab Creek Drive*

- a. *The layout of the Kanab Creek Drive intersections with Vermillion Drive and Powell Drive do not show taper, angles, lengths, dimensions, and other information to verify the asphalt and base quantities provided in the proposal. Garkane Energy is responsible for all power utility relocations because of City road projects. Garkane Energy will do the transformer and light pole relocation work and not Barco. The applicant is responsible for 25' of asphalt width of all roads fronting*

*the project. The City's portion of costs for the asphalt and based quantities should only include 20' of asphalt on Kanab Creek Drive and Powell Drive plus the additional intersection areas at Vermillion Drive and Powell Drive. Per follow-up correspondence with Kelvin Smith in an email dated May 7, 2021, the quantities have been verified by him per the drawing scale such that dimensions are not being required. We have initiated and will follow through with coordination with Garkane Energy. We have adjusted the quantities such that the City will only pay for costs associated with widening the road, which includes the PRV vault modification.*

- b. *The site distance problem on Kanab Creek Drive is an existing site deficiency to be addressed and paid for by the applicant, including restoring access to existing homes. Costs associated with 2.a (widening the road to full 45' of asphalt) will be paid for by the City. OK. We have adjusted the quantities such that the School District will pay for all costs associated with regrading the road to address the site deficiency, which includes adjusting valve boxes and extending the culvert. The City will pay for all costs associated with widening the road and installing asphalt through the intersections, which includes their share (44.4%) of restoring access to existing homes.*
3. *Traffic Impact Study*
- a. *The City has concerns about the anticipated surge in traffic during drop off and pickup times, and especially concerned about the left-turn motion from Kanab Creek Drive to US-89A. A traffic study is required for the project. The School District is coordinating directly with the City to address this comment.*

An updated break-down of the final cost share per the most recent coordination outlined in this letter is below (see *Kanab Elementary School – City Coordination Meeting* letter, dated April 30, 2021). The items associated with each off-site portion is attached with this letter, including quantities and unit costs.

- Sewer in Escalante Drive Costs: \$51,621.78
- Powell Drive Costs: \$37,945.60
- Kanab Creek Drive Costs: \$94,036.54

Kanab City Portion Total: \$183,603.92

We appreciate your review of this project and have enclosed revised construction drawings. Thank you.

Sincerely,



Jared Madsen, P.E.

ALPHA ENGINEERING COMPANY

Cc: Terance White, Naylor Wentworth Architects



**Kane County School District**  
**Kanab Elementary School -- Off-Site City Improvements to be Paid for by City**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	CONTRACTOR PRICE Dollars & Cents	MARKUP PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
<b>Kanab Creek Drive</b>						
1	8" Base Course	31,160	S.F.	\$0.90	\$0.95	\$29,602.00
2	3" Asphalt	31,160	S.F.	\$1.96	\$2.06	\$64,189.60
3	Restore Access to Existing Homes	1.333	EA.	\$175.00	\$183.75	\$244.94
Kanab Creek Drive Subtotal						\$94,036.54
<b>Powell Drive</b>						
1	8" Base Course	11,560	S.F.	\$0.90	\$0.95	\$10,982.00
2	3" Asphalt	11,560	S.F.	\$1.96	\$2.06	\$23,813.60
3	Adjust Existing PRV Vault Rim to Grade	2	EA.	\$1,500.00	\$1,575.00	\$3,150.00
Powell Drive Subtotal						\$37,945.60
<b>Escalante Drive Sewer</b>						
1	8" Base Course	4,630	S.F.	\$0.90	\$0.95	\$4,398.50
2	3" Asphalt	4,630	S.F.	\$1.96	\$2.06	\$9,537.80
3	Demolition	0.518	L.S.	\$5,500.00	\$5,775.00	\$2,991.45
4	Lower Sewer Depth from 9' to 15'	390	L.F.	\$25.00	\$26.25	\$10,237.50
5	Upsize Sewer Diameter from 8" to 15"	390	L.F.	\$13.75	\$14.44	\$5,631.60
6	6" C900 PVC Water Line	210	L.F.	\$25.54	\$26.82	\$5,632.20
7	Connect to Existing Water Line	2	EA.	\$3,710.00	\$3,895.50	\$7,791.00
8	8x6 Tee	1	EA.	\$375.00	\$393.75	\$393.75
9	6" Elbow	1	EA.	\$325.00	\$341.25	\$341.25
10	6" Gate Valve	1	EA.	\$1,725.00	\$1,811.25	\$1,811.25
11	Restore Access to Existing Homes	1.554	EA.	\$1,750.00	\$1,837.50	\$2,855.48
Escalante Drive Sewer Subtotal						\$51,621.78
<b>TOTAL</b>						<b>\$183,603.92</b>





43 South 100 East, Suite 100 T 435.628.6500  
St George, Utah 84770 F 435.628.6553

alphaengineering.com

June 10, 2021

Kanab City  
Attn: Mike Reynolds  
Land Use Coordinator  
26 North 100 East  
Kanab, Utah 84741

**RE: Kanab Elementary School – Site Plan 4<sup>th</sup> Review Response**

Dear Mr. Reynolds,

We are providing this letter in response to 4<sup>th</sup> review comments concerning the Kanab Elementary School Project as received from the City Engineer, Civil Science, dated June 8, 2021. Review comments from the City Engineer are in *italics* and our response follows in **bold**:

1. *Sewer*

- a. *To aid in the future safety of City Public Works Staff, sewer pipe stubs will be required on the two deep sewer manholes on Escalante Drive. The following describes the pipe stub's size, direction and slope. **OK.***
- b. *Swapp Drive & Escalante Drive manhole requires a 20' pipe stub and cap of a 15" line at 0.50% slope heading north. **OK.***
- c. *Willow Drive & Escalante Drive manhole requires a 20' pipe stub and cap of a 10" line at 5.00% slope heading west. **OK.***
- d. *Willow Drive & Escalante Drive manhole requires a 20' pipe stub and cap of an 8" line at 0.50% slope heading south. **OK.***

2. *Traffic Impact Study*

- a. *Civil Science has been in contact with the School District and their engineer about the scope and expectations of a traffic impact study. **OK.***

The final cost share provided in the previous letter will be updated to include the three new sewer stubs and associated improvements. The amount, including a comprehensive breakdown of quantities and unit costs, will be provided separately to the City. We appreciate your review of this project and have enclosed revised construction drawings.

Sincerely,

Jared Madsen, P.E.  
ALPHA ENGINEERING COMPANY

Cc: Terance White, Naylor Wentworth Architects



43 South 100 East, Suite 100 T 435.628.6500  
St George, Utah 84770 F 435.628.6553

alphaengineering.com

April 30, 2021

Kanab City  
Attn: Mike Reynolds  
Land Use Coordinator  
26 North 100 East  
Kanab, Utah 84741

**RE: Kanab Elementary School – City Coordination Meeting**

Dear Mr. Reynolds,

We are providing this letter pursuant to the meeting on March 17, 2021 at the Kanab City Offices. The meeting was attended by Kanab City (City), Kane County School District (School District), and the Kanab Elementary School Project Team (Project Team). The following items were discussed.

1) Sewer

- a) The City indicated that a 15-inch sewer line will be required in the portion of new pipe that runs along Escalante Drive (between the new manhole #10 and the connection to the existing manhole on Escalante Drive and Willow Drive). This line is to be installed at a minimum slope (0.5%) with a 0.2-foot drop across manholes.

*Cost to upsize from an 8-inch sewer line to a 15-inch sewer line will be paid for by the City.*

- b) The City indicated that a nine-foot depth will be required along Swapp Drive for the portion fronting the park. After the line crosses Powell Drive, it can be raised to a six-foot depth. Once the line reaches Escalante Drive (new manhole #10), the line will need to be deeper such that a minimum slope extends up from the connection to the existing manhole on Escalante Drive and Willow Drive.

*No additional costs will be paid for by the City to install to the nine-foot depth in Swapp Drive. Cost to lower the sewer depth from nine feet to approximately sixteen feet in Escalante Drive will be paid for by the City.*

- c) The alignment of the sewer line through the future Kanab Ranchos Park and along Swapp Drive was approved by the City. The alignment for the 15-inch portion of the sewer line will need to be adjusted to permit construction of the line at the lower depth.

*Additional costs incurred by lowering the sewer and re-aligning it into the roadway along the 15-inch portion of pipe will be paid for by the City. These costs include additional demolition, asphalt replacement, relocation of the existing water line, and other incidental costs.*

2) Powell Drive and Kanab Creek Drive

- a) The City indicated that the asphalt typical sections for Powell Drive and Kanab Creek Drive are to extend the full 45-foot width fronting the road and extending through the intersections. The layout will be designed to include a taper extending beyond the intersections that will transition to the existing adjacent roadway widths.

*Costs associated with installing asphalt beyond a 25-foot width fronting the school will be paid for by the City. These costs include additional demolition, asphalt replacement, and other incidental costs.*

- b) The meeting attendees met on-site to observe the vertical curve along Kanab Creek Drive. The City instructed the Design Team to make the necessary adjustments to the Kanab Creek Drive profile to eliminate the sight distance problem with the current road profile. The Design Team will provide a breakdown of the additional cost to regrade the road, which the City will review prior to approving the design for construction.

*Costs associated with re-grading the Kanab Creek Drive profile will be paid for by the City.*

3) Traffic Impact Study

- a) Discussion was had regarding requirements and completion of a Traffic Impact Study. The School District indicated they would reach out to the City outside of the meeting to discuss this requirement. It was determined that a Traffic Impact Study would not be required.

*No additional costs.*

We appreciate your coordination efforts with this project. We have enclosed revised construction drawings per the items requested above. In addition, we have enclosed improvement costs to be completed for the City that were provided by BARCO to Hughes General Contractors. We have reviewed the unit costs provided and they appear to be in line with current bids we are familiar with. The contract between Hughes and the school district provides for a 5% markup for all subcontracts on this project. A summary of the costs associated with the improvement costs that would be reimbursed by the City, are below which include the 5% markup.

- Sewer in Escalante Drive Costs: \$124,276.53
- Powell Drive Costs: \$45,853.08
- Kanab Creek Drive Costs: \$69,971.27

Kanab City Portion Total: \$240,100.88

We would appreciate your review of the final drawings and costs and let us know if you have any further comments and if the City would like to proceed with these modifications.

Sincerely,



Jared Madsen, P.E.

ALPHA ENGINEERING COMPANY

Cc: Terance White, Naylor Wentworth Architects



# Proposal

**Office: 435-251-9253**  
**Fax: 251-9263**

UT License: 5773291-5501 / AZ: R0C232588  
 Email: barco.estimating@gmail.com

1111 South 1900 East Washington, UT 84780

**Job Name:** Kanab Elementary Site Plan Review #2

**Job Number:**

**LOCATION, City (Address):**

**Contact Person and Numer:** Jason Sherwood (435)619-1087

Item #	Description	QTY	Unit	Unit Price	Total Amount
<b>Kanab Creek Drive</b>					
1	Regrade Road	7830	SF	\$0.20	\$1,566.00
2	8" Base Course	31160	SF	\$0.90	\$28,044.00
3	3" Asphalt	31160	SF	\$1.96	\$61,073.60
4	Demolition	1	LS	\$5,100.00	\$5,100.00
5	Relocate Existing Transformer	2	EA	\$2,500.00	\$5,000.00
6	Relocate Existing Light Pole	2	EA	\$4,500.00	\$9,000.00
7	Connect to and Extend Existing 24" Culvert	12	LF	\$50.00	\$600.00
8	Re-install Valve Boxes with Concrete Collars	7	EA	\$175.00	\$1,225.00
9	Restore Access to Existing Homes	3	EA	\$1,750.00	\$5,250.00
10	Adjust Existing Water Manhole Rim to Grade	1	EA	\$1,500.00	\$1,500.00
<b>Powell Drive</b>					
1	Regrade Road	540	SF	\$0.20	\$108.00
2	8" Base Course	11560	SF	\$0.90	\$10,404.00
3	3" Asphalt	11560	SF	\$1.96	\$22,657.60
4	Demolition	1	LS	\$7,500.00	\$7,500.00
5	Adjust Existing PRV Vault Rim to Grade	2	EA	\$1,500.00	\$3,000.00
<b>Escalante Drive Sewer</b>					
1	8" Base Course	8940	SF	\$0.90	\$8,046.00
2	3" Asphalt	8940	SF	\$1.96	\$17,522.40
3	Demolition	1	LS	\$5,500.00	\$5,500.00
4	Lower Sewer Depth From 9' to 16'	390	LF	\$25.00	\$9,750.00
5	Upsize Sewer Diameter from 8" to 15"	390	LF	\$13.75	\$5,362.50
6	6" C900 Water Line	210	LF	\$25.54	\$5,363.40
7	Connect to Existing Water Line	2	EA	\$3,710.00	\$7,420.00
8	8x6 Tee	1	EA	\$375.00	\$375.00
9	6" Elbow	1	EA	\$325.00	\$325.00
10	6" Gate Valve	1	EA	\$1,725.00	\$1,725.00
11	Restore Access to Existing Homes	3	EA	\$1,750.00	\$5,250.00
					\$0.00
<b>Total Bid Amount</b>					<b>\$228,667.50</b>

**Notes:**

1. Upsize charge from 8" to 15" is just difference in per foot price original bid amount of 8" will still be billed



43 South 100 East, Suite 100 T 435.628.6500  
St George, Utah 84770 F 435.628.6553

alphaengineering.com

August 12, 2021

Kanab City  
Attn: Mike Reynolds  
Land Use Coordinator  
26 North 100 East  
Kanab, Utah 84741

**RE: Kanab Elementary School – Cost Share Between Kanab City and Kane County School District**

Dear Mr. Reynolds,

We are providing this letter to support the submitted cost share amount between Kanab City (City) and Kane County School District (KCSD) regarding off-site utility and site improvement work to be performed in conjunction with the Kanab Elementary School Project. Our calculations are based on correspondence with the City and City Engineer in the meeting held on March 17, 2021 and through subsequent coordination. A summary of the cost share is presented below, and a detailed breakdown is being attached with this letter.

- Proposal Request Amount from Contractor: \$280,974.86
- Amount to be Paid for by KCSD: \$62,068.45
- Amount to be Paid for by City: \$218,906.41

The amounts have been determined based on the understanding that the City will pay for all costs associated with utility and site improvements that are part of their master planning efforts and beyond what is needed to service the Kanab Elementary School. This generally includes widening of asphalt in Kanab Creek Drive and Powell Drive; upsizing and lowering sewer in Escalante Drive; and relocating a portion of water line affected by the low sewer in Escalante Drive. Most of the items are clearly identified and percentages calculated in the *Kanab Elementary School – Site Plan 3<sup>rd</sup> Review Response*, dated May 26, 2021, attached and hereby referenced.

We appreciate your help in coordinating this project and the feedback the City has provided throughout. If you have any questions regarding this cost share, please let us know.

Sincerely,

Jared Madsen, P.E.  
ALPHA ENGINEERING COMPANY

Cc: Terance White, Naylor Wentworth Architects

Encl: KCSD Kanab Elementary School – PR 15 City Approval Changes Cost Share Breakdown  
Kanab Elementary School – Site Plan 3<sup>rd</sup> Review Response

**Kane County School District**  
**Kanab Elementary School -- PR 15 City Approval Civil Changes**

ITEM NO.	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents	KCWD		Kanab City	
<b>Kanab Creek Drive</b>									
1	Regrade Road	290	C.Y.	\$5.40	\$1,566.00	100.0%	\$1,566.00	0.0%	\$0.00
2	8" Base Course	31,160**	S.F.	\$0.90	\$28,044.00	0.0%	\$0.00	100.0%	\$28,044.00
3	3" Asphalt	31,160**	S.F.	\$1.96	\$61,073.60	0.0%	\$0.00	100.0%	\$61,073.60
4	Demolition	1**	L.S.	\$5,100.00	\$5,100.00	0.0%	\$0.00	100.0%	\$5,100.00
7	Connect to and Extend Existing 24" Culvert	12	L.F.	\$50.00	\$600.00	100.0%	\$600.00	0.0%	\$0.00
8	Re-install Valve Boxes with Concrete Collars	7	EA.	\$175.00	\$1,225.00	100.0%	\$1,225.00	0.0%	\$0.00
9	Restore Access to Existing Homes	3	EA.	\$1,750.00	\$5,250.00	55.6%	\$2,919.00	44.4%	\$2,331.00
10	Adjust Existing Water Manhole Rim to Grade	1	EA.	\$1,500.00	\$1,500.00	100.0%	\$1,500.00	0.0%	\$0.00
Kanab Creek Drive Subtotal					\$104,358.60		\$7,810.00		\$96,548.60
<b>Powell Drive</b>									
1	Regrade Road	20	C.Y.	\$5.40	\$108.00	100.0%	\$108.00	0.0%	\$0.00
2	8" Base Course	11,560**	S.F.	\$0.90	\$10,404.00	0.0%	\$0.00	100.0%	\$10,404.00
3	3" Asphalt	11,560**	S.F.	\$1.96	\$22,657.60	0.0%	\$0.00	100.0%	\$22,657.60
4	Demolition	1**	L.S.	\$7,500.00	\$7,500.00	0.0%	\$0.00	100.0%	\$7,500.00
5	Adjust Existing PRV Vault Rim to Grade	2	EA.	\$1,500.00	\$3,000.00	0.0%	\$0.00	100.0%	\$3,000.00
Powell Drive Subtotal					\$43,669.60		\$108.00		\$43,561.60
<b>Escalante Drive Sewer</b>									
1	8" Base Course	11,950	S.F.	\$0.90	\$10,755.00	48.2%	\$5,183.91	51.8%	\$5,571.09
2	3" Asphalt	11,950	S.F.	\$1.96	\$23,422.00	48.2%	\$11,289.40	51.8%	\$12,132.60
3	Demolition	1	L.S.	\$8,500.00	\$8,500.00	48.2%	\$4,097.00	51.8%	\$4,403.00
4	Lower Sewer Depth from 9' to 16'	390	L.F.	\$25.00	\$9,750.00	0.0%	\$0.00	100.0%	\$9,750.00
5	Upsize Sewer Diameter from 8" to 15"	390	L.F.	\$13.75	\$5,362.50	0.0%	\$0.00	100.0%	\$5,362.50
6	6" C900 PVC Water Line	210	L.F.	\$25.54	\$5,363.40	0.0%	\$0.00	100.0%	\$5,363.40
7	Connect to Existing Water Line	2	EA.	\$3,710.00	\$7,420.00	0.0%	\$0.00	100.0%	\$7,420.00
8	8x6 Tee	1	EA.	\$375.00	\$375.00	0.0%	\$0.00	100.0%	\$375.00
9	6" Elbow	1	EA.	\$325.00	\$325.00	0.0%	\$0.00	100.0%	\$325.00
10	6" Gate Valve	1	EA.	\$1,725.00	\$1,725.00	0.0%	\$0.00	100.0%	\$1,725.00
11	Restore Access to Existing Homes	3	EA.	\$1,750.00	\$5,250.00	48.2%	\$2,530.50	51.8%	\$2,719.50
12	Additional Manhole	1	EA.	\$5,075.00	\$5,075.00	0.0%	\$0.00	100.0%	\$5,075.00
13	Increase Manhole Depth	2	EA.	\$2,950.00	\$5,900.00	0.0%	\$0.00	100.0%	\$5,900.00
14	Additional Sewer Stubs on Escalante Drive	3	EA.	\$750.00	\$2,250.00	0.0%	\$0.00	100.0%	\$2,250.00
Escalante Drive Sewer Subtotal					\$91,472.90		\$23,100.81		\$68,372.09
<b>Swapp Drive</b>									
1	8" Base Course	7,900	S.F.	\$0.90	\$7,110.00	100.0%	\$7,110.00	0.0%	\$0.00
2	3" Asphalt	7,900	S.F.	\$1.96	\$15,484.00	100.0%	\$15,484.00	0.0%	\$0.00
3	Demolition	1	L.S.	\$5,500.00	\$5,500.00	100.0%	\$5,500.00	0.0%	\$0.00
Swapp Drive Subtotal					\$28,094.00		\$28,094.00		\$0.00
OVERALL SUBTOTAL					\$267,595.10		\$59,112.81		\$208,482.29
HUGHES OH&P @ 5%					\$13,379.76		\$2,955.64		\$10,424.12
<b>TOTAL</b>					<b>\$280,974.86</b>		<b>\$62,068.45</b>		<b>\$218,906.41</b>

\*\* These quantities are reflective of the additional work required to widen the road and are consistent with the ratios presented in Item 2 of the *Kanab Elementary School - Site Plan 3rd Review Response*, dated May 26, 2021.





43 South 100 East, Suite 100 T 435.628.6500  
St George, Utah 84770 F 435.628.6553

alphaengineering.com

May 26, 2021

Kanab City  
Attn: Mike Reynolds  
Land Use Coordinator  
26 North 100 East  
Kanab, Utah 84741

**RE: Kanab Elementary School – Site Plan 3<sup>rd</sup> Review Response**

Dear Mr. Reynolds,

We are providing this letter in response to 3<sup>rd</sup> review comments concerning the Kanab Elementary School Project as received from the City Engineer, Civil Science, dated May 3, 2021. Review comments from the City Engineer are in *italics* and our response follows in **bold**:

1. *Sewer*

- a. *The cost to upsize and deepen the sewer invert elevation on Escalante Drive will be paid for by the City. **OK.***
- b. *The sewer depth for Swapp Drive shall be 9.0' according to Kanab City Standard. The sewer cannot be 6.0' deep after it crosses Powell Drive. **OK. This has been updated in the revised construction drawings and will be paid for by the School District.***
- c. *The realignment of the sewer line along Escalante Drive is required regardless of sewer depth. The sewer realignment, including access to homes, asphalt, base, and demolition, will be paid for by the applicant. All costs of moving the water line including access to homes, asphalt, base, demolition, water line, and water line appurtenances will be paid for by the City. **Per follow-up correspondence with Kelvin Smith in an email dated May 7, 2021, the City will be pay for the increase in cost due to the deeper excavation. A 9-foot deep sewer requires a 13-foot wide excavation trench. A 15-foot deep sewer increases the width to 27 feet. We have calculated the following cost share for items related to widening the excavation trench:***
  - **School District Cost Share: 48.2% (13 / 27 = 0.482)**
  - **City Cost Share: 51.8% (14 / 27 = 0.518)**

2. *Powell Drive and Kanab Creek Drive*

- a. *The layout of the Kanab Creek Drive intersections with Vermillion Drive and Powell Drive do not show taper, angles, lengths, dimensions, and other information to verify the asphalt and base quantities provided in the proposal. Garkane Energy is responsible for all power utility relocations because of City road projects. Garkane Energy will do the transformer and light pole relocation work and not Barco. The applicant is responsible for 25' of asphalt width of all roads fronting*

*the project. The City's portion of costs for the asphalt and based quantities should only include 20' of asphalt on Kanab Creek Drive and Powell Drive plus the additional intersection areas at Vermillion Drive and Powell Drive. Per follow-up correspondence with Kelvin Smith in an email dated May 7, 2021, the quantities have been verified by him per the drawing scale such that dimensions are not being required. We have initiated and will follow through with coordination with Garkane Energy. We have adjusted the quantities such that the City will only pay for costs associated with widening the road, which includes the PRV vault modification.*

- b. *The site distance problem on Kanab Creek Drive is an existing site deficiency to be addressed and paid for by the applicant, including restoring access to existing homes. Costs associated with 2.a (widening the road to full 45' of asphalt) will be paid for by the City. OK. We have adjusted the quantities such that the School District will pay for all costs associated with regrading the road to address the site deficiency, which includes adjusting valve boxes and extending the culvert. The City will pay for all costs associated with widening the road and installing asphalt through the intersections, which includes their share (44.4%) of restoring access to existing homes.*
3. *Traffic Impact Study*
- a. *The City has concerns about the anticipated surge in traffic during drop off and pickup times, and especially concerned about the left-turn motion from Kanab Creek Drive to US-89A. A traffic study is required for the project. The School District is coordinating directly with the City to address this comment.*

An updated break-down of the final cost share per the most recent coordination outlined in this letter is below (see *Kanab Elementary School – City Coordination Meeting* letter, dated April 30, 2021). The items associated with each off-site portion is attached with this letter, including quantities and unit costs.

- Sewer in Escalante Drive Costs: \$51,621.78
- Powell Drive Costs: \$37,945.60
- Kanab Creek Drive Costs: \$94,036.54

Kanab City Portion Total: \$183,603.92

We appreciate your review of this project and have enclosed revised construction drawings. Thank you.

Sincerely,



Jared Madsen, P.E.

ALPHA ENGINEERING COMPANY

Cc: Terance White, Naylor Wentworth Architects



**Kane County School District**  
**Kanab Elementary School -- Off-Site City Improvements to be Paid for by City**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	CONTRACTOR PRICE Dollars & Cents	MARKUP PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
<b>Kanab Creek Drive</b>						
1	8" Base Course	31,160	S.F.	\$0.90	\$0.95	\$29,602.00
2	3" Asphalt	31,160	S.F.	\$1.96	\$2.06	\$64,189.60
3	Restore Access to Existing Homes	1.333	EA.	\$175.00	\$183.75	\$244.94
Kanab Creek Drive Subtotal						\$94,036.54
<b>Powell Drive</b>						
1	8" Base Course	11,560	S.F.	\$0.90	\$0.95	\$10,982.00
2	3" Asphalt	11,560	S.F.	\$1.96	\$2.06	\$23,813.60
3	Adjust Existing PRV Vault Rim to Grade	2	EA.	\$1,500.00	\$1,575.00	\$3,150.00
Powell Drive Subtotal						\$37,945.60
<b>Escalante Drive Sewer</b>						
1	8" Base Course	4,630	S.F.	\$0.90	\$0.95	\$4,398.50
2	3" Asphalt	4,630	S.F.	\$1.96	\$2.06	\$9,537.80
3	Demolition	0.518	L.S.	\$5,500.00	\$5,775.00	\$2,991.45
4	Lower Sewer Depth from 9' to 15'	390	L.F.	\$25.00	\$26.25	\$10,237.50
5	Upsize Sewer Diameter from 8" to 15"	390	L.F.	\$13.75	\$14.44	\$5,631.60
6	6" C900 PVC Water Line	210	L.F.	\$25.54	\$26.82	\$5,632.20
7	Connect to Existing Water Line	2	EA.	\$3,710.00	\$3,895.50	\$7,791.00
8	8x6 Tee	1	EA.	\$375.00	\$393.75	\$393.75
9	6" Elbow	1	EA.	\$325.00	\$341.25	\$341.25
10	6" Gate Valve	1	EA.	\$1,725.00	\$1,811.25	\$1,811.25
11	Restore Access to Existing Homes	1.554	EA.	\$1,750.00	\$1,837.50	\$2,855.48
Escalante Drive Sewer Subtotal						\$51,621.78
<b>TOTAL</b>						<b>\$183,603.92</b>

May 3, 2021

Kanab City  
Attn: Joe Decker  
City Manager  
26 North 100 East  
Kanab, UT 84741  
(435) 644-2543

Project Kanab Elementary – Site Plan Review #3  
Project No. 21014.004  
Application Date January 27, 2021

Dear Mr. Decker,

The submitted documents for the aforementioned project have been reviewed in conjunction with construction drawings and response letter. The response letter from Alpha Engineering dated April 30, 2021 is provided as an attachment with this letter. The following comments address areas of concern, non-compliance with governing code, potential errors, or omissions in the proposed Project:

1. Sewer
  - a. The cost to upsize and deepen the sewer invert elevation on Escalante Drive will be paid for by the City.
  - b. The sewer depth for Swapp Drive shall be 9.0' according to Kanab City Standard. The sewer cannot be 6.0' deep after it crosses Powell Drive.
  - c. The realignment of the sewer line along Escalante Drive is required regardless of sewer depth. The sewer realignment, including access to homes, asphalt, base, and demolition, will be paid for by the applicant. All costs of moving the water line including access to homes, asphalt, base, demolition, water line, and water line appurtenances will be paid for by the City.
2. Powell Drive and Kanab Creek Drive
  - a. The layout of the Kanab Creek Drive intersections with Vermillion Drive and Powell Drive do not show taper, angles, lengths, dimensions, and other information to verify the asphalt and base quantities provided in the proposal. Garkane Energy is responsible for all power utility relocations because of City road projects. Garkane Energy will do the transformer and light pole relocation work and not Barco. The applicant is responsible for 25' of asphalt width of all roads fronting the project. The City's portion of costs for the asphalt and based quantities should only include 20' of asphalt on Kanab Creek Drive and Powell Drive plus the additional intersection areas at Vermillion Drive and Powell Drive.

- b. The site distance problem on Kanab Creek Drive is an existing site deficiency to be addressed and paid for by the applicant, including restoring access to existing homes. Costs associated with 2.a (widening the road to full 45' of asphalt) will be paid for by the City.
  3. Traffic Impact Study
    - a. The City has concerns about the anticipated surge in traffic during drop off and pickup times, and especially concerned about the left-turn motion from Kanab Creek Drive to US-89A. A traffic study is required for the project.

Please let us know if you have any questions or concerns regarding this review. If we need to meet again to clear up any outstanding items, please let us know.

Respectfully,



Kelvin C. Smith, P.E.  
Project Engineer  
Civil Science

Attachments:

Alpha Engineering Response Dated April 30, 2021



43 South 100 East, Suite 100 T 435.628.6500  
St George, Utah 84770 F 435.628.6553

alphaengineering.com

April 30, 2021

Kanab City  
Attn: Mike Reynolds  
Land Use Coordinator  
26 North 100 East  
Kanab, Utah 84741

**RE: Kanab Elementary School – City Coordination Meeting**

Dear Mr. Reynolds,

We are providing this letter pursuant to the meeting on March 17, 2021 at the Kanab City Offices. The meeting was attended by Kanab City (City), Kane County School District (School District), and the Kanab Elementary School Project Team (Project Team). The following items were discussed.

1) Sewer

- a) The City indicated that a 15-inch sewer line will be required in the portion of new pipe that runs along Escalante Drive (between the new manhole #10 and the connection to the existing manhole on Escalante Drive and Willow Drive). This line is to be installed at a minimum slope (0.5%) with a 0.2-foot drop across manholes.

*Cost to upsize from an 8-inch sewer line to a 15-inch sewer line will be paid for by the City.*

- b) The City indicated that a nine-foot depth will be required along Swapp Drive for the portion fronting the park. After the line crosses Powell Drive, it can be raised to a six-foot depth. Once the line reaches Escalante Drive (new manhole #10), the line will need to be deeper such that a minimum slope extends up from the connection to the existing manhole on Escalante Drive and Willow Drive.

*No additional costs will be paid for by the City to install to the nine-foot depth in Swapp Drive. Cost to lower the sewer depth from nine feet to approximately sixteen feet in Escalante Drive will be paid for by the City.*

- c) The alignment of the sewer line through the future Kanab Ranchos Park and along Swapp Drive was approved by the City. The alignment for the 15-inch portion of the sewer line will need to be adjusted to permit construction of the line at the lower depth.

*Additional costs incurred by lowering the sewer and re-aligning it into the roadway along the 15-inch portion of pipe will be paid for by the City. These costs include additional demolition, asphalt replacement, relocation of the existing water line, and other incidental costs.*

2) Powell Drive and Kanab Creek Drive

- a) The City indicated that the asphalt typical sections for Powell Drive and Kanab Creek Drive are to extend the full 45-foot width fronting the road and extending through the intersections. The layout will be designed to include a taper extending beyond the intersections that will transition to the existing adjacent roadway widths.

*Costs associated with installing asphalt beyond a 25-foot width fronting the school will be paid for by the City. These costs include additional demolition, asphalt replacement, and other incidental costs.*

- b) The meeting attendees met on-site to observe the vertical curve along Kanab Creek Drive. The City instructed the Design Team to make the necessary adjustments to the Kanab Creek Drive profile to eliminate the sight distance problem with the current road profile. The Design Team will provide a breakdown of the additional cost to regrade the road, which the City will review prior to approving the design for construction.

*Costs associated with re-grading the Kanab Creek Drive profile will be paid for by the City.*

3) Traffic Impact Study

- a) Discussion was had regarding requirements and completion of a Traffic Impact Study. The School District indicated they would reach out to the City outside of the meeting to discuss this requirement. It was determined that a Traffic Impact Study would not be required.

*No additional costs.*

We appreciate your coordination efforts with this project. We have enclosed revised construction drawings per the items requested above. In addition, we have enclosed improvement costs to be completed for the City that were provided by BARCO to Hughes General Contractors. We have reviewed the unit costs provided and they appear to be in line with current bids we are familiar with. The contract between Hughes and the school district provides for a 5% markup for all subcontracts on this project. A summary of the costs associated with the improvement costs that would be reimbursed by the City, are below which include the 5% markup.

- Sewer in Escalante Drive Costs: \$124,276.53
- Powell Drive Costs: \$45,853.08
- Kanab Creek Drive Costs: \$69,971.27

Kanab City Portion Total: \$240,100.88

We would appreciate your review of the final drawings and costs and let us know if you have any further comments and if the City would like to proceed with these modifications.

Sincerely,



Jared Madsen, P.E.

ALPHA ENGINEERING COMPANY

Cc: Terance White, Naylor Wentworth Architects



# Proposal

**Office: 435-251-9253**  
**Fax: 251-9263**

UT License: 5773291-5501 / AZ: R0C232588  
 Email: barco.estimating@gmail.com

1111 South 1900 East Washington, UT 84780

**Job Name:** Kanab Elementary Site Plan Review #2

**Job Number:**

**LOCATION, City (Address):**

**Contact Person and Numer:** Jason Sherwood (435)619-1087

Item #	Description	QTY	Unit	Unit Price	Total Amount
<b>Kanab Creek Drive</b>					
1	Regrade Road	7830	SF	\$0.20	\$1,566.00
2	8" Base Course	31160	SF	\$0.90	\$28,044.00
3	3" Asphalt	31160	SF	\$1.96	\$61,073.60
4	Demolition	1	LS	\$5,100.00	\$5,100.00
5	Relocate Existing Transformer	2	EA	\$2,500.00	\$5,000.00
6	Relocate Existing Light Pole	2	EA	\$4,500.00	\$9,000.00
7	Connect to and Extend Existing 24" Culvert	12	LF	\$50.00	\$600.00
8	Re-install Valve Boxes with Concrete Collars	7	EA	\$175.00	\$1,225.00
9	Restore Access to Existing Homes	3	EA	\$1,750.00	\$5,250.00
10	Adjust Existing Water Manhole Rim to Grade	1	EA	\$1,500.00	\$1,500.00
<b>Powell Drive</b>					
1	Regrade Road	540	SF	\$0.20	\$108.00
2	8" Base Course	11560	SF	\$0.90	\$10,404.00
3	3" Asphalt	11560	SF	\$1.96	\$22,657.60
4	Demolition	1	LS	\$7,500.00	\$7,500.00
5	Adjust Existing PRV Vault Rim to Grade	2	EA	\$1,500.00	\$3,000.00
<b>Escalante Drive Sewer</b>					
1	8" Base Course	8940	SF	\$0.90	\$8,046.00
2	3" Asphalt	8940	SF	\$1.96	\$17,522.40
3	Demolition	1	LS	\$5,500.00	\$5,500.00
4	Lower Sewer Depth From 9' to 16'	390	LF	\$25.00	\$9,750.00
5	Upsize Sewer Diameter from 8" to 15"	390	LF	\$13.75	\$5,362.50
6	6" C900 Water Line	210	LF	\$25.54	\$5,363.40
7	Connect to Existing Water Line	2	EA	\$3,710.00	\$7,420.00
8	8x6 Tee	1	EA	\$375.00	\$375.00
9	6" Elbow	1	EA	\$325.00	\$325.00
10	6" Gate Valve	1	EA	\$1,725.00	\$1,725.00
11	Restore Access to Existing Homes	3	EA	\$1,750.00	\$5,250.00
					\$0.00
<b>Total Bid Amount</b>					<b>\$228,667.50</b>

**Notes:**

1. Upsize charge from 8" to 15" is just difference in per foot price original bid amount of 8" will still be billed

**Mayor**  
Colten Johnson  
**City Council**  
Arlon Chamberlain  
Scott Colson  
Chris Heaton  
Kerry Glover



**KANAB**  
—UTAH—

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

**DATE:** June 13, 2023  
**TO:** Mayor and City Council  
**SUBJECT:** Firework Discharge Restricted Areas  
**PREPARED BY:** City Manager, Kyler Ludwig

---

**Background:**

Utah Code 15A-5-202.5 grants a municipal legislative body authority to limit fire hazards and ignition sources in areas that are determined to be at high risk. In May of 2021 is when the Council last made a determination limiting firework discharge within certain areas of the City.

Kanab City Fire Chief Brett Pierson has conducted an analysis of fire threats within the city, and he is proposing a renewal of the previous map designating approved areas to discharge fireworks.

**Analysis:**

Reducing firework discharge in areas of high fire risk can help protect homes from the threat of fire. The proposed ordinance would limit fireworks in the following areas:

- a. All areas south of 750 South;
- b. All areas west of 300 West; and
- c. All areas east of 600 East.

[These areas include, but are not limited to all of Kanab Creek Ranchos, Cedar Heights, La Estancia, Sedona Valley, The Cove, Coral Cliffs Golf Course, and Mesa Hills subdivisions.]

**Legal:**

Approved as to form.

**Financial:**

NA

— A Western Classic —

**Recommendations/Actions:** It is recommended the City Council:

Approve Ordinance \_\_\_\_\_ An Ordinance Designating Restricted Areas within Kanab City for the Discharge of Fireworks.





**ORDINANCE NO. \_\_\_\_\_ O**

**AN ORDINANCE DESIGNATING RESTRICTED AREAS WITHIN KANAB CITY FOR THE DISCHARGE OF FIREWORKS**

**WHEREAS**, Utah Code § 1 SA-5-202.5 authorizes the legislative body of a municipality to prohibit the discharge of fireworks in specified areas if the local fire code official determines that hazardous environmental conditions exist;

**WHEREAS**, the Fire Chief of Kanab City has determined that hazardous environmental conditions exist which necessitate controlled use of fireworks within specified areas of Kanab City;

**WHEREAS**, the City Council desires to prohibit the discharge of fireworks within the specified areas of the City as more particularly provided herein, based on the determination by the Fire Chief that hazardous environmental conditions exist which necessitate the controlled use of such fire ignition sources and because the areas lay within a wildland-urban interface; and

**WHEREAS**, the City Council has determined that the restrictions provided herein are in the best interest of the health, safety, and welfare of its residents and are necessary to take all steps possible to prevent a fire from starting within the City by means of a reasonable regulation of the time, place, and manner of the discharge of fireworks within the City.

**NOW, THEREFORE, BE IT ORDAINED** by the Kanab City Council;

1. Restricted Area for the Discharge of Fireworks. Pursuant to Utah Code § 1 SA-5-202.5, and based upon the finding by the Kanab City Fire Chief, determining that hazardous environmental conditions exist which necessitate controlled use of fireworks within specified areas of Kanab City, the Kanab City Council hereby prohibits the discharge of fireworks in Kanab City in the following areas:
  - a. All areas south of 750 South;
  - b. All areas west of 300 West; and
  - c. All areas east of 600 East.  
[These areas include, but are not limited to all of Kanab Creek Ranchos, Cedar Heights, La Estancia, Sedona Valley, The Cove, Coral Cliffs Golf Course, and Mesa Hills subdivisions.]
2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all provisions, clauses, and words of this Ordinance shall be severable. This Ordinance shall become effective without codification.

3. Punishment. Violation of this Ordinance shall be a class B misdemeanor, punishable by both fine and imprisonment as set forth in Utah Code, Title 76, Chapter 3.
4. Conflict. All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance or of the Code hereby adopted are hereby repealed.
5. Effective Date. This Ordinance shall become effective immediately upon posting and remain effective, unless or until modified or further amended.

**PASSED AND ORDERED POSTED** this 13th day of June, 2023.

KANAB CITY

ATTEST:

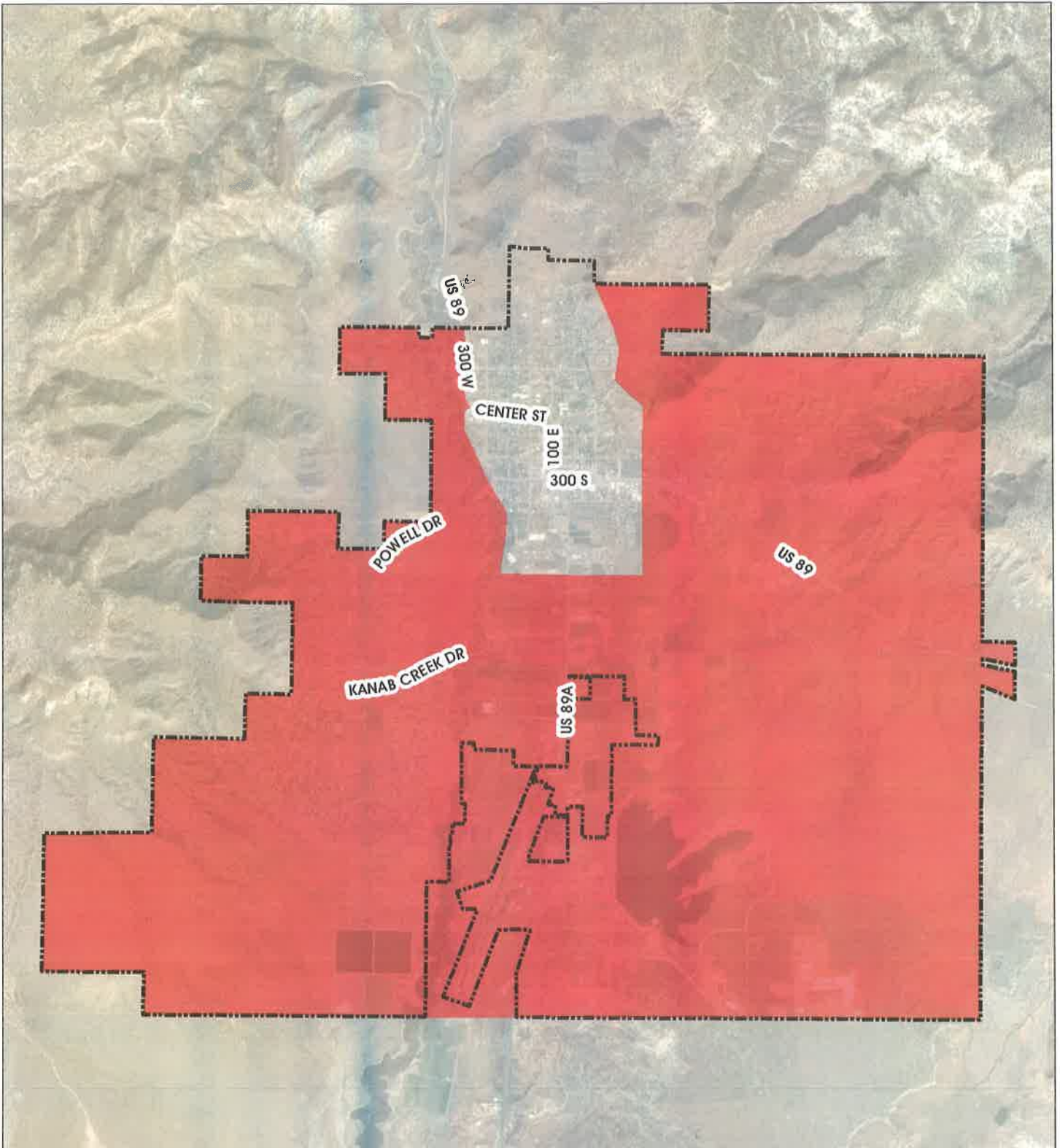
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
RECORDER



**VOTING:**

Kerry Glover	Yea ___	Nay ___
J.D. Wright	Yea ___	Nay ___
Arlon Chamberlain	Yea ___	Nay ___
Scott Colson	Yea ___	Nay ___
Chris Heaton	Yea ___	Nay ___


POSTED the \_\_\_ day of \_\_\_\_\_, 2023, as certified by the Recorder: \_\_\_\_\_.  
RECORDER



**Legend**

-  City Boundary
-  Fireworks Exclusion Zone

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

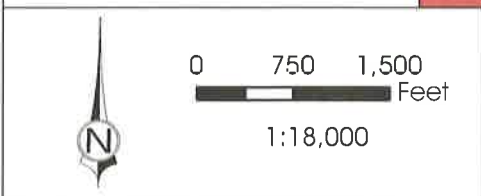
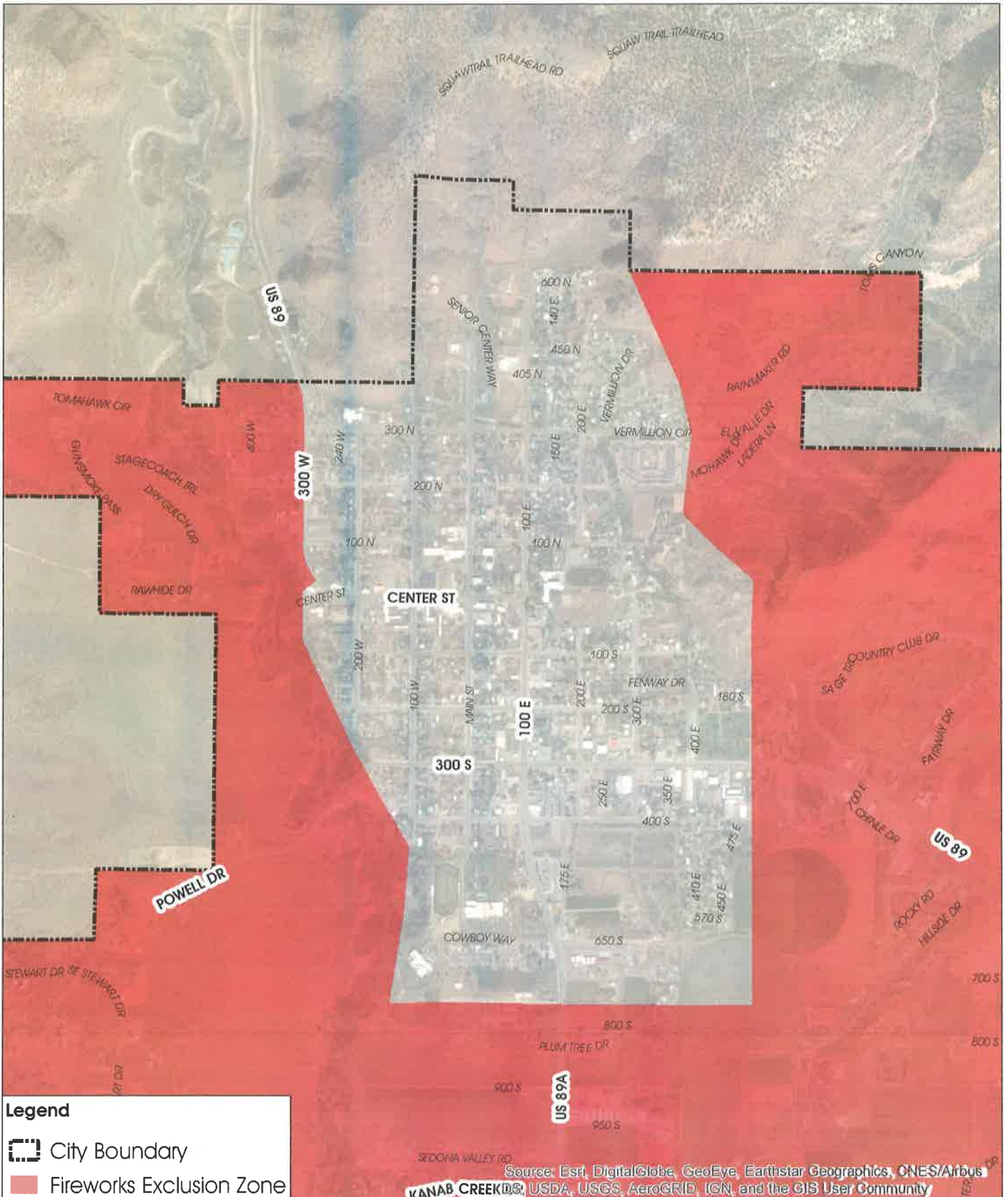


0 2,000 4,000 Feet

1:48,000




# FIREWORKS ZONES



CIVIL  
SCIENCE  
INFRASTRUCTURE, INC.

# FIREWORKS ZONES DETAIL



Mayor  
Colten Johnson  
City Council  
Arlon Chamberlain  
Scott Colson  
Chris Heaton  
Kerry Glover



**KANAB**  
—UTAH—

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

**DATE:** June 13, 2023  
**TO:** Mayor and City Council  
**SUBJECT:** Police Building Financing  
**PREPARED BY:** City Manager, Kyler Ludwig

---

**Background:**

City Council approved the purchase of a facility for the police department in March of 2023. The City entered an agreement to lease the facility for three months and then purchase it in July of 2023. City staff has worked with Zions Bank to review potential financing options.

**Analysis:**

Zions has offered a lease-purchase agreement at 4.43% over 10 years. This agreement has an annual principal and interest cost of \$91,006.67. The first payment would be due in July of 2024.

Alternative financing could be pursued in the future if interest rates decrease.

Historically the City has used Community Impact Fund Board (CIB) funding as it offers better interest rates, but because of timing and prioritization requirements, this was not an option to finance the facility.

**Legal:**

Pending Legal Review.

**Financial:**

\$91,006.67 annual impact on the general fund budget.

**Recommendations/Actions:** It is recommended the City Council:

Approve Resolution \_\_\_\_\_ A Resolution Approving the Form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A. Salt Lake City, Utah, and Authorizing the Execution and Delivery Thereof.

— A Western Classic —

**RESOLUTION NO. 6-\_\_-23 R**

**A RESOLUTION APPROVING A LEASE/PURCHASE AGREEMENT WITH ZIONS  
BANCORPORATION, N.A., SALT LAKE CITY**

**WHEREAS**, Utah Code § 10-3-717 authorizes the Kanab City Council to exercise administrative powers by resolution, including the regulation of use, leasing, purchasing, and operation of real property;

**WHEREAS**, Kanab City (“Lessee”) is interested in leasing and then purchasing the real property located at 235 S. 100 E., Kanab, Utah 84741, identified as parcel K-2-7 in the records of the office of the Kane County Recorder (the “Property”), having previously entered into an agreement for such purposes with the current owner, MJB Ventures, LLC;

**WHEREAS**, Kanab City has engaged Zions Bancorporation, N.A. (the “Zions Bank” or “Lessor”) to assist in financing the acquisition of the Property;

**WHEREAS**, as part of the plan to complete the acquisition of the Property, it is proposed that Kanab City enter into a Lease/Purchase Agreement (“Agreement”) with Zions Bank, as presented and considered at the City Council’s meeting on June 13, 2023;

**WHEREAS**, the City Council has determined that the terms and the conditions of the Agreement to be acceptable and that the leasing of the Property described in the Lease/Purchase Agreement is for a valid public purpose and is essential to the operations of Kanab City;

**WHEREAS**, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or Kanab City has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement; and

**WHEREAS**, the Kanab City Council met during its regularly scheduled meeting on June 13, 2023, to consider the foregoing matters.

**NOW, THEREFORE, BE IT RESOLVED** by the Kanab City Council as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Kanab City are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Kanab City. The officers and officials of Kanab City may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the City Council and Kanab City are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

SECTION 4. The provisions of this Resolution shall be severable, and, if any provision thereof or any application of such provision is held invalid, it shall not affect any other provisions of this code or the application in a different circumstance.

This Resolution shall be effective upon passage.

**PASSED AND RESOLVED** this 13th day of June, 2023.

KANAB CITY

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
RECORDER

**VOTING:**

Arlon Chamberlain	Yea	___	Nay	___
Scott Colson	Yea	___	Nay	___
Chris Heaton	Yea	___	Nay	___
Kerry Glover	Yea	___	Nay	___
JD Wright	Yea	___	Nay	___

## UTAH FIXED 2 LEASE

Long Name of Entity:	Kanab City
Address:	515 N. 100 E.
City, State Zip:	Kanab, UT 84741
Attention:	Kyler Ludwig
Public Finance Office:	City Manager
County:	Kane
Amount:	722,595.00
Rate:	4.43
Maturity Date:	July 6, 2033
First Pmt Date:	July 6, 2024
Payment Dates:	July 6
Auto Extend:	10
Governing Body:	City Council
Resolution Date:	June, 2023
Dated Date:	July, 2023
Day:	6th
State:	Utah



**\$722,595.00**  
**Kanab City**  
**Lease Purchase Agreement**

- 
- 
1. Lease/Purchases Agreement of the Kanab City
  2. Exhibit A. Calculation of Interest Component
  3. Exhibit B. Description of Leased Property
  4. Exhibit C. Resolution of Governing Body
  5. Exhibit D. Opinion of Lessee's Counsel
  6. Exhibit E. Security Documents
  7. Form 8038-G
  8. Wire Transfer Request

AFTER RECORDING RETURN TO:

ZIONS BANCORPORATION, N.A.  
ONE SOUTH MAIN STREET, 17<sup>TH</sup> FLOOR  
SALT LAKE CITY, UT 84133  
Attn: Kirsi Hansen

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LEASE/PURCHASE AGREEMENT

Dated as of July 6, 2023

by and between

**ZIONS BANCORPORATION, N.A.,**  
as Lessor

and

**KANAB CITY,**  
as Lessee

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## LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of July 06, 2023, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank” or “Lessor”), and Kanab City (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

### W I T N E S S E T H :

WHEREAS, the Lessee desires to finance the acquisition and/or construction of the real property and/or improvements, and/or the acquisition of the equipment and/or other personal property, described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the Original Term of this Lease, and any subsequent Renewal Terms (as herein defined), shall not extend beyond the 12-month period comprising the Lessee’s then current fiscal year, and that the payment obligation of the Lessee hereunder shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**SECTION 1.1 Definitions and Rules of Construction.** Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee.

“Environmental Law” means all federal, state or local laws, statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law relating to public health and safety, worker health and safety, pollution, the environment, wetlands, the preservation and reclamation of natural resources or waste management, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, solvents, urea formaldehyde, dioxins, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect. The term Environmental Law shall include (by way of illustration rather than limitation) the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 135, et seq., and the Hazardous Materials Transportation Act, 39 U.S.C. Section 1801, et seq. and any regulations, guidelines, directives or other interpretations of any such enactment, all as amended from time to time.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Hazardous Materials” means any hazardous, dangerous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance the manufacture, storage, transport, generation, use, treatment, exposure to, release, threatened release, discharge, remediation, cleanup, abatement, removal, possession, recycling, disposal or other disposition of which is prohibited or regulated (including without limitation, being subjected to notice, reporting, record keeping, or clean-up requirements) by any Environmental Law.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D and E attached to this Lease are by this reference made a part of this Lease.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an “Obligation Instrument”), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

**By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:**

**(A) no portion of the Leased Property is pledged to secure any Obligation Instrument;  
and**

**(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.**

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal or Environmental Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation, including without limitation, any Environmental Law, to the best of the Lessee's knowledge. Neither the Lessee nor, to the best of Lessee's knowledge, any third party, has used, generated, manufactured, stored or disposed of on, under or about the Leased Property or transported to or from the Leased Property any Hazardous Materials.

In the event Hazardous Materials are discovered, and must be removed or remediated, and to the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, and its directors, officers, shareholders, employees, and agents, and successors to the Bank's interest in the chain of title to the Leased Property, and their directors, officers, shareholders, employees, and agents, from and against any and all loss, claim, damages, expense or liability,

including reasonable attorneys' fees and other litigation expenses, to the full extent of such action as attributable, directly or indirectly, to:

- (i) the presence or use of, generation, storage, release, threatened release, or disposal of Hazardous Materials by any person on, in or under the Leased Property;
- (ii) use of the Leased Property or any part thereof as a dump site, permanent or temporary storage site or transfer station for any Hazardous Materials;
- (iii) violation of any Environmental Law affecting the Leased Property or any part thereof or any activity conducted on any part of the Leased Property; and
- (iv) any action or proceeding before any court, quasi-judicial body or administrative agency relating to the enforcement of any Environmental Law affecting the Leased Property or any part thereof or any activity conducted on any part of the Leased Property;

including, without limitation, all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, manufacture, storage, or disposal of Hazardous Materials, by the Lessee or any prior owner or operator of the Leased Property, including, without limitation, the cost of any required and necessary repair, cleanup, remediation, or detoxification and the preparation of any disclosure, or other required plans, whether such action is required or necessary prior to or following transfer of title to the Leased Property.

(l) General Tax and Arbitrage Representations and Covenants

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would



have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property, and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the

Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

(A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

(B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section

141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

**SECTION 2.2 Representations, Covenants and Warranties of the Bank.** The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

### ARTICLE III

#### AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

**SECTION 3.1 Lease.** The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D and E hereto.

**SECTION 3.2 Term.** The original term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D and E attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 10 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on July 6, 2033, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

**SECTION 3.3 Termination.** This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

**SECTION 3.4 Lease Payments.**

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

**SECTION 3.5 Possession of Leased Property Upon Termination.** Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property. To the extent the Leased Property is equipment or fixtures, the Lessee at the Bank's direction shall ship such Leased Property to the destination designated by the Bank by loading such Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

**SECTION 3.6 No Withholding.** Notwithstanding any dispute between the Bank and the Lessee in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

**SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee.** Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the

general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

## ARTICLE IV

### INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If

Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

SECTION 4.3 Flood Insurance. If, at any time during the term of this Lease Agreement, it is determined that any part of the Leased Property is located in a flood zone, as determined in accordance with 12 CFR Chapter 1, Part 22 or its successor (the "Flood Insurance Regulations"), the Lessee, at its own expense, shall obtain and maintain for the entire term of this Lease Agreement flood insurance covering the Leased Property in such form and amount as is required under the Flood Insurance Regulations. If at any time during the term of this Lease Agreement, the Lessee shall fail to maintain such adequate flood insurance, the Bank may, to the extent permitted by law, purchase such insurance on the Lessee's behalf, and the cost thereof shall be deemed to be additional rent payable by the Lessee on the Bank's demand as specified in Section 5.6 of this Lease Agreement. The Lessee shall provide evidence of the renewal or replacement of such flood insurance at least 15 days prior to its expiration.

## ARTICLE V

### COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

#### SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing



of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

## ARTICLE VI

### ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank’s ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

## ARTICLE VIII

### PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133  
Attention: Kirsi Hansen

If to the Lessee:

Kanab City  
515 N. 100 E.  
Kanab, UT 84741  
Attention: Kyler Ludwig

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only, and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

**ZIONS BANCORPORATION, N.A.**, as Lessor

By: \_\_\_\_\_  
Authorized Officer

**KANAB CITY**, as Lessee

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

STATE OF )  
COUNTY OF )

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary \_\_\_\_\_ (Seal)

STATE OF )  
COUNTY OF )

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary \_\_\_\_\_ (Seal)

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE\*

**1. Interest.** Interest components payable on the principal amount outstanding have been computed at the rate of four and forty-three percent ( 4.43 %) per annum calculated based on twelve 30-day months during a 360-day year.

**2. Payment Dates and Amounts.**

**Payment Date Principal Component Interest Component Total Lease Payment**

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total P+I</u>	<u>Fiscal Total</u>
07/06/2023	-	-	-	-	-
07/06/2024	58,995.71	4.430%	32,010.96	91,006.67	91,006.67
07/06/2025	61,609.22	4.430%	29,397.45	91,006.67	91,006.67
07/06/2026	64,338.51	4.430%	26,668.16	91,006.67	91,006.67
07/06/2027	67,188.71	4.430%	23,817.96	91,006.67	91,006.67
07/06/2028	70,165.17	4.430%	20,841.50	91,006.67	91,006.67
07/06/2029	73,273.48	4.430%	17,733.19	91,006.67	91,006.67
07/06/2030	76,519.50	4.430%	14,487.17	91,006.67	91,006.67
07/06/2031	79,909.31	4.430%	11,097.36	91,006.67	91,006.67
07/06/2032	83,449.29	4.430%	7,557.38	91,006.67	91,006.67
07/06/2033	87,146.10	4.430%	3,860.57	91,006.67	91,006.67
<b>Total</b>	<b>\$722,595.00</b>	<b>-</b>	<b>\$187,471.70</b>	<b>\$910,066.70</b>	<b>-</b>



EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

The Land, situated in Kane County, Utah, is described as follows:

BEGINNING at a point on the West line of Lot 3, Block 2, Plat "A", of the Official Survey of Kanab Townsite, which is situated South 0°12'34" East 174.27 feet from the Northwest Corner of said Lot 3, thence North 89°47'00" East 118.02 feet; thence South 0°12'34" East 62.72 feet; thence South 89°47'00" West 118.02 feet to the West line of said Lot 3; thence North 0°12'34" West along the West line of said Lot 3, 62.72 feet to the point of beginning.

EXHIBIT C

RESOLUTION OF GOVERNING BODY

**A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.**

*Whereas*, The City Council (the “Governing Body”) of Kanab City (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

*Whereas*, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

*Whereas*, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

*Be it resolved* by the Governing Body of Kanab City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this \_\_\_\_ day of 2023.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF UTAH

)

) ss.

COUNTY OF KANE

)

I, \_\_\_\_\_ hereby certify that I am the duly qualified and acting  
\_\_\_\_\_ of Kanab City (the "Lessee").  
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on June 13, 2023, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on \_\_\_\_\_, 2023.

*In witness whereof*, I have hereunto set my hand on behalf of the Lessee this \_\_\_\_ day of 2023.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

## EXHIBIT D

### Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

As counsel for Kanab City (“Lessee”), I have examined duly executed originals of the Lease/Purchase Agreement (the “Lease”) dated July 6, 2023, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah (“Bank”), and the proceedings taken by Lessee to authorize and execute the Lease (the “Proceedings”). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the “State”).
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the

Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

---

Attorney for Lessee

EXHIBIT E  
SECURITY DOCUMENTS

[Attach Deed of Trust]

# Kanab City, Utah

\$722,595.00 Real Property Lease

Dated July 6, 2023

## Table of Contents

### Report

Debt Service Schedule	1
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# Kanab City, Utah

\$722,595.00 Real Property Lease

Dated July 6, 2023

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/06/2023	-	-	-	-	-
07/06/2024	58,995.71	4.430%	32,010.96	91,006.67	91,006.67
07/06/2025	61,609.22	4.430%	29,397.45	91,006.67	91,006.67
07/06/2026	64,338.51	4.430%	26,668.16	91,006.67	91,006.67
07/06/2027	67,188.71	4.430%	23,817.96	91,006.67	91,006.67
07/06/2028	70,165.17	4.430%	20,841.50	91,006.67	91,006.67
07/06/2029	73,273.48	4.430%	17,733.19	91,006.67	91,006.67
07/06/2030	76,519.50	4.430%	14,487.17	91,006.67	91,006.67
07/06/2031	79,909.31	4.430%	11,097.36	91,006.67	91,006.67
07/06/2032	83,449.29	4.430%	7,557.38	91,006.67	91,006.67
07/06/2033	87,146.10	4.430%	3,860.57	91,006.67	91,006.67
<b>Total</b>	<b>\$722,595.00</b>	<b>-</b>	<b>\$187,471.70</b>	<b>\$910,066.70</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$4,231.87
Average Life	5.856 Years
Average Coupon	4.4300000%
Net Interest Cost (NIC)	4.4300000%
True Interest Cost (TIC)	4.4300000%
Bond Yield for Arbitrage Purposes	4.4300000%
All Inclusive Cost (AIC)	4.8203729%

## IRS Form 8038

Net Interest Cost	4.4300000%
Weighted Average Maturity	5.856 Years

## Kanab City, Utah

\$722,595.00 Real Property Lease

Dated July 6, 2023

### Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
07/06/2033	Term 1 Coupon	4.430%	4.430%	722,595.00	100.000%	722,595.00
<b>Total</b>	-	-	-	<b>\$722,595.00</b>	-	<b>\$722,595.00</b>

### Bid Information

Par Amount of Bonds	\$722,595.00
Gross Production	\$722,595.00
Bid (100.000%)	722,595.00
Total Purchase Price	\$722,595.00
Bond Year Dollars	\$4,231.87
Average Life	5.856 Years
Average Coupon	4.4300000%
Net Interest Cost (NIC)	4.4300000%
True Interest Cost (TIC)	4.4300000%

# Kanab City, Utah

\$722,595.00 Real Property Lease

Dated July 6, 2023

## Sources & Uses

Dated 07/06/2023 | Delivered 07/06/2023

### Sources Of Funds

Par Amount of Bonds	\$722,595.00
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<b>Total Sources</b>	<b>\$722,595.00</b>
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### Uses Of Funds

Deposit to Project Construction Fund	708,900.00
--------------------------------------	------------

Costs of Issuance	13,695.00
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<b>Total Uses</b>	<b>\$722,595.00</b>
-------------------	---------------------

Mayor  
Colten Johnson  
City Council  
Arlon Chamberlain  
Scott Colson  
Chris Heaton  
Kerry Glover



**KANAB**  
—UTAH—

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

**DATE:** June 13, 2023  
**TO:** Mayor and City Council  
**SUBJECT:** Firework Discharge Restricted Areas  
**PREPARED BY:** City Manager, Kyler Ludwig

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**Background:**

Staff is working to remodel and furnish the new police facility.

**Analysis:**

Spacesaver Intermountain has bid storage and secure evidence lockers for the new space under the Utah State contract pricing. The total price of the bid is \$31,522.22; this includes installation.

Staff is still working to secure quotes for furniture which may be presented at the meeting.

**Legal:**

Pending legal review

**Financial:**

**Recommendations/Actions:** It is recommended the City Council:

Approve the purchase of evidence storage in the amount of \$31,522.22 to Spacesaver Intermountain LLC.

Approve the purchase of furniture in the amount of \_\_\_\_\_.

— A Western Classic —



# Proposal

**Spacesaver Intermountain, LLC**  
**249 South 400 East**  
**Salt Lake City, UT 84111**

Quote/Order No	120255
Date	05/26/2023
Customer PO No	
Customer Account	CITY OF KANAB
Sales Associate	MATT THOMAS
Project Number	
Page	1 of 2

T CITY OF KANAB  
 O 26 N 100 E  
 KANAB, UT 84741

ATTN: CELESTE CRAM  
 Phone: 435-644-2534  
 ccram@kanab.utah.gov

S CITY OF KANAB  
 H 140 EAST 100 SOUTH  
 I KANAB, UT 84741  
 P

T ATTN: SGT. DARRIN COLEMAN  
 O Phone: 435-644-5854  
 dcoleman@kanab.utah.gov

Prepared for : SGT. DARRIN COLEMAN

Matt Thomas  
 801-994-6359  
 mthomas@spacesaverim.com

\*Price based on Utah State Contract MA1943\*

Group	Quantity	Description	Unit Price	Extended Amount
1. Spacesaver Product	1.0	Qty (1) ED3-P-05 passthrough evidence locker Qty (1) 3 x 2 x 2 tri-file storage system. System includes (1) 42" W x 15" D x 76" T section and (6) 30" W x 15" D x 76" T sections. System will hold (90) banker boxes Qty (1) 2 x 1 x 1 tri-file storage system for drug room. System includes (4) 42" W x 15" D x 76" T sections. System will hold (72) banker boxes	26,006.02	26,006.02
2. Installation	1.0	Installation cost for both tri-file storage systems and evidence lockers	5,201.20	5,201.20
3. Trip Charge	1.0	Trip charge to Kanab, UT	315.00	315.00
<b>SUB TOTAL:</b>				<b>\$31,522.22</b>
SALES TAX:				0.00
<b>GRAND TOTAL:</b>				<b>31,522.22</b>
Required Deposit 50.0%:				\$15,761.11

Buyer agrees to purchase the goods and services described on this and all preceding pages, in accordance with the TERMS AND CONDITIONS on the following page, including but not limited to the "Payment" and "Default, Interest and Fees" provisions. This proposal is only an offer to purchase and is not binding upon the SELLER until accepted by the SELLER in writing. This proposal is valid for 30 days unless noted otherwise. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



# Proposal

Spacesaver Intermountain, LLC  
249 South 400 East  
Salt Lake City, UT 84111

Quote/Order No	120255
Date	05/26/2023
Customer PO No	
Customer Account	CITY OF KANAB
Sales Associate	MATT THOMAS
Project Number	
Page	2 of 2

## SPACESAVER INTERMOUNTAIN, LLC TERMS AND CONDITIONS

### PAYMENT

Merchandise will be invoiced upon delivery. If there is to be more than one delivery of merchandise, an invoice will be issued upon the first delivery. Buyer agrees to pay each invoice within ten days of the invoice date. No payment shall be withheld on any invoice because partial delivery of the entire order. In the event of a project delay, merchandise will be invoiced upon delivery of product into storage. Any security deposit is non-refundable. If payments are in default, Spacesaver Intermountain, LLC (SI) shall have the option of declaring the remaining unpaid purchase price due and payable and may elect to recover merchandise and take judgment for deficiency after public or private sale including interest, collection costs and attorney fees.

### SECURITY INTEREST

Buyer hereby grants Spacesaver Intermountain, LLC a security interest in all merchandise sold under this order to secure full payment of the purchase price and all other obligations of Buyer under this agreement. A copy of this agreement may be filed as a financing statement. Buyer's signature hereon authorizes SI to execute such financing statements on Buyer's behalf as may be required by the State.

### INSTALLATION DATE

- (a) The installation date is agreed upon for the purpose of specifying delivery dates of merchandise ordered from manufacturers. Although SI will use its best efforts to expedite timely delivery, it cannot guarantee that merchandise will arrive from manufacturers as specified, and SI shall not be liable for ordered merchandise not arriving timely.
- (b) Buyer shall provide or pay for all storage of ordered merchandise necessary after the Installation Date, and for all costs of moving such merchandise to and from storage after the Installation Date.

### INSTALLATION TERMS

Delivery and Installation shall be made by SI personnel, or its subcontractor, during normal working hours or at other hours by special arrangement. Buyer shall pay additional labor costs resulting from off-hour or overtime work performed at Buyer's request or from required use of labor other than SI personnel or its authorized subcontractor. Buyer shall provide, at Buyer's cost, electricity, heat, hoisting and elevator service and adequate facilities for off-loading, staging, moving and handling of merchandise. The job site shall be clean and free of obstruction for installation. Finished floor coverings (ie. carpet, tile, etc.) must be removed and subfloor clear and free for grouted mobile rail installation. Buyer shall pay any special packaging or handling costs not contained in the specifications.

### INSURANCE AND RISK OF LOSS

All risk of loss shall pass from SI to Buyer upon delivery of merchandise to Buyer or upon delivery of merchandise into storage for the account of Buyer after the installation date, whichever comes first. For the purposes of this paragraph five only, the term "merchandise" shall include any property owned by or under control of SI delivered to or for the benefit of Buyer, whether purchased by Buyer or delivered to Buyer on approval. Buyer shall carry fire and casualty insurance in an amount sufficient to insure the value of the merchandise at the delivery site or at the storage site.

### TAXES AND FREIGHT

Prices do not include any applicable sales, use, excise, or other taxes which, if applicable, Buyer shall pay and which shall be added to the sales price at time of invoicing. Buyers exempt from taxes shall furnish certificates of exemption upon execution of this agreement. Freight charges are F.O.B. job site unless otherwise indicated.

### CANCELLATION AND CHANGES

This agreement, once executed by SI and Buyer, cannot be cancelled or modified except by a writing signed by both parties. Changes made in the agreement which result in increased charges shall be for the account of the Buyer. Specialty storage products are built to order and in many cases are either non-cancellable or require significant cancellation charges after an order is placed. The minimum cancellation fee will be equal to 30% of product cost plus any additional costs associated with each manufacturer. No storage products or other specially ordered items can be cancelled or returned after the manufacturer begins production. Prices and quantities of storage products and other items measured from blueprints or otherwise estimated are subject to change upon field measurement at the expense of the Buyer.

### FLOORS

BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Finished floor coverings are not included unless otherwise noted.

### SURVEYS, PERMITS, AND REGULATIONS

BUYER shall procure and pay for all permits, inspections, and/or structural calculations required by any governmental authority for any part of the work performed by Spacesaver Intermountain, LLC, except if stated otherwise.

### WARRANTIES AND CLAIMS

- (a) SI warrants for a period of one year from delivery that the manufacturer is free from defects in workmanship and materials, and that it will repair or replace defective merchandise, at its cost, within a reasonable time, subject to availability of replacement merchandise. No other warranties, expressed or implied, are granted hereunder. No warranty in addition to the foregoing expressed warranties, whether expressed or implied, made by any employee or agent of SI shall be valid unless reduced to writing and signed by an officer of SI. TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS LIMITED TO THE PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY.
- (b) Buyer shall inspect the merchandise upon delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. Any warranty claims for latent defects not discoverable upon reasonable inspection must be made in writing within the warranty period.

### DEFAULT, INTEREST AND FEES

Buyer shall pay interest at the rate of 18% per annum on all payments in default, and shall pay all reasonable costs, expenses and attorneys' fees incurred by SI in enforcing the terms of this agreement.

### ENTIRE AGREEMENT; CONTROLLING LAW

This agreement constitutes the entire agreement between the parties. Buyer is relying solely upon the terms of this agreement, and not upon any oral or written statements, whether of SI, its officers, employees or agents, of any manufacturer, or any other person whatsoever on entering into this agreement. This agreement shall be interpreted and enforced under the laws of the State of Utah.

I have read and understand these terms and conditions: \_\_\_\_\_



## Rendering



249 South 400 East (801) 363-5882 main  
 Salt Lake City, UT 84111 (801) 359-4326 fax

www.spacesaverIM.com

Project Name:

**Kanab City Police Department**

Project #:  
120255

Drawn by:  
Amar U.

Date Printed:  
05/26/2023

Scale  
1/2" = 1'

Rev level:

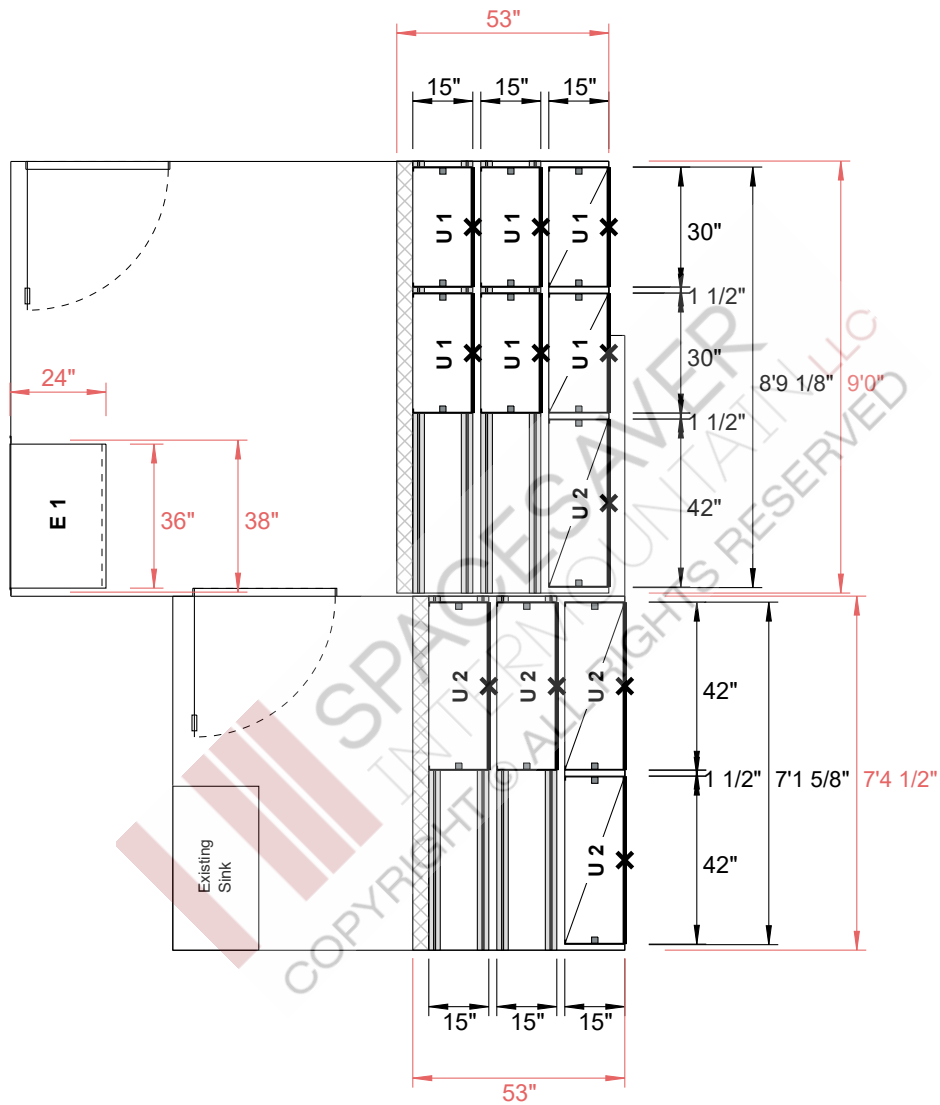
APPROVAL

This drawing Approved By:

\_\_\_\_\_

Dated \_\_\_\_\_

Red noted dimensions are critical dimensions.  
 Please abide by critical dimensions.  
 Spacesaver Intermountain is not responsible  
 for deviations from critical dimensions noted.



Plan View

Any type of shelving, static or mobile, over  
 10'-0" height may require city permitting.

X = Full Height Back Panel



249 South 400 East (801) 363-5882 main  
 Salt Lake City, UT 84111 (801) 359-4326 fax

www.spacesaverIM.com

Project Name:

**Kanab City Police Department**

Project #:  
120255

Drawn by:  
Amar U.

Date Printed:  
05/26/2023

Scale  
1/4" = 1'

Rev level:

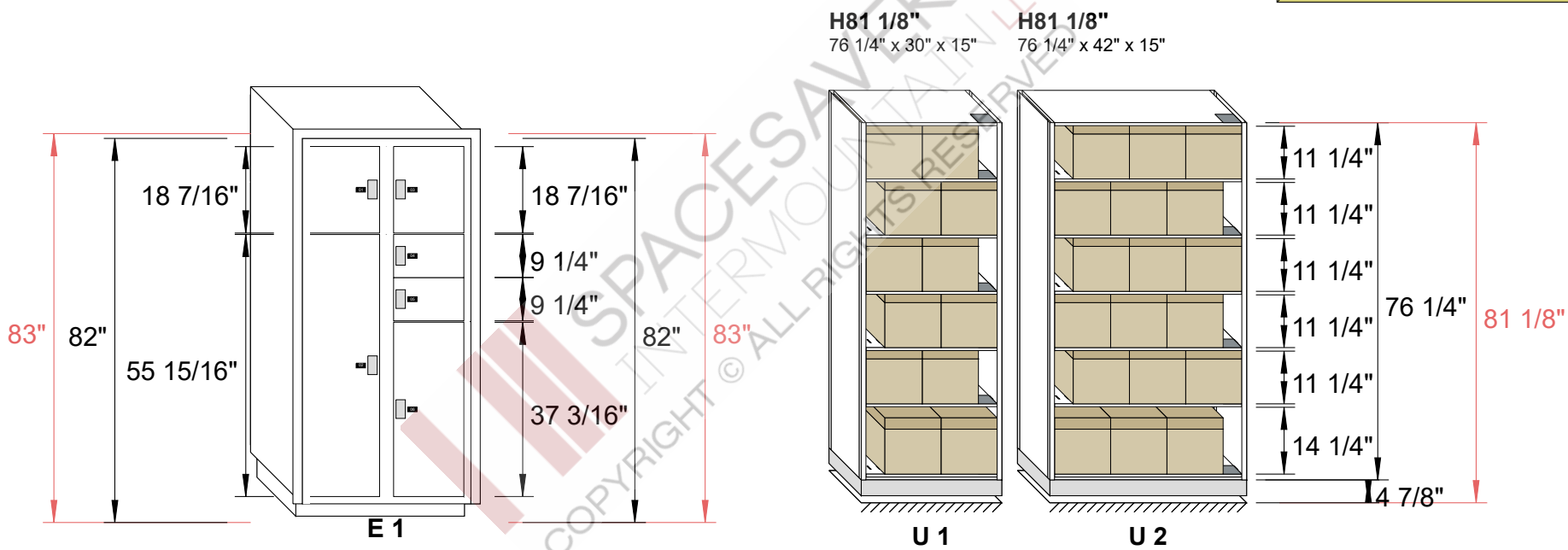
APPROVAL

This drawing Approved By:

Dated \_\_\_\_\_



Filing Capacity	
Items not assigned to a Position	
Actual LFI	2,208"
Nominal LFI	2,340"
Actual LFF	184'0"
Nominal LFF	195'0"
<input checked="" type="checkbox"/>	Include Existing



Elevations



249 South 400 East (801) 363-5882 main  
Salt Lake City, UT 84111 (801) 359-4326 fax

www.spacesaverIM.com

Project Name:

**Kanab City Police Department**

Project #:  
120255

Drawn by:  
Amar U.

Date Printed:  
05/26/2023

Scale  
1:35

Rev level:

APPROVAL  
This drawing Approved By:

\_\_\_\_\_

Dated \_\_\_\_\_

**Mayor**  
Colten Johnson  
**City Council**  
Arlon Chamberlain  
Scott Colson  
Chris Heaton  
Kerry Glover



**KANAB**  
—UTAH—

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

**DATE:** June 13, 2023  
**TO:** Mayor and City Council  
**SUBJECT:** Pool Heater Purchase  
**PREPARED BY:** City Manager, Kyler Ludwig

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**Background:**

At the start of the 2023 pool season, the pool's heater stopped working. City staff has worked to secure a new heater as a replacement to allow for the pool to open as quickly as possible.

**Analysis:**

Estimates during the FY 2023 Budget came in at around \$80,000. Work to install a new heater is currently being done on the pool and is estimated to cost just under \$50,000. Staff should have a final invoice for the installation prior to the City Council Meeting.

**Legal:**

Pending legal review.

**Financial:**

The costs will come from the Capital Improvement Budget.

**Recommendations/Actions:** It is recommended the City Council:

Approve the purchase of a new pool heater not to exceed \$50,000.

— A Western Classic —

**Mayor**  
Colten Johnson  
**City Council**  
Arlon Chamberlain  
Scott Colson  
Chris Heaton  
Kerry Glover



**KANAB**  
—UTAH—

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

**DATE:** June 13, 2023  
**TO:** Mayor and City Council  
**SUBJECT:** Proposed Property Tax Rate  
**PREPARED BY:** City Manager, Kyler Ludwig

---

**Background:**

On May 9<sup>th</sup> the City Council reviewed the tentative budget which includes the use of reserve funds for the new police facility and for a cost-of-living wage increase. During the tentative budget discussion, during that meeting the council discussed supporting a property tax rate adjustment to offset these costs; an increase in the revenues collected would require a truth in taxation hearing which was set for August 8, 2023.

The tentative budget has a shortfall of \$275,500, which will come from the City's General Fund balance if adjustments are not made to the tax rate. A calculator has been created for the City Council to review the impact of property tax adjustments on an average residential home within Kanab.

**Analysis:**

The City has two separate property taxes one for General Operations these taxes have a 12% rate decrease required if the City Council does not want to go through a Truth-in-Taxation process.

The following example is provided to help understand the impact of adjusting the property tax on a typical primary resident in Kanab:

Example: If the Council increased revenues by \$450,000 the average primary resident with a home value of \$350,000 would see an increase in property taxes by \$10.79/month or \$129.53/annually, which is roughly a 70% increase.

**Legal:**

Pending legal review.

— A Western Classic —

**Financial:**

The rate proposed by the City Council is the maximum rate to be assessed. The Council will hold a public hearing on August 8<sup>th</sup> and at that time they will make a determination on what the final rate to be collected will be. Notices to residents will be sent in July.

**Recommendations/Actions:** It is recommended the City Council:

Approve Resolution \_\_\_\_\_, A Resolution Proposing a Certified Tax Rate for the City of Kanab for the Fiscal Year 2024.



**RESOLUTION NO. \_\_\_\_\_ R**

A RESOLUTION PROPOSING A CERTIFIED TAX RATE FOR THE CITY OF KANAB FOR  
THE FISCAL YEAR 2024 (JULY 1, 2023 – JUNE 30, 2024)

**WHEREAS**, the Kanab City Council met in regular session on June 13, 2023, to discuss, among other things, determining the certified rate of tax and levying of taxes upon all real and personal property within Kanab City for the fiscal year beginning July 1, 2023 and ending June 30, 2024;

**WHEREAS**, in order to fund government operations, the City levies property taxes sufficient to meet expenses;

**WHEREAS**, it is the intent and desire of the City to comply with all applicable state and local laws regarding the adoption of a property tax rate and the levying of property taxes;

**WHEREAS**, the Council finds that it has satisfied all legal requirements required to propose a tax rate; and

**WHEREAS**, Utah State Code requires that the City hold a Truth in Taxation public hearing and the date set for said hearing is August 8, 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Kanab City Council as follows:

To defray the necessary and property expenses of the City and for maintaining the government thereof, it is hereby determined that the Tax Rate of the general property tax to be levied against property within the City made taxable by law for the fiscal year beginning July 1, 2023, and ending June 30, 2023, is hereby set to yield property tax revenues of \_\_\_\_\_, of which:

1. \_\_\_\_\_ will be collected to fund general operations; and
2. \_\_\_\_\_ will be collected to fund equipment, operation, and maintenance of recreation facilities and activities.

Therefore, the proposed tax rate shall be as determined by the Kane County based on the approved property tax revenue and the referenced yield.

As required by law, the rate hereinabove proposed, along with all statements and information required by law, shall be reported to the Kane County Auditor, State of Utah, and the Utah State Tax Commission.

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

This Resolution shall be effective upon passage.

**PASSED AND RESOLVED** this 13<sup>th</sup> day of June, 2023.

KANAB CITY

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
RECORDER

**VOTING:**

Arlon Chamberlain	Yea	___	Nay	___
Scott Colson	Yea	___	Nay	___
Chris Heaton	Yea	___	Nay	___
Kerry Glover	Yea	___	Nay	___
JD Wright	Yea	___	Nay	___

View Data Entry Reports Forms Administration

Tax Year  County  Entity  Accounting Cycle: Fiscal Year

**Tax Rate Summary (693) CTY**

**Preliminary Data**

Data Entry (Auditor)	Auditor's Certified Rate Approved	Data Entry (Entity)	Proposed Rates Entity Approved	Proposed Rates County Approved	Proposed Rates USTC Approved "OK to Print"	Final Tax Rates USTC Approved	Rates Finalized
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**Proposed Tax Rate Value: \$ 668,763,294**  
Budgeted Revenue / Proposed Tax Rate Value = Proposed Tax Rate

(1) Budget Code	(2) Budget Name	(3) Election Date	(4) Voted Rate Limit	(5) Utah Annotated Code	(6) Maximum By Law	(7) Calculated Certified Tax Rate	(8) Auditor's Certified Tax Rate	(9) Auditor's Certified Rate Revenue	(10) Proposed Tax Rate	(11) Budgeted Revenue	(12) Final Tax Rate	(13) Final Budgeted Revenue
10	General Operations			§11-6-133	.007	0.000577	0.000577	385,876				
90	Recreation			§11-2-7	Sufficient	0.000389	0.000389	260,149				
190	Discharge of Judgement			§59-2-1328 & 1330	Sufficient			0				
	Total Tax Rate					0.000966	0.000966	646,025	0.000000		0.000000	

**NOTES:**

Kanab City Property Value
\$668,763,294

	2023 - Rate	Revenue	\$350k Primary Home
General Operation	0.000577	\$385,876	\$111.07
Recreation	0.000389	\$260,149	\$74.88
Total	0.000966	\$646,025	\$185.96

	New Money	Total Revenue	Proposed Tax Rate	\$350k Primary Home	Estimated Increase	Monthly Increase	Percent Increase
General Operation	\$350,000	\$735,876	0.001100	\$211.82	\$100.75	\$8.40	90.70%
Recreation	\$100,000	\$360,149	0.000539	\$103.67	\$28.78	\$2.40	38.44%
Total	\$450,000	\$1,096,025	0.001639	\$315.49	\$129.53	\$10.79	69.66%

COLA Increase	\$184,500
Police Building	\$91,000
GF Budget Shortfall/Surplus	\$74,500



## General Fund Summary

	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget	
1031	Taxes	3,661,068.27	3,566,000.00	3,225,990.17	3,589,000.00	3,522,000.00	3,731,500.00
1032	Licenses and Permits	258,827.76	237,300.00	351,997.79	348,800.00	246,300.00	248,300.00
1033	Charges for Services	683,104.23	685,700.00	681,218.92	866,062.51	604,800.00	868,200.00
1035	Fines and Forfeitures	15,502.08	2,900.00	32,099.71	32,000.00	16,000.00	21,000.00
1036	Miscellaneous	310,666.06	523,500.00	577,757.32	283,700.00	213,200.00	304,500.00
1038	Contributions and Transfers	231,875.03	259,503.46	7,986.00	7,825.00	0.00	0.00
	<b>Total Revenues</b>	<b>5,161,043.43</b>	<b>5,274,903.46</b>	<b>4,877,049.91</b>	<b>5,127,387.51</b>	<b>4,602,300.00</b>	<b>5,173,500.00</b>
1041	Administration	365,019.78	388,901.94	313,577.08	417,500.00	354,938.42	457,000.00
1042	Judicial	11,229.10	12,300.00	7,500.00	12,000.00	20,000.00	20,000.00
1043	Attorney	141,432.50	150,500.00	82,691.57	102,500.00	101,464.68	110,500.00
1045	Planning Commission	217,664.90	232,000.00	164,042.75	200,500.00	127,874.91	151,500.00
1059	Building	63,078.82	105,710.00	47,730.54	82,000.00	125,282.50	129,000.00
1068	Community Development	13,361.60	17,000.00	18,280.45	19,000.00	28,000.00	28,000.00
1069	Economic Development	21,313.76	31,000.00	1,219.51	25,000.00	40,000.00	40,000.00
1054	Police	1,150,206.64	1,262,080.00	927,085.08	1,161,000.00	1,160,316.48	1,357,500.00
1058	Fire/EMS	659,480.41	725,033.36	827,660.44	1,006,000.00	887,295.91	1,197,200.00
1060	Streets	1,048,105.13	834,000.00	841,616.20	884,000.00	526,500.00	560,000.00
1062	Airport	364,776.05	383,750.00	223,284.26	281,000.00	276,343.06	391,000.00
1064	Parks	348,422.52	375,298.66	276,734.33	404,500.00	391,887.07	422,500.00
1065	Cemetery	27,783.49	28,540.00	384.75	1,000.00	0.00	8,000.00
1066	Library	200,300.12	216,000.00	121,995.40	194,500.00	212,232.64	207,500.00
1067	Museum	84,278.59	102,360.00	82,768.41	123,750.00	80,260.00	99,800.00
1044	General Government Buildings	0.00	0.00	0.00	0.00	10,000.00	0.00
1046	General Government Buildings	3,174.43	4,751.00	2,842.31	12,850.00	12,850.00	13,000.00
1047	Grants	1,539.14	2,500.00	0.00	0.00	0.00	0.00
1071	Transfers	553,000.00	553,000.00	145,000.00	145,500.00	130,000.00	145,500.00
	<b>Total Expenditures</b>	<b>5,274,166.98</b>	<b>5,424,724.96</b>	<b>4,084,413.08</b>	<b>5,072,600.00</b>	<b>4,485,245.67</b>	<b>5,338,000.00</b>
	<b>Revenues Minus Expenditures</b>	<b>-113,123.55</b>	<b>-149,821.50</b>	<b>792,636.83</b>	<b>54,787.51</b>	<b>117,054.33</b>	<b>-164,500.00</b>
	<b>End of Year Fund Balance</b>	<b>365,004.00</b>			<b>419,791.51</b>		<b>255,291.51</b>



## General Fund Revenues

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget	
10-23-11	UNEARNED REVENUE-ASSESSED	-610,840.00	0	-577,825.00	0	0	
10-31-10	PROPERTY TAXES	372,903.80	360,000.00	641,167.64	388,000.00	345,000.00	390,000.00
10-31-11	PRIOR YEARS PROPERTY TAXES	17,272.39	20,000.00	26,224.67	26,000.00	20,000.00	20,000.00
10-31-15	PROPERTY TAX - FEES IN LIEU	40,985.38	34,000.00	39,650.38	40,000.00	35,000.00	35,000.00
10-31-30	SALES TAXES	1,410,183.73	1,350,000.00	1,126,552.13	1,375,000.00	1,375,000.00	1,425,000.00
10-31-31	SALES TAXES (RESORT)	1,195,089.42	1,180,000.00	926,219.67	1,150,000.00	1,150,000.00	1,250,000.00
10-31-32	Municipal Transient Room Tax	287,049.29	275,000.00	198,782.22	270,000.00	270,000.00	270,000.00
10-31-33	Municipal Energy Tax	292,240.60	290,000.00	234,773.97	280,000.00	280,000.00	300,000.00
10-31-70	MOBILE PHONE SVC. REVENUE TAX	43,717.91	55,000.00	31,502.67	40,000.00	45,000.00	40,000.00
10-31-80	FRANCHISE TAXES	1,625.75	2,000.00	1,116.82	20,000.00	2,000.00	1,500.00
<b>Taxes Totals:</b>		<b>3,661,068.27</b>	<b>3,566,000.00</b>	<b>3,225,990.17</b>	<b>3,589,000.00</b>	<b>3,522,000.00</b>	<b>3,731,500.00</b>
10-32-10	BUSINESS LICENSES	44,354.50	44,000.00	36,087.91	43,000.00	43,000.00	45,000.00
10-32-21	BUILDING PERMITS	211,068.26	190,000.00	310,459.88	300,000.00	200,000.00	200,000.00
10-32-22	ENGINEERING REVIEW FEE	0	0	2,150.00	2,500.00	0	0
10-32-25	DOG LICENSES & POUND FEES	3,405.00	3,300.00	3,300.00	3,300.00	3,300.00	3,300.00
<b>Licenses and Permits Totals:</b>		<b>258,827.76</b>	<b>237,300.00</b>	<b>351,997.79</b>	<b>348,800.00</b>	<b>246,300.00</b>	<b>248,300.00</b>
10-33-40	STATE GRANT - UDOT SIDEWALK	0	0	82,487.07	82,487.07	0	0
10-33-42	ST GRANT (HERIT COMM & OMS)	13,000.00	13,000.00	1,000.00	1,000.00	0	0
10-33-44	STATE GRANT - FIRE DEPT.	6,423.07	6,500.00	0	0	0	0
10-33-45	STATE GRANT - UT ARTS COUNCIL	0	0	22,000.00	22,000.00	0	0
10-33-47	ST GRANT - UT STATE LIBRARY	9,920.00	10,000.00	14,725.44	14,725.44	0	0
10-33-56	CLASS C" ROAD FUND ALLOTMENT"	324,548.20	325,000.00	279,492.99	300,000.00	300,000.00	325,000.00
10-33-58	STATE LIQUOR FUND	11,562.43	11,000.00	13,217.33	13,000.00	0	12,000.00
10-33-59	STATE AVIATION FUEL TAX	567.13	1,500.00	367.21	350	1,500.00	500
10-34-09	LIBRARY DONATIONS	0	0	1,210.00	1,200.00	0	0
10-34-11	FIRE DEPARTMENT FEES RECEIVED	160,000.00	160,000.00	180,000.00	337,500.00	225,000.00	450,000.00
10-34-13	ZONING & SUBDIVISION FEES	100,486.00	105,000.00	40,920.38	40,000.00	35,000.00	40,000.00
10-34-14	CEMETERY LOT SALES	11,200.00	13,000.00	6,400.00	8,000.00	8,400.00	8,000.00
10-34-15	CEMETERY OPEN & CLOSE	15,700.00	15,000.00	5,900.00	8,000.00	12,500.00	8,000.00
10-34-30	SPEC. SVC. DIST. BILLING FEES	19,472.40	18,000.00	12,756.00	17,300.00	17,300.00	18,000.00
10-34-41	FIRE INSPECTIONS	6,725.00	6,700.00	7,075.00	7,000.00	4,100.00	5,700.00
10-34-80	PARK FUND	3,500.00	1,000.00	13,667.50	13,500.00	1,000.00	1,000.00
<b>Charges for Services Totals:</b>		<b>683,104.23</b>	<b>685,700.00</b>	<b>681,218.92</b>	<b>866,062.51</b>	<b>604,800.00</b>	<b>868,200.00</b>
10-35-11	J.P. COURT FINES	12,695.32	0	28,163.45	28,000.00	15000	20000
	LIBRARY FINES & FEES	2,806.76	2,900.00	3,936.26	4,000.00	1,000.00	1,000.00
<b>Fines and Forfeitures Totals:</b>		<b>15,502.08</b>	<b>2,900.00</b>	<b>32,099.71</b>	<b>32,000.00</b>	<b>16,000.00</b>	<b>21,000.00</b>
10-36-10	INTEREST INCOME	13,967.17	6,000.00	97,475.18	95,000.00	4,000.00	15,000.00
10-36-20	RENTS & LEASES - BLDGS & GRNDS	19,263.00	19,000.00	16,844.48	17,000.00	15,000.00	20,000.00
10-36-50	AIRPORT FUEL SALES	245,679.76	175,000.00	98,094.61	125,000.00	175,000.00	250,000.00
10-36-52	AIRPORT FEES	300	0	0	0	0	0
10-36-53	HERITAGE MUSEUM DONATIONS	200	0	520	500	0	0
10-36-54	CREDIT CARD CASH BACK	2,141.13	2,500.00	2,084.80	2,000.00	0	0
10-36-70	BANK ACCOUNT TRANSFER ACCT.	-1,000.00	0	27,252.00	0.00	0	0
10-36-90	SUNDRY REVENUE	25,057.00	25,000.00	39,447.75	40,000.00	15,000.00	15,000.00
10-36-91	ARPA	0	291,000.00	291,793.50	0.00	0	0
10-36-95	ON-LINE CONVENIENCE FEES	5,058.00	5,000.00	4,245.00	4,200.00	4,200.00	4,500.00
<b>Miscellaneous Totals:</b>		<b>310,666.06</b>	<b>523,500.00</b>	<b>577,757.32</b>	<b>283,700.00</b>	<b>213,200.00</b>	<b>304,500.00</b>
10-38-10	TRANSFERS FROM OTHER FUNDS	213,930.81	241,503.46	0	0	0	0
10-38-72	CONTRIBUTIONS - VARIETY ARTS	9,256.00	10,000.00	3,325.00	3,325.00	0	0
10-38-74	CONTRIBUTIONS - HERITAGE HOUSE	8,688.22	8,000.00	4,661.00	4,500.00	0	0
<b>Contributions and Transfers Totals:</b>		<b>231,875.03</b>	<b>259,503.46</b>	<b>7,986.00</b>	<b>7,825.00</b>	<b>0.00</b>	<b>0.00</b>
<b>General Fund Revenues Totals:</b>		<b>5,161,043.43</b>	<b>5,274,903.46</b>	<b>4,877,049.91</b>	<b>5,127,387.51</b>	<b>4,602,300.00</b>	<b>5,173,500.00</b>

## Administration

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
10-41-11	55,050.58	60,000.00	106,370.86	130,000.00	96,604.22	145,000.00
10-41-13	43,390.77	49,701.94	68,997.19	80,000.00	57,834.20	90,000.00
10-41-15	36,216.00	40,000.00	28,267.80	36,500.00	36,500.00	36,500.00
10-41-21	4,705.78	5,000.00	839.63	1,000.00	1,000.00	2,500.00
10-41-23	3,798.89	5,000.00	4,088.23	6,000.00	6,000.00	6,000.00
10-41-24	75,913.46	71,000.00	40,298.29	60,000.00	60,000.00	60,000.00
10-41-25	590.20	800.00	2,421.01	2,500.00	500.00	2,500.00
10-41-27	4,196.01	6,000.00	5,940.16	7,000.00	6,000.00	7,000.00
10-41-31	-12.71	100.00	-102.23	15,000.00	15,000.00	15,000.00
10-41-32	28,500.00	29,000.00	32,000.00	32,000.00	29,000.00	35,000.00
10-41-33	27,357.97	35,000.00	0	10000	10,000.00	10,000.00
10-41-35	11,165.39	12,000.00	12,718.50	14,000.00	14,000.00	14,000.00
10-41-50	15,136.73	16,000.00	7,624.64	19,000.00	19,000.00	15,000.00
10-41-60	11,848.19	12,000.00	0		0	15,000.00
10-41-61	291.72	300.00	4,113.00	4,500.00	3,500.00	3,500.00
10-41-99	46,870.80	47,000.00	0	0	0	0
<b>Administration Totals:</b>	<b>365,019.78</b>	<b>388,901.94</b>	<b>313,577.08</b>	<b>417,500.00</b>	<b>354,938.42</b>	<b>457,000.00</b>

## Judicial / City Attorney

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
10-42-35	COMPUTER MAINTENANCE CONTRACT	229.10	300.00	0	0	0
10-42-63	PUBLIC DEFENDER FEES	11,000.00	12,000.00	7,500.00	12,000.00	20,000.00
<b>Judicial Totals:</b>		<b>11,229.10</b>	<b>12,300.00</b>	<b>7,500.00</b>	<b>12,000.00</b>	<b>20,000.00</b>
10-43-11	SALARIES	64,479.25	70,000.00	52,714.56	60,000.00	59,717.06
10-43-13	EMPLOYEE BENEFITS	29,727.94	30,000.00	25,299.25	29,000.00	28,247.62
10-43-23	TRAVEL & TRAINING	430.84	300.00	1,226.54	3,500.00	3,500.00
10-43-24	OFFICE EXPENSE & SUPPLIES	3,509.59	5,000.00	3,309.49	10,000.00	10,000.00
10-43-27	UTILITIES	188.78	200.00	141.73		0
10-43-31	ATTORNEY SERVICES	42,500.00	45,000.00	0		0
10-43-99	CITY ATTORNEY DEPARTMENT	596.10	0	0		0
<b>City Attorney Totals:</b>		<b>141,432.50</b>	<b>150,500.00</b>	<b>82,691.57</b>	<b>102,500.00</b>	<b>101,464.68</b>

## Community Development

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget	
10-45-12	SALARIES (ZONING ADMIN.) PART	115,586.22	120,000.00	76,368.10	90,000.00	63,265.02	70,000.00
10-45-13	EMPLOYEE BENEFITS	63,654.78	75,000.00	44,473.91	50,000.00	40,609.89	44,000.00
10-45-14	CONTRACT SERVICES - PLANNER	10,800.00	12,000.00	7,200.00	12,000.00	12,000.00	12,000.00
10-45-23	TRAVEL & TRAINING	2,447.00	4,500.00	1,405.86	5,500.00	5,500.00	5,500.00
10-45-24	OFFICE EXPENSE & SUPPLIES	8,998.35	11,000.00	11,473.62	13,000.00	6,500.00	6,500.00
10-45-33	ENGINEERING FEES	16,178.55	9,500.00	23,121.26	30000	0	13,500.00
<b>Land Use Totals</b>		<b>217,664.90</b>	<b>232,000.00</b>	<b>164,042.75</b>	<b>200,500.00</b>	<b>127,874.91</b>	<b>151,500.00</b>
10-59-11	SALARIES	0	1,000.00	17,777.54	25,000.00	44,813.34	50,000.00
10-59-13	EMPLOYEE BENEFITS	0	1,000.00	9,768.88	16,000.00	22,469.16	39,000.00
10-59-23	TRAVEL & TRAINING	12,247.51	10,000.00	7,760.94	10,000.00	10,000.00	10,000.00
10-59-24	OFFICE EXPENSE & SUPPLIES	47,309.64	85,000.00	3,028.87	10,000.00	40,000.00	5,000.00
10-59-25	AUTO EXPENSE	1,483.75	4,000.00	1,032.59	5,000.00	5,000.00	5,000.00
10-59-26	EQUIP. SUPPLIES & MAINTENANCE	833.28	3,000.00	775.00	3,000.00	3,000.00	3,000.00
10-59-27	UTILITIES	422.20	500.00	0	0	0	0
10-59-33	PROFESSIONAL FEES - PLAN CHECK	578.00	1,000.00	5,606.75	8,000.00	0	12,000.00
10-59-64	SUNDRY (PAYMENTS TO STATE)	204.44	210.00	1,979.97	5,000.00	0	5,000.00
<b>Building Totals</b>		<b>63,078.82</b>	<b>105,710.00</b>	<b>47,730.54</b>	<b>82,000.00</b>	<b>125,282.50</b>	<b>129,000.00</b>
10-68-61	ARTS BOARD EXPENSES	13,361.60	15,000.00	7,453.09	8,000.00	8,000.00	8,000.00
10-68-66	SUNDRY (BEAUTIFICATION COMM)	0	1,000.00	10,827.36	11,000.00	5,000.00	5,000.00
10-68-68	SUNDRY (VOLUNTEER CENTER)	0	1,000.00	0	0	15,000.00	15,000.00
<b>Community Development Totals</b>		<b>13,361.60</b>	<b>17,000.00</b>	<b>18,280.45</b>	<b>19,000.00</b>	<b>28,000.00</b>	<b>28,000.00</b>
10-69-51	Special Events	0	1000	1119.51	5,000.00	20,000.00	20,000.00
10-69-54	C.E.B.A.	10,000.00	10,000.00	0.00	10,000.00	10,000.00	10,000.00
10-69-64	SUNDRY (WEB PAGE DEVELOPMENT)	2,734.89	10,000.00	0.00	0.00	0.00	0.00
10-69-68	ECONOMIC DEV. - Mayor	8,578.87	10,000.00	100.00	10,000.00	10,000.00	10,000.00
<b>Economic Development Totals</b>		<b>21,313.76</b>	<b>31,000.00</b>	<b>1,219.51</b>	<b>25,000.00</b>	<b>40,000.00</b>	<b>40,000.00</b>

## Police

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
10-54-11	519,961.70	575,000.00	459,595.99	564,000.00	563,013.10	665,000.00
10-54-13	376,314.46	425,000.00	316,411.61	405,000.00	405,803.38	445,000.00
10-54-16	1,799.60	5,000.00	1,609.30	5,000.00	5,000.00	3,500.00
10-54-17	-303.00	0	0		0	0
10-54-19	3,968.07	4,000.00	3,367.50	4,000.00	4,000.00	4,000.00
10-54-21	6,399.00	1,500.00	310.00	2,000.00	2,000.00	2,000.00
10-54-23	7,168.92	7,500.00	5,358.17	10,000.00	10,000.00	10,000.00
10-54-24	10,024.40	15,000.00	18,878.12	20,000.00	20,000.00	22,000.00
10-54-25	28,995.95	30,000.00	25,920.88	30,000.00	22,000.00	30,000.00
10-54-27	5,820.17	6,500.00	3,776.46	6,000.00	5,500.00	10,000.00
10-54-29	9,000.00	9,000.00	7,500.00	9,000.00	9,000.00	0
10-54-35	744.96	5,500.00	620.80	6,000.00	6,000.00	6,000.00
10-54-37	0	0	40.01		0	0
10-54-45	24,979.99	28,000.00	13,853.48	22,000.00	22,000.00	24,000.00
10-54-51	0	0	0		0	0
10-54-52	11,219.00	8,000.00	5,388.68	12,000.00	12,000.00	12,000.00
10-54-55	57,999.96	58,000.00	43,499.97	58,000.00	58,000.00	58,000.00
10-54-66	75.92	80.00	0		0	0
10-54-67	3,801.29	4,000.00	7,854.11	8,000.00	6,000.00	6,000.00
10-54-74	22,236.25	20,000.00	13,100.00	0.00	10,000.00	0
10-54-99	60,000.00	60,000.00	0		0	60,000.00
<b>Police Totals:</b>	<b>1,150,206.64</b>	<b>1,262,080.00</b>	<b>927,085.08</b>	<b>1,161,000.00</b>	<b>1,160,316.48</b>	<b>1,357,500.00</b>

## Fire / EMS

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
10-58-11 SALARIES	361,406.31	380,000.00	445,024.75	550,000.00	471,042.00	675,000.00
10-58-13 EMPLOYEE BENEFITS	214,611.72	231,033.36	269,416.52	320,000.00	319,253.91	390,000.00
10-58-20 MAINTENANCE (RESCUE TRUCK)	0	0	1,046.15		0	0
10-58-23 TRAVEL & TRAINING	6,596.52	5,500.00	4,166.31	7,000.00	7,000.00	7,000.00
10-58-24 OFFICE EXPENSE & SUPPLIES	7,126.11	7,500.00	10,477.85	11,000.00	7,000.00	7,000.00
10-58-25 AUTO EXPENSE	12,366.20	13,000.00	11,159.28	22,000.00	12,000.00	21,000.00
10-58-26 EQUIP. SUPPLIES & MAINTENANCE	1,314.89	33,000.00	61,251.59	67,000.00	32,000.00	48,200.00
10-58-27 UTILITIES	16,061.62	18,000.00	11,489.17	13,500.00	13,500.00	13,500.00
10-58-38 VOLUNTEER SERVICES	10,120.04	10,000.00	10,194.64	10,500.00	10,000.00	10,000.00
10-58-50 INSURANCE & SURITY BONDS	19,877.00	16,000.00	3,434.18	5,000.00	15,500.00	15,500.00
10-58-70 CAPITAL OUTLAY	0	1,000.00	0		0	0
10-58-99 FIRE DEPARTMENT Vehicles	10,000.00	10,000.00	0		0	10,000.00
<b>Fire/EMS Totals</b>	<b>659,480.41</b>	<b>725,033.36</b>	<b>827,660.44</b>	<b>1,006,000.00</b>	<b>887,295.91</b>	<b>1,197,200.00</b>



## Streets

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
10-60-11	0	0	0	0	0	0
10-60-12	0	0	0	0	0	0
10-60-13	0	0	0	0	0	0
10-60-23	0	0	0	2,000.00	2,000.00	5,000.00
10-60-24	4,150.00	4,500.00	5,694.03	6,000.00	4,500.00	6,000.00
10-60-25	5,391.33	6,000.00	4,443.87	5,000.00	5,000.00	6,000.00
10-60-26	36,121.97	27,000.00	12,721.15	25,000.00	25,000.00	25,000.00
10-60-33	8,401.50	8,000.00	1,266.25	8,000.00	8,000.00	8,000.00
10-60-41	0	0	0	0	0	0
10-60-42	6,584.82	7,500.00	0	1,000.00	10,000.00	10,000.00
10-60-44	314,285.35	320,000.00	306,027.50	320,000.00	300,000.00	320,000.00
10-60-65	25,957.75	28,000.00	18,562.99	22,000.00	22,000.00	25,000.00
10-60-71	0	1,000.00	0	0	0	5,000.00
10-60-74	0	1,000.00	0	0	50,000.00	50,000.00
10-60-76	32,943.39	1,000.00	184,992.25	185,000.00	100,000.00	100,000.00
10-60-99	614,269.02	430,000.00	307,908.16	310,000.00	0	0
<b>Streets Totals</b>	<b>1,048,105.13</b>	<b>834,000.00</b>	<b>841,616.20</b>	<b>884,000.00</b>	<b>526,500.00</b>	<b>560,000.00</b>

## Airport

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
10-62-11 SALARIES	60,965.50	66,000.00	52,154.77	64,000.00	63,893.18	70,000.00
10-62-12 SALARIES (PART TIME)	0	0	0		0	0
10-62-13 EMPLOYEE BENEFITS	34,212.34	36,000.00	30,737.37	35,000.00	28,449.88	40,000.00
10-62-14 FUEL SALES COMMISSIONS PAID	0	0	0	0	5,000.00	5,000.00
10-62-24 OFFICE EXPENCE & SUPPLIES	4,018.82	5,000.00	1,410.61	5,500.00	5,500.00	5,500.00
10-62-26 EQUIP. SUPPLIES & MAINTENANCE	20,092.89	20,000.00	17,889.46	21,000.00	21,000.00	25,000.00
10-62-27 UTILITIES	12,983.59	13,000.00	9,134.80	13,000.00	10,000.00	13,000.00
10-62-50 INSURANCE & SURITY BOND	11,372.00	10,000.00	8,293.55	10,000.00	10,000.00	10,000.00
10-62-65 SUNDRY (FUEL PURCHASES)	214,580.91	225,000.00	96,463.70	125,000.00	125,000.00	215,000.00
10-62-68 MAINTENANCE (AWOS)	5,700.00	7,500.00	7,200.00	7,500.00	7,500.00	7,500.00
10-62-99 AIRPORT DEPARTMENT	850.00	1,250.00	0	0	0	0
<b>Airport Totals</b>	<b>364,776.05</b>	<b>383,750.00</b>	<b>223,284.26</b>	<b>281,000.00</b>	<b>276,343.06</b>	<b>391,000.00</b>

## Parks / Cemetery

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget	
10-64-11	SALARIES	115,511.22	125,142.16	106,920.59	140,000.00	138,563.88	153,000.00
10-64-12	SALARIES (PART TIME)	22,121.19	30,000.00	13,321.94	30,000.00	30,000.00	30,000.00
10-64-13	EMPLOYEE BENEFITS	98,574.26	102,656.50	89,904.43	111,000.00	110,323.19	115,000.00
10-64-25	AUTO EXPENSE	11,221.39	12,500.00	10,167.52	12,500.00	12,000.00	12,500.00
10-64-26	EQUIP. SUPPLIES & MAINTENANCE	59,878.16	60,000.00	38,672.22	60,000.00	55,000.00	65,000.00
10-64-27	UTILITIES	15,601.04	16,000.00	7,981.36	16,000.00	16,000.00	16,000.00
10-64-30	TRASH REMOVAL	5,780.00	6,000.00	3,620.00	6,000.00	5,000.00	6,000.00
10-64-66	SUNDRY (4TH JULY EXPENSES)	11,824.30	15,000.00	3,053.88	15,000.00	15,000.00	15,000.00
10-64-70	CAPITAL OUTLAY	0	0	0	10,000.00	10,000.00	10,000.00
10-64-99	PARKS GENERAL	7,910.96	8,000.00	3,092.39	4,000.00	0.00	0.00
<b>Parks Totals</b>		<b>348,422.52</b>	<b>375,298.66</b>	<b>276,734.33</b>	<b>404,500.00</b>	<b>391,887.07</b>	<b>422,500.00</b>
10-65-23	TRAVEL & TRAINING	0.00	0.00	0.00	0.00	0.00	3,000.00
10-65-26	EQUIP. SUPPLIES & MAINTENANCE	39.99	40.00	0.00	0.00	0.00	0.00
10-65-70	CAPITAL OUTLAY	27,343.50	27,500.00	384.75	1,000.00	0.00	0.00
10-65-80	LOT BUY BACKS	400.00	1,000.00	0.00	0.00	0.00	5,000.00
<b>Cemetery Totals</b>		<b>27,783.49</b>	<b>28,540.00</b>	<b>384.75</b>	<b>1,000.00</b>	<b>0.00</b>	<b>8,000.00</b>

## Library

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
10-66-11	84,592.88	90,000.00	55,067.78	75,000.00	74,130.68	55,000.00
10-66-12	11,344.11	15,000.00	10,200.17	30,000.00	29,367.00	50,000.00
10-66-13	46,698.18	50,000.00	20,255.66	30,000.00	54,234.96	35,000.00
10-66-23	221.18	1,000.00	0	1,000.00	1,000.00	1,000.00
10-66-24	5,964.41	6,500.00	5,977.79	6,000.00	6,000.00	6,000.00
10-66-26	10,381.35	13,000.00	6,548.51	13,000.00	13,000.00	13,000.00
10-66-27	10,442.70	11,000.00	9,095.87	11,000.00	11,000.00	12,000.00
10-66-35	2,941.48	3,000.00	397.00	3,000.00	3,000.00	4,000.00
10-66-41	1,242.64	1,500.00	1,441.45	1,500.00	1,500.00	1,500.00
10-66-42	15,943.10	18,000.00	3,319.83	10,000.00	16,000.00	17,000.00
10-66-69	7,165.01	4,000.00	9,225.55	11,000.00	0	10,000.00
10-66-70	3,363.08	3,000.00	465.79	3,000.00	3,000.00	3,000.00
<b>Library Totals</b>	<b>200,300.12</b>	<b>216,000.00</b>	<b>121,995.40</b>	<b>194,500.00</b>	<b>212,232.64</b>	<b>207,500.00</b>

## Kanab Museum

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
10-67-12 SALARIES (PART TIME)	35,029.29	47,060.00	45,081.50	55,000.00	47,060.00	60,000.00
10-67-13 EMPLOYEE BENEFITS	3,248.46	4,800.00	4,352.97	4,800.00	4,800.00	6,000.00
10-67-23 TRAVEL & TRAINING	0	0	949.93	1,400.00	1,400.00	1,800.00
10-67-26 EQUIP. SUPPLIES & MAINTENANCE	12,199.99	13,000.00	5,646.26	20,000.00	14,000.00	15,000.00
10-67-27 UTILITIES	2,543.54	3,000.00	8,148.56	9,000.00	3,500.00	11,000.00
10-67-58 HERITAGE MUSEUM EXPENSES	23,618.75	25,000.00	-11,245.64	1,500.00	3,500.00	0
10-67-60 HERITAGE HOUSE EXPENSES	775.86	1,000.00	41.96	50	0	0
10-67-70 CAPITAL OUTLAY MUSEUM	6,862.70	7,500.00	28,605.79	30,000.00	3,000.00	3,000.00
10-67-99 CAPITAL OUTLAY HOUSE	0	1,000.00	1,187.08	2,000.00	3,000.00	3,000.00
<b>Kanab Museum Totals</b>	<b>84,278.59</b>	<b>102,360.00</b>	<b>82,768.41</b>	<b>123,750.00</b>	<b>80,260.00</b>	<b>99,800.00</b>

### Other General Fund Expenditures

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
10-44-99 GOVERNMENT BUILDINGS DEPART.	0	0	0	0	10,000.00	0.00
<b>Government Buildings Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,000.00</b>	<b>0.00</b>
10-46-20 MAINTENANCE (BUILDINGS)	0	1,500.00	800.78	10000	10,000.00	10,000.00
10-46-22 KANAB CITY BUILDING AUTHORITY	3,173.43	3,250.00	2,040.53	2,850.00	2,850.00	3,000.00
10-46-25 MULTI-PURPOSE ROOM MAINT	0	0	0	0	0	0
10-46-29 RENTS & LEASES (BUILDINGS)	1	1	1	0	0	0
<b>General Government Buildings Totals</b>	<b>3,174.43</b>	<b>4,751.00</b>	<b>2,842.31</b>	<b>12,850.00</b>	<b>12,850.00</b>	<b>13,000.00</b>
10-47-10 Library Grant Expenditure	1,539.14	2,500.00	0	0	0	0
<b>Grant Expenditure Totals</b>	<b>1,539.14</b>	<b>2,500.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
10-70-11 TRANSFER TO CAPITAL PJCTS FUND	406,000.00	406,000.00	50000	50,000.00	50,000.00	50,000.00
10-70-50 Transfer to Recreation Fund	25,000.00	25,000.00	0	0	0	0
10-70-51 TRANS TO FUND 42	20,000.00	20,000.00	20000	20,000.00	20,000.00	20,000.00
10-70-92 TRANSFER TO DEBT SVC	102,000.00	102,000.00	75000	75,500.00	60,000.00	75,500.00
10-71-12 TRANSFER TO RECREATION FUND	0	0	0	0	0	0
<b>Transfers Totals</b>	<b>553,000.00</b>	<b>553,000.00</b>	<b>145,000.00</b>	<b>145,500.00</b>	<b>130,000.00</b>	<b>145,500.00</b>

## Non-General Funds Summary

	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
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15	<b>Debt Service</b>					
	Revenues	182,000.00	182,000.00	0.00	168,500.00	268,500.00
	Expenditures	165,350.34	223,628.95	164,818.80	168,450.00	268,500.00
37	<b>Wildland Fire</b>					
	Revenues	51,890.73	170,500.00	110,710.03	123,500.00	150,000.00
	Expenditures	105,415.53	170,000.00	114,326.18	124,696.45	130,000.00
41	<b>Recreation</b>					
	Revenues	415,415.49	452,012.49	209,530.89	414,600.00	584,500.00
	Expenditures	477,363.15	485,930.56	464,049.33	503,400.00	666,200.00
42	<b>Airport Capital Projects</b>					
	Revenues	48,342.93	18,342.93	127,228.77	147,300.00	177,500.00
	Expenditures	0.00	0.00	7,462.80	7,400.00	166,000.00
45	<b>Capital Projects</b>					
	Revenues	424,087.59	422,600.00	18,527.24	181,500.00	61,500.00
	Expenditures	608,161.31	546,000.00	79,781.44	320,000.00	400,000.00
46	<b>Existing Capital Repairs</b>					
	Revenues	14,500.00	14,500.00	0.00	11,500.00	11,500.00
	Expenditures	0.00	0.00	0.00	0.00	0.00
49	<b>Impact Fees</b>					
	Revenues	279,743.34	896,500.00	594,570.60	595,000.00	0.00
	Expenditures	358,930.81	386,503.46	0.00	0.00	0.00
51	<b>Water / Sewer</b>					
	Revenues	3,915,618.34	8,792,636.48	2,081,307.34	2,320,000.00	1,889,500.00
	Expenditures	1,558,080.27	9,151,172.11	1,303,605.69	2,486,180.00	2,387,315.89
52	<b>Stormwater</b>					
	Revenues	833,088.29	500,300.00	467,009.11	505,000.00	414,000.00
	Expenditures	385,926.74	385,000.00	142,192.46	384,000.00	204,000.00
70	<b>Cemetery Perpetual Care</b>					
	Revenues	103,336.96	102,400.00	13,267.51	13,500.00	8,000.00
	Expenditures	281,036.00	285,000.00	0.00	0.00	265,000.00

## Capital Projects Funds

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
45-30-10	14,500.00	14,500.00	0	11,500.00	11,500.00	11,500.00
45-30-72	406,000.00	406,000.00	0	50,000.00	50,000.00	50,000.00
45-36-10	3,587.59	2,100.00	18,527.24	20,000.00	0	0
				100,000.00		
<b>Fund 45 Total Revenues</b>	<b>424,087.59</b>	<b>422,600.00</b>	<b>18,527.24</b>	<b>181,500.00</b>	<b>61,500.00</b>	<b>61,500.00</b>
45-75-31	800	1,000.00	0	0	0	0
45-75-35	0	0	0	0	365,000.00	225,000.00
45-75-49	192,703.28	195,000.00	0	150,000.00	0	0
45-75-70	52,473.07	55,000.00	0	0	0	0
45-75-71	93,671.61	100,000.00	0	0	0	0
45-75-72	0	0	0	0	0	0
45-75-73	100,999.06	25,000.00	79,781.44	0	0	0
45-75-75	28,175.91	30,000.00	0	0	0	0
45-75-78	139,338.38	140,000.00	0	0	0	0
				170,000.00		175,000.00
<b>Fund 45 Total Expenditures</b>	<b>608,161.31</b>	<b>546,000.00</b>	<b>79,781.44</b>	<b>320,000.00</b>	<b>365,000.00</b>	<b>400,000.00</b>
<b>Net Change</b>	<b>-184,073.72</b>	<b>-123,400.00</b>	<b>-61,254.20</b>	<b>-138,500.00</b>	<b>-303,500.00</b>	<b>-338,500.00</b>
<b>End of Year Fund Balance</b>	<b>1,558,071.00</b>			<b>1,419,571.00</b>		<b>1,081,071.00</b>
46-30-10	14,500.00	14,500.00	0	11,500.00	11,500.00	11500
<b>Existing Capital Repairs Revenue Totals</b>	<b>14,500.00</b>	<b>14,500.00</b>	<b>0</b>	<b>11,500.00</b>	<b>11,500.00</b>	<b>11,500.00</b>
<b>End of Year Fund Balance</b>	<b>90,575.00</b>			<b>102,075.00</b>		<b>113,575.00</b>



## Capital Debt Funds

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
15-36-33	80,000.00	80,000.00	0	93,000.00	80,000.00	93,000.00
15-36-35	102,000.00	102,000.00	0	75,500.00	60,000.00	175,500.00
15-36-90	0	0	0	0	0	
	FUND BAL. TO APP. - IMP. FEES					
<b>Fund 15 Revenues Totals</b>	<b>182,000.00</b>	<b>182,000.00</b>	<b>0.00</b>	<b>168,500.00</b>	<b>140,000.00</b>	<b>268,500.00</b>
15-71-82	0	0	0		0	100,000.00
15-73-80	8,805.00	9,100.00	8,505.00	10,000.00	0	10,000.00
15-73-81	26,645.34	27,000.00	24,863.80	27,000.00	27,000.00	27,000.00
15-73-88	0	37,203.95	0		0	0
15-73-91	900	1,325.00	450	450.00	450	500
15-74-70	0	20,000.00	0		0	0
15-74-80	20,000.00	20,000.00	20,000.00	20,000.00	0	20,000.00
15-74-81	91,000.00	91,000.00	93,000.00	93,000.00	91,000.00	93,000.00
15-74-91	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00
<b>Fund 15 Expenditures Totals</b>	<b>165,350.34</b>	<b>223,628.95</b>	<b>164,818.80</b>	<b>168,450.00</b>	<b>136,450.00</b>	<b>268,500.00</b>
<b>Net Change</b>	<b>16,649.66</b>	<b>-41,628.95</b>	<b>-164,818.80</b>	<b>50.00</b>	<b>3,550.00</b>	<b>0.00</b>
<b>End of Year Fund Balance</b>	<b>66,109.00</b>			<b>66,159.00</b>		<b>66,159.00</b>

## Wildland Fund

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
37-30-10 Wildland Revenue	51,228.18	170,000.00	107,334.58	120,000.00	150,000.00	150,000.00
37-36-10 Intrest Earned	662.55	500.00	3,375.45	3,500.00	250.00	0
<b>Revenue Totals</b>	<b>51,890.73</b>	<b>170,500.00</b>	<b>110,710.03</b>	<b>123,500.00</b>	<b>150,250.00</b>	<b>150,000.00</b>
37-60-10 Equipment, Supplies & Maint	7,541.23	15,000.00	2,923.18	5,000.00	0	10,000.00
37-60-11 Salaries	28,845.48	60,000.00	49,301.90	55,000.00	45,000.00	45,000.00
37-60-13 Employee Benefits	4,377.33	30,000.00	9,267.62	10,000.00	4,500.00	4,000.00
37-60-20 Wildland Fire Expense	19,455.04	19,000.00	7,637.03	9,500.00	25,000.00	25,000.00
37-60-90 Capital Outlay	0	0	0	0	0	0
37-60-95 Capital Outlay	0	46,000.00	45,196.45	45,196.45	46,000.00	46,000.00
37-73-80 PRICIPAL PAYMENTS - FIRE TRUCK	35,250.58	0	0	0	0	0
37-73-81 INTEREST PAYMENTS - FIRE TRUCK	9,945.87	0	0	0	0	0
<b>Expenditure Totals</b>	<b>105,415.53</b>	<b>170,000.00</b>	<b>114,326.18</b>	<b>124,696.45</b>	<b>120,500.00</b>	<b>130,000.00</b>
<b>Net Change</b>	<b>-53,524.80</b>	<b>500.00</b>	<b>-3,616.15</b>	<b>-1,196.45</b>	<b>29,750.00</b>	<b>20,000.00</b>
<b>End of Year Fund Balance</b>	<b>138,779.00</b>			<b>137,582.55</b>		<b>157,582.55</b>

**Recreation Fund**

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
41-30-11 TRANSFERS FROM GENERAL FUND	-15,641.76	54,802.49	4,373.75	4,500.00	0	0
41-30-30 RAP Tax	126,142.19	100,000.00	97,815.14	110,000.00	100,000.00	125,000.00
41-30-36 BASKETBALL	7,470.00	8,000.00	11,579.00	11,500.00	7,000.00	10,000.00
41-30-37 CANYONEERING	-90.00	-90.00	0	0	0	0
41-30-41 Baseball Fees	37,564.30	33,500.00	17,395.00	17,500.00	15,000.00	15,000.00
41-30-42 Softball Fees	22,879.20	20,000.00	13,867.50	13,500.00	5,000.00	15,000.00
41-30-43 CHEER	280	0	0	0	300	0
41-30-45 10-K REG FEES/DONATIONS	3,017.13	4,000.00	0	3,500.00	4,000.00	3,000.00
41-30-46 CROSS COUNTRY	516.62	550	0	500.00	1,000.00	500.00
41-30-50 Soccer	3,336.88	3,500.00	4,517.00	4,500.00	4,000.00	4,000.00
41-30-55 Volleyball	1,740.40	1,800.00	3,190.00	3,100.00	2,000.00	2,000.00
41-30-56 YOGA	0	0	4,123.50	5,000.00	0	5,000.00
41-30-60 Tennis Fees	7,028.00	4,000.00	30	5,000.00	5,000.00	5,000.00
41-30-62 YOUTH WRESTLING	2,167.00	2,250.00	0	0	0	0
41-30-63 CONCESSIONS - HOT FOOD	616.5	700	0	500.00	0	0
41-30-64 Outdoor Rec	0	0	50,000.00	0	0	150,000.00
41-30-65 CONCESSIONS	3,389.03	4,000.00	0	3,000.00	0	0
41-30-70 PROPERTY TAX - RECREATION	215,000.00	215,000.00	0	230,000.00	230,000.00	250,000.00
41-30-71 MISC RECREATION REV	0	0	2,640.00	2,500.00	0	0
<b>Recreation Revenues</b>	<b>415,415.49</b>	<b>452,012.49</b>	<b>209,530.89</b>	<b>414,600.00</b>	<b>373,300.00</b>	<b>584,500.00</b>
41-34-01 Pool Lessons	3,850.00	1,000.00	905.00	2,500.00	2,500.00	2,500.00
41-34-02 Pool Concessions	9,145.72	9,000.00	7,152.85	9,000.00	8,000.00	8,000.00
41-34-05 Pool Admissions	40,134.25	15,000.00	23,887.03	50,000.00	50,000.00	50,000.00
41-34-06 Pool Rentals	3,310.50	1,500.00	2,945.00	4,000.00	7,500.00	5,000.00
41-34-07 SWIM TEAM FEES	9,955.00	6,500.00	0	8,500.00	8,500.00	8,500.00
41-36-05 INTEREST EARNED	0	2,000.00	0	0	0	0
41-36-10 INTEREST EARNED - REC. TAX	329.35	0	461.95	500.00	0	0
<b>Pool Revenues</b>	<b>66,724.82</b>	<b>35,000.00</b>	<b>35,351.83</b>	<b>74,500.00</b>	<b>76,500.00</b>	<b>74,000.00</b>
41-38-90 TRANSFERS FROM GENERAL FUND	25,000.00	0	0	0	0	0
TRANSFERS FROM CAPTIAL PROJ	0	0	0	0	0	0
<b>Transfer Totals</b>	<b>25,000.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
41-41-11 SALARIES	88,021.54	87,530.56	73,204.57	95,000.00	95,129.32	115,000.00
41-41-12 SALARIES (PART TIME)	0	0	0	0.00	0	0
EMPLOYEE BENEFITS	70,675.29	75,000.00	54,936.45	66,000.00	65,691.00	50,000.00
41-41-23 TRAVEL & TRAINING	387.71	1,500.00	0	0	0	0
41-41-24 OFFICE EXPENSE & SUPPLIES	4,445.83	5,000.00	4,403.85	5,000.00	5,000.00	5,000.00
41-41-26 EQUIP. SUPPLIES & MAINTENANCE	3,870.21	5,000.00	0	3,000.00	3,000.00	3,000.00
41-41-46 CROSS COUNTRY EXPENSE	0	0	192.55	0	0	0
41-41-51 VOLLEYBALL EXPENSE	0	0	1,457.23	0	0	1,500.00
41-41-52 YOGA EXPENSE	0	0	4,551.52	5,500.00	0	5,500.00
41-41-53 Cheerleading	96.49	100.00	0	0	200.00	200.00
41-41-54 RECREATION CENTER EXPENSES	0	1,000.00	0	0	0	0
41-41-55 Basketball Expense	5,522.89	5,600.00	6,385.72	6,400.00	6,000.00	6,000.00
41-41-56 Baseball Expense	22,030.84	24,000.00	11,035.57	13,000.00	13,000.00	18,000.00
41-41-57 Soccer Expense	1,879.58	3,000.00	2,563.61	2,500.00	2,000.00	3,000.00
41-41-58 Tennis Expense	4,316.63	5,000.00	2,573.97	4,500.00	4,500.00	4,500.00
41-41-59 Football Expense	14,388.20	16,000.00	7,788.72	13,500.00	13,500.00	13,500.00
41-41-60 Heatstroker Baseball	6,984.22	7,500.00	896.00	2,000.00	15,000.00	0
41-41-61 Heatstroker Softball	950.70	1,000.00	0	10,500.00	10,500.00	10,000.00
41-41-62 YOUTH WRESTLING	2,205.00	2,400.00	2,438.00	2,500.00	2,000.00	2,500.00
41-41-63 POOL OPERATIONS	4,081.18	5,000.00	0	0.00	1,500.00	0
41-41-64 Outdoor Rec	0	0	0	0.00	0	150,000.00
41-41-70 CAPITAL OUTLAY	4,869.00	9,000.00	166,054.00	0	350,000.00	0
41-47-30 10-K EXPENSES	4,943.11	5,000.00	0	4,000.00	3,500.00	3,500.00
<b>Programs Expenditure Totals:</b>	<b>239,668.42</b>	<b>258,630.56</b>	<b>338,481.76</b>	<b>233,400.00</b>	<b>590,520.32</b>	<b>391,200.00</b>
41-50-11 Salaries	4,307.08	5,500.00	0	0	15,000.00	0
41-50-12 Lifeguards	32,332.13	45,000.00	40,681.32	55,000.00	40,000.00	60,000.00
41-50-13 Employee Costs	4,955.09	5,200.00	4,099.99	6,000.00	4,500.00	6,000.00
41-50-23 Travel/Training	269.5	2,000.00	15.09	3000	3,000.00	3,000.00
41-50-26 Equipment/Supplies/Maint	30,472.47	35,000.00	3,210.53	25,000.00	25,000.00	30,000.00
41-50-27 Utilities	24,958.54	30,000.00	34,586.70	40,000.00	30,000.00	40,000.00
41-50-28 SWIM TEAM EXPENSES	5,308.31	2,100.00	-1,177.08	6,500.00	6,500.00	6,500.00
41-50-30 Chemicals	26,357.69	5,000.00	22,906.35	30,000.00	18,000.00	25,000.00
41-50-40 Concessions	6,376.81	4,000.00	3,984.63	8,000.00	4,000.00	8,000.00
41-50-50 Insurance	4,546.28	3,500.00	1,523.54	3,500.00	3,500.00	3,500.00
<b>Pool Expenditure Totals:</b>	<b>139,883.90</b>	<b>137,300.00</b>	<b>109,831.07</b>	<b>177,000.00</b>	<b>149,500.00</b>	<b>182,000.00</b>
41-60-26 Equip/Supplies/Maint	12.89	0	0	0	0	0
41-75-09 ENGINEERING SERVICES	17,797.94	10,000.00	15,736.50	0	0	0
41-75-95 TRANSFERS TO DEBT SERVICE FUND	80,000.00	80,000.00	0	93000	80,000.00	93,000.00
<b>Capital Expenditure Totals:</b>	<b>97,810.83</b>	<b>90,000.00</b>	<b>15,736.50</b>	<b>93,000.00</b>	<b>80,000.00</b>	<b>93,000.00</b>
<b>Recreation Revenues Total</b>	<b>507,140.31</b>	<b>487,012.49</b>	<b>244,882.72</b>	<b>489,100.00</b>	<b>449,800.00</b>	<b>658,500.00</b>
<b>Recreation Expenditure Total</b>	<b>477,363.15</b>	<b>485,930.56</b>	<b>464,049.33</b>	<b>503,400.00</b>	<b>820,020.32</b>	<b>666,200.00</b>
<b>Net Change</b>	<b>29,777.16</b>	<b>1,081.93</b>	<b>-219,166.61</b>	<b>-14,300.00</b>	<b>-370,220.32</b>	<b>-7,700.00</b>
<b>End of Year Fund Balance</b>	<b>128,100.00</b>			<b>113,800.00</b>		<b>106,100.00</b>

## Airport Capital Projects Fund

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
42-30-10 TRANSFERS FROM GENERAL FUND	20,000.00	20,000.00	0	20,000.00	20,000.00	20,000.00
42-33-11 STATE GRANT - AIRPORT FENCING	-1,657.07	0	82,228.77	82,300.00	0	7,500.00
42-33-30 FEDERAL GRANT - AIRPORT FENCE	30,000.00	-1,657.07	45,000.00	45,000.00	0	150,000.00
<b>Revenues Totals</b>	<b>48,342.93</b>	<b>18,342.93</b>	<b>127,228.77</b>	<b>147,300.00</b>	<b>20,000.00</b>	<b>177,500.00</b>
42-75-30 ENGINEERING FEES Master Plan	0	0	7,462.80	7,400.00	0	166,000.00
<b>Expenditure Totals</b>	<b>0</b>	<b>0</b>	<b>7462.8</b>	<b>7400</b>	<b>0</b>	<b>166,000.00</b>
<b>Net Change</b>	<b>48,342.93</b>	<b>18,342.93</b>	<b>119,765.97</b>	<b>139,900.00</b>	<b>20,000.00</b>	<b>11,500.00</b>
<b>End of Year Fund Balance</b>	<b>92,259.00</b>			<b>232,159.00</b>		<b>243,659.00</b>

## Impact Fees

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget	
49-32-12	IMPACT FEES - PUBLIC SAFETY	52,118.64	52,000.00	34,324.08	34,000.00	0	0
49-32-14	IMPACT FEES - TRANSPORTATION	95,244.28	95,000.00	92,222.16	92,000.00	0	0
49-32-16	IMPACT FEES - PARKS & REC	129,843.90	128,000.00	66,794.52	67,000.00	0	0
49-32-17	IMPACT FEES - Sewer	0	39,000.00	36,876.72	37,000.00	0	0
49-32-18	IMPACT FEES - STORM WATER	0	326,000.00	168,790.80	169,000.00	0	0
49-32-40	IMPACT FEE- Water	0	255,000.00	182,639.60	183,000.00	0	0
49-36-10	INTEREST EARNED - IMPACT FEES	2,536.52	1,500.00	12,922.72	13,000.00	0	0
<b>Revenue Totals</b>		<b>279,743.34</b>	<b>896,500.00</b>	<b>594,570.60</b>	<b>595,000.00</b>	<b>0.00</b>	<b>0.00</b>
49-71-10	TRANSFERS TO GENERAL FUND:	145,000.00	145,000.00	0		0	
49-71-13	TRANSFER TO GF - STREETS	213,930.81	241,503.46	0		0	0
<b>Expenditure Totals</b>		<b>358,930.81</b>	<b>386,503.46</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Change</b>		<b>-79,187.47</b>	<b>509,996.54</b>	<b>594,570.60</b>	<b>595,000.00</b>	<b>0.00</b>	<b>0.00</b>

**Public Works - Water / Sewer**

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
51-36-01 GRANT REVENUE	1,901,711.26	0	0		0	1,627,840.00
51-37-10 METERED WATER SALES	1,216,018.79	1,065,671.25	1,247,232.42	1,450,000.00	1,410,000.00	1,500,000.00
51-37-30 Sewer Sales	390,148.64	358,035.53	399,955.74	425,000.00	414,000.00	450,000.00
51-37-41 IMPACT FEES - WATER CONNECTION	264,799.54	7,120,000.00	258,628.97	260,000.00	0	0
51-37-42 TIME & MATERIALS - WATER CONN.	26,058.24	30,000.00	65,079.17	65,000.00	15,000.00	20,000.00
51-37-45 RE-CONNECT FEES	3,480.00	3,500.00	3,030.00	3,000.00	0	0
51-37-52 TIME & MATERIALS - SEWER CONN.	17,029.70	17,029.70	6,252.76	10,000.00	14,000.00	10,000.00
51-37-53 PENALTY & FORFEIT	39,240.54	38,000.00	45,680.40	48,000.00	25,000.00	30,000.00
51-37-90 SUNDRY REVENUE	1,597.44	2,000.00	22.00		0	0
51-39-10 INTEREST EARNED	6,703.34	7,000.00	0		6,000.00	0
51-39-11 INT. EARNED- EQUIP. REPLACE	2,358.58	1,500.00	18,769.11	20,000.00	1,000.00	8,000.00
51-39-17 INT EARNED- 98 REFIN. ACCOUNTS	550.50	400.00	2,804.56	3,500.00	0	0
51-39-20 INT. EARNED- 88 WATER RES DEBT	4,121.21	2,500.00	20,996.13	22,000.00	2,500.00	5,000.00
51-39-60 INT. EARNED- W & S SYSTEM RES.	2,523.44	2,000.00	12,856.08	13,500.00	2,000.00	5,000.00
51-39-67 FUND BAL. TO APP. - IMP. FEES	0	145,000.00	0		0	0
51-39-90 BEG FD BAL TO APPROPRIATE	39,277.12	0	0		0	0
<b>Revenue Totals</b>	<b>3,915,618.34</b>	<b>8,792,636.48</b>	<b>2,081,307.34</b>	<b>2,320,000.00</b>	<b>1,889,500.00</b>	<b>3,655,840.00</b>
51-63-30 TRANSFERS IN	-145,000.00	0	0		0	0
51-80-11 SALARIES	464,538.33	497,525.26	448,766.16	566,180.00	566,180.34	675,000.00
51-80-12 SALARIES (PART TIME)	0	0	0		0	0
51-80-13 EMPLOYEE BENEFITS	173,628.67	281,311.85	270,975.82	323,000.00	323,535.55	425,000.00
51-80-20 MAINTENANCE (COMPUTER CONTRAT)	8,895.00	10,000.00	10,616.50	15,000.00	15,000.00	15,000.00
51-80-21 SUBSCRIPTION & MEMBERSHIPS	2,094.66	2,100.00	1,443.22	1,500.00	1,000.00	2,500.00
51-80-23 TRAVEL & TRAINING	4,253.31	5,000.00	350.00	5,000.00	10,000.00	15,000.00
51-80-24 OFFICE EXPENSE & SUPPLIES	28,128.51	25,000.00	12,992.39	25,000.00	25,000.00	25,000.00
51-80-25 AUTO EXPENSE	16,750.34	20,000.00	0	10,000.00	10,000.00	20,000.00
51-80-27 UTILITIES	4,220.34	5,000.00	3,848.45	5,000.00	2,500.00	5,000.00
51-80-33 ENGINEER SERVICES	8,976.00	10,000.00	26,286.90	35,000.00	15,000.00	20,000.00
51-80-35 PROFESSIONAL & TECHNICAL SVCS	3,688.73	10,000.00	4,856.49	7,500.00	10,000.00	7,500.00
51-80-47 DEPARTMENT SUPPLIES	36,706.02	40,000.00	1,296.70	20,000.00	30,000.00	30,000.00
51-80-50 INSURANCE & SURITY BONDS	40,341.73	30,000.00	16,578.47	20,000.00	35,000.00	35,000.00
51-80-55 DEPRECIATION	294,411.98	280,000.00	0	300,000.00	300,000.00	300,000.00
51-80-57 UTILITY BILLING EXPENSE	13,769.50	13,000.00	11,957.22	150,000.00	12,000.00	15,000.00
<b>Utility Administration</b>	<b>955,403.12</b>	<b>1,228,937.11</b>	<b>809,968.32</b>	<b>1,483,180.00</b>	<b>1,355,215.89</b>	<b>1,590,000.00</b>
51-81-20 MAINTENANCE (WELLS)	1,931.36	15,000.00	65,901.40	110,000.00	110,000.00	65,000.00
51-81-27 UTILITIES	85,699.42	85,000.00	59,729.40	85,000.00	85,000.00	85,000.00
ENGR & PROFESSIONAL FEES	3,303.00	3,100.00	5,489.38		0	50,000.00
51-81-47 DEPARTMENT SUPPLIES	5,353.45	250.00	375.76		0	0
51-81-49 PIPES & PARTS	31,141.30	35,000.00	0		0	0
51-81-65 WELL DEVELOPMENT	2,720.00	3,000.00	0		0	0
51-81-70 CAPITAL OUTLAY	0	0	0		0	0
<b>Power and Pumping</b>	<b>130,148.53</b>	<b>141,350.00</b>	<b>131,495.94</b>	<b>195,000.00</b>	<b>195,000.00</b>	<b>200,000.00</b>
51-82-25 AUTO EXPENSE	22,852.45	30,000.00	24,409.70	40,000.00	40,000.00	40,000.00
51-82-26 EQUIPMENT SUPPLIES & MAINTENAN	171,114.76	210,000.00	88,600.54	135,000.00	135,000.00	150,000.00
51-82-29 RENTS & LEASES (RADIO TRANS.)	55,776.46	55,000.00	796.20	10,000.00	55,000.00	10,000.00
51-82-40 CHEMICALS	0	0	782.00		0	0
51-82-49 PIPE & PARTS	53,421.79	60,000.00	36,610.38	90,000.00	90,000.00	90,000.00
<b>Transmission and Distribution</b>	<b>303,165.46</b>	<b>355,000.00</b>	<b>151,198.82</b>	<b>275,000.00</b>	<b>320,000.00</b>	<b>290,000.00</b>
51-83-13 EMPLOYEE BENEFITS	28.89	35.00	18.40		0	0
51-83-26 EQUIPMENT SUPPLIES & MAINTENAN	21,502.98	22,000.00	7,455.94	40,000.00	40,000.00	40,000.00
51-83-34 CONTRACT SVCS. (SEWER LINE CL)	21,797.76	22,000.00	0		25,000.00	30,000.00
51-83-35 PROFESSIONSL & TECHNICAL SVCS	816	350	22,808.00	25,000.00	0	0
51-83-40 CHEMICALS	779.85	1,000.00	0		0	7,500.00
51-83-65 SUNDRY (SEWER DAMAGE CLAIMS)	2,000.00	2,500.00	0	2,000.00	2,000.00	2,000.00
51-83-70 CAPITAL OUTLAY	0	0	0		0	0
<b>Sewer Plant</b>	<b>46,925.48</b>	<b>47,885.00</b>	<b>30,282.34</b>	<b>67,000.00</b>	<b>67,000.00</b>	<b>79,500.00</b>
51-95-21 BOND INT (88 WTR RES. RL4190)	72,403.88	58,000.00	116,000.00	116,000.00	0	101,500.00
51-95-31 BOND PRIN (88 WTR RES RL4190)	0	45,000.00	0	200,000.00	200,000.00	200,000.00
51-95-40 Payment to WKCWCD	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
51-95-56 WELL DEVELOPMENT (WEST FORK)	0	0	1,645.80		0	0
51-95-68 UNCOLLECTABLE ACCOUNTS	33.8	0	0.97		100.00	0
51-95-72 CAPITAL EXP. - WATER SYSTEM	0	7,100,000.00	7,963.50		0	0
51-95-90 CAPITAL OUTLAY	0	125,000.00	5,050.00	100,000.00	200,000.00	2,000,000.00
<b>Non-Operating Expenditures</b>	<b>122,437.68</b>	<b>7,378,000.00</b>	<b>180,660.27</b>	<b>466,000.00</b>	<b>450,100.00</b>	<b>2,351,500.00</b>
<b>Total Expenditures</b>	<b>1,558,080.27</b>	<b>9,151,172.11</b>	<b>1,303,605.69</b>	<b>2,486,180.00</b>	<b>2,387,315.89</b>	<b>4,511,000.00</b>
<b>Net Change</b>	<b>2,357,538.07</b>	<b>-358,535.63</b>	<b>777,701.65</b>	<b>-166,180.00</b>	<b>-497,815.89</b>	<b>-855,160.00</b>
<b>End of Year Fund Balance</b>						

## Stormwater

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
52-37-10 Storm Water Fees	435,179.31	425,000.00	462,567.26	500,000.00	414,000.00	500,000.00
52-37-25 Sundry Revenue	62,497.03	75,000.00	0	0	0	0
52-37-41 STORM WATER IMPACT FEES	334,778.76	0	0	0	0	0
52-39-10 Intrest Earned	633.19	300	4,441.85	5,000.00	0	0
<b>Revenues</b>	<b>833,088.29</b>	<b>500,300.00</b>	<b>467,009.11</b>	<b>505,000.00</b>	<b>414,000.00</b>	<b>500,000.00</b>
52-80-11 Salaries	0	0	0	0	0	0
52-80-13 Benefits	0	0	0	0	0	0
52-80-23 Travel & Training	0	0	0	5,000.00	5,000.00	5,000.00
52-80-25 Auto Expense	17,894.00	20,000.00	0	0	0	0
52-80-33 Engineer Services	266,518.55	211,000.00	133,729.52	200,000.00	25,000.00	200,000.00
52-80-47 Department Supplies	19,378.39	50,000.00	8,462.94	50,000.00	50,000.00	50,000.00
52-80-50 Insurance & Surity Bonds	0	0	0	20,000.00	20,000.00	20,000.00
52-80-55 Depreciation	82,136.37	0	0	80,000.00	0	80,000.00
52-80-65 Utility Billing Expense	0	0	0	29,000.00	29,000.00	30,000.00
52-80-75 Capital Outlay	-0.57	104,000.00	0	0	75,000.00	115,000.00
<b>Expenditures</b>	<b>385,926.74</b>	<b>385,000.00</b>	<b>142,192.46</b>	<b>384,000.00</b>	<b>204,000.00</b>	<b>500,000.00</b>
<b>Net Change</b>	<b>447,161.55</b>	<b>115,300.00</b>	<b>324,816.65</b>	<b>121,000.00</b>	<b>210,000.00</b>	<b>0.00</b>
<b>End of Year Fund Balance</b>						

## Cemetery Perpetual Care Fund

Account Title	FY 2022 Actual	FY 2022 Budget	FY 2023 Year to Date	FY 2023 Projected	FY 2023 Budget	FY 2024 Budget
70-30-05 CEMETERY PERPETUAL CARE PMTS	102,532.00	102,000.00	8,050.00	8,000.00	8,000.00	8,000.00
70-30-10 INT. EARNED- PERPETUAL CARE	804.96	400	5,217.51	5,500.00	0	0
<b>Revenues</b>	<b>103,336.96</b>	<b>102,400.00</b>	<b>13,267.51</b>	<b>13,500.00</b>	<b>8,000.00</b>	<b>8,000.00</b>
70-40-71 CAPITAL OUTLAY	281,036.00	285,000.00	0	0	0	265,000.00
<b>Expenditures</b>	<b>281,036.00</b>	<b>285,000.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>265,000.00</b>
<b>Net Change</b>	<b>-177,699.04</b>	<b>-182,600.00</b>	<b>13,267.51</b>	<b>13,500.00</b>	<b>8,000.00</b>	<b>-257,000.00</b>
<b>End of Year Fund Balance</b>	<b>244,289.00</b>			<b>257,789.00</b>		<b>789.00</b>



38-1100	CASH ALLOCATION	11,607.15	0	11,607.15	0	0
38-30-10	Other Fund Transfers	0	0	0	0	0
39-1100	CASH ALLOCATION	0	0	0	0	0
39-1120	PTIF-STORM WA	0	0	21,069.21	0	0
39-30-10	General Fund Transfer	0	0	0	0	0
39-30-15	CIB Loan & Grant	0	0	0	0	0
39-36-01	GRANT REVENUE	0	0	0	0	0
39-36-10	INTEREST EARNED	0	0	0	0	0
39-36-50	DEBT PROCEEDS	0	0	0	0	0
39-60-10	200 N Storm Cap. Impi	0	0	0	0	0
39-60-20	Tomâ€™s Canyon Dete	0	0	0	0	0
39-60-30	Engineering fees	0	0	0	0	0
39-60-90	TRANSFERS OUT	0	0	0	0	0
40-30-10	FIRE STATION REMODE	0	0	0	0	0
40-70-25	TRANSFERS TO OTHER	0	0	0	0	0
40-75-30	Airport Terminal Const	0	0	0	0	0
40-75-50	Project Management E	0	0	0	0	0
40-75-70	MISC. EXPENSES	0	0	0	0	0
53-95-33	LOAN PRINCIPAL EXPEI	0	0	0	0	0
53-95-79	CAPTIAL OUTLAY (NATI	0	0	0	0	0

Account Number	Account Title	2021-22 Prior year Actual
	Oct-11 UNEARNED REVENUE-ASSESSED	-610,840.00
	10/31/2010 PROPERTY TAXES	372,903.80
	10/31/2011 PRIOR YEARS PROPERTY TAXES	17,272.39
	10/31/2015 PROPERTY TAX - FEES IN LIEU	40,985.38
	10/31/1930 SALES TAXES	1,410,183.73
	10/31/1931 SALES TAXES (RESORT)	1,195,089.42
	10/31/1932 Municipal Transient Room Tax	287,049.29
	10/31/1933 Municipal Energy Tax	292,240.60
	10/31/1970 MOBILE PHONE SVC. REVENUE TAX	43,717.91
	10/31/1980 FRANCHISE TAXES	1,625.75
10-32-10	BUSINESS LICENSES	44,354.50
10-32-21	BUILDING PERMITS	211,068.26
10-32-22	ENGINEERING REVIEW FEE	0
10-32-25	DOG LICENSES & POUND FEES	3,405.00
10-33-31	STATE - AIRPORT	0
10-33-33	COUNTY GRANT - POLICE OVERTIME	0
10-33-38	COLOR COUNTRY GRANT - TRAILS	0
10-33-39	STATE GRANT - TRAILS CONST.	0
10-33-40	STATE GRANT - UDOT SIDEWALK	0
10-33-41	STATE GRANT-FIRESTATION SDWALK	0
10-33-42	ST GRANT (HERIT COMM & OMS)	13,000.00
10-33-43	STATE GRANT - C.E.R.T.	0
10-33-44	STATE GRANT - FIRE DEPT.	6,423.07
10-33-45	STATE GRANT - UT ARTS COUNCIL	0
10-33-46	STATE GRANT - CDBG MESA HILLS	0
10-33-47	ST GRANT - UT STATE LIBRARY	9,920.00
10-33-48	STATE GRANT - COMM. FORESTRY	0
10-33-49	STATE GRANT - POLICE DEPT	0
10-33-53	FEDERAL GRANT - BLM TRAILS	0
10-33-54	FEDERAL GRANT	0
10-33-55	FEDERAL GRANT - FAA AIRPORT	0
10-33-56	CLASS C" ROAD FUND ALLOTMENT"	324,548.20
10-33-58	STATE LIQUOR FUND	11,562.43
10-33-59	STATE AVIATION FUEL TAX	567.13
10-33-67	STATE LOAN - CIB (TEA 21 PJCT)	0
10-34-09	LIBRARY DONATIONS	0
10-34-11	FIRE DEPARTMENT FEES RECEIVED	160,000.00
10-34-13	ZONING & SUBDIVISION FEES	100,486.00
10-34-14	CEMETERY LOT SALES	11,200.00
10-34-15	CEMETERY OPEN & CLOSE	15,700.00
10-34-16	CEMETERY UPKEEP FEES	0
10-34-17	PAPER SERVICE	0
10-34-30	SPEC. SVC. DIST. BILLING FEES	19,472.40
10-34-41	FIRE INSPECTIONS	6,725.00

10-34-80	PARK FUND	3,500.00
10-35-10	DISTRICT COUR FINES	0
10-35-11	J.P. COURT FINES	12,695.32
10-35-15	LIBRARY FINES & FEES	2,806.76
10-36-10	INTEREST INCOME	13,967.17
10-36-11	INT. EARNED- CLASS C ROAD FUND	0
10-36-20	RENTS & LEASES - BLDGS & GRNDS	19,263.00
10-36-50	AIRPORT FUEL SALES	245,679.76
10-36-52	AIRPORT FEES	300
10-36-53	HERITAGE MUSEUM DONATIONS	200
10-36-54	CREDIT CARD CASH BACK	2,141.13
10-36-55	HERITAGE BATHROOM DONATIONS	0
10-36-70	BANK ACCOUNT TRANSFER ACCT.	-1,000.00
10-36-80	DONATIONS	0
10-36-89	Glazier home Rental	0
10-36-90	SUNDRY REVENUE	25,057.00
10-36-91	ARPA	0
10-36-95	ON-LINE CONVENIENCE FEES	5,058.00
10-38-06	WATER & SEWER FUND LOAN	0
10-38-10	TRANSFERS FROM OTHER FUNDS	213,930.81
10-38-11	TRANSFERS FROM EQUIP. REPLACE	0
10-38-12	TRANSFERS FROM PERPETUAL CARE	0
10-38-70	CONTRIBUTIONS - SWIMMING POOL	0
10-38-72	CONTRIBUTIONS - VARIETY ARTS	9,256.00
10-38-73	CONTRIBUTIONS - JUNIPER ROOM	0
10-38-74	CONTRIBUTIONS - HERITAGE HOUSE	8,688.22
10-38-76	CONTRIBUTIONS - LIBRARY FRIEND	0
10-38-78	CONTRIBUTIONS - ANIMAL POUND	0
10-38-79	CONTRIBUTIONS - PARK	0
10-38-80	FIRE DEPT CONTRIBUTIONS	0
10-38-84	TRANSFER FROM RECREATION FUND	0
10-38-86	TRANSFERS FROM IMPACT FEE FD	0
10-38-90	BEG FD BAL TO APPROP - GEN FD	0
10-38-92	BEG FD BAL TO APPROP - CLASS C	0
10-38-93	BEG FD BAL TO APPROP - EQUIP R	0
10-41-11	SALARIES	55,050.58
10-41-13	EMPLOYEE BENEFITS	43,390.77
10-41-15	SALARY (COUNCILMEMBERS)	36,216.00
10-41-21	SUBSCRIPTION & MEMBERSHIPS	4,705.78
10-41-23	TRAVEL & TRAINING	3,798.89
10-41-24	OFFICE EXPENSE & SUPPLIES	75,913.46
10-41-25	AUTO EXPENSE	590.2
10-41-27	Utilities	4,196.01
10-41-31	ATTORNEY SERVICES - URMMA	-12.71
10-41-32	AUDIT FEES	28,500.00
10-41-33	ENGINEERING FEES	27,357.97
10-41-35	COMPUTER MAINTENANCE CONTRACT	11,165.39

10-41-50	INSURANCE & SURETY BONDS	15,136.73
10-41-54	DONATIONS	0
10-41-55	SPECIAL EVENTS - DONATIONS	0
10-41-59	MANPOWER STUDY	0
10-41-60	ELECTION EXPENSE	11,848.19
10-41-61	COUNCIL EXPENSES	291.72
10-41-64	SUNDRY (CAFETERIA PLAN)	0
10-41-65	SICK LEAVE REIMBURSEMENT FUND	0
10-41-69	EQUIP. REPLACEMNT FUND DEPOSIT	0
10-41-70	CAPITAL OUTLAY	0
10-41-99	Cares Act	46,870.80
10-42-11	SALARIES	0
10-42-13	EMPLOYEE BENEFITS	0
10-42-23	TRAVEL & TRAINING	0
10-42-24	OFFICE EXPENSE & SUPPLIES	0
10-42-27	UTILITIES	0
10-42-29	RENT EXPENSE	0
10-42-35	COMPUTER MAINTENANCE CONTRACT	229.1
10-42-62	WITNESS & JURY FEES	0
10-42-63	PUBLIC DEFENDER FEES	11,000.00
10-42-70	CAPITAL OUTLAY	0
10-42-80	Prisoner Transport	0
10-42-99	JUDICIAL DEPARTMENT	0
10-43-11	SALARIES	64,479.25
10-43-13	EMPLOYEE BENEFITS	29,727.94
10-43-23	TRAVEL & TRAINING	430.84
10-43-24	OFFICE EXPENSE & SUPPLIES	3,509.59
10-43-27	UTILITIES	188.78
10-43-29	RENT EXPENSE	0
10-43-31	ATTORNEY SERVICES	42,500.00
10-43-70	PLANNING EXP. - LAND USE ORD.	0
10-43-99	CITY ATTORNEY DEPARTMENT	596.1
10-44-99	GOVERNMENT BUILDINGS DEPART.	0
10-45-12	SALARIES (ZONING ADMIN.) PART	115,586.22
10-45-13	EMPLOYEE BENEFITS	63,654.78
10-45-14	CONTRACT SERVICES - PLANNER	10,800.00
10-45-23	TRAVEL & TRAINING	2,447.00
10-45-24	OFFICE EXPENSE & SUPPLIES	8,998.35
10-45-33	ENGINEERING FEES	16,178.55
10-45-34	ENGR. FEES - CAP. FACILITIES	0
10-45-63	PLANNING EXP. - BLM BUILDING	0
10-45-64	PLANNING EXP. - GIS PARCELING	0
10-45-65	PLANNING EXP- GIS MAPPING	0
10-45-66	PLANNING EXP. - DANNY MASON	0
10-45-67	PLANNING EXP. - SENSITIVE LAND	0
10-45-68	PLANNING EXP. -SUBDIVISION ORD	0
10-45-69	PLANNING EXP- UPGRADE GEN PLAN	0

10-45-99	PLANNING COMMISSION DEPARTMENT	0
10-46-20	MAINTENANCE (BUILDINGS)	0
10-46-22	KANAB CITY BUILDING AUTHORITY	3,173.43
10-46-25	MULTI-PURPOSE ROOM MAINT	0
10-46-29	RENTS & LEASES (BUILDINGS)	1
10-47-10	Library Grant Expenditure	1,539.14
10-54-11	SALARIES	519,961.70
10-54-13	EMPLOYEE BENEFITS	376,314.46
10-54-14	LIQUOR LAW	0
10-54-15	WAGES - DRUG TASK FORCE OFFICE	0
10-54-16	WAGES (RESERVE OFFICERS)	1,799.60
10-54-17	WAGES (Overtime)	-303
10-54-19	WAGES (CROSSING GUARD)	3,968.07
10-54-21	SUBSCRIPTION & MEMBERSHIPS	6,399.00
10-54-23	TRAVEL & TRAINING	7,168.92
10-54-24	OFFICE EXPENSE & SUPPLIES	10,024.40
10-54-25	AUTO EXPENSE	28,995.95
10-54-27	UTILITIES	5,820.17
10-54-29	RENT EXPENSE (OFFICE)	9,000.00
10-54-35	COMPUTER MAINTENANCE CONTRACT	744.96
10-54-37	JAIL DAYS	0
10-54-45	DEPARTMENT SUPPLIES	24,979.99
10-54-51	INSURANCE (LINE OF DUTY)	0
10-54-52	INSURANCE (OFF DUTY AUTO)	11,219.00
10-54-55	TASK FORCE OFFICE EXPENSES	57,999.96
10-54-65	SUNDRY (JAIL EXPENSES)	0
10-54-66	Animal Control Salary	75.92
10-54-67	ANIMAL CONTROL	3,801.29
10-54-68	ANIMAL CONTROL - MADDIE FUND	0
10-54-69	Animal Control Employee Benfit	0
10-54-70	OPERATING LEASE PAYMENT	0
10-54-74	CAPITAL OUTLAY	22,236.25
10-54-75	CAPITAL OUTLAY (ANIMAL POUND)	0
10-54-76	CAPITAL OUTLAY - COMP. UPDATE	0
10-54-99	Police Department Vehicles	60,000.00
10-58-11	SALARIES	361,406.31
10-58-13	EMPLOYEE BENEFITS	214,611.72
10-58-20	MAINTENANCE (RESCUE TRUCK)	0
10-58-23	TRAVEL & TRAINING	6,596.52
10-58-24	OFFICE EXPENSE & SUPPLIES	7,126.11
10-58-25	AUTO EXPENSE	12,366.20
10-58-26	EQUIP. SUPPLIES & MAINTENANCE	1,314.89
10-58-27	UTILITIES	16,061.62
10-58-38	VOLUNTEER SERVICES	10,120.04
10-58-50	INSURANCE & SURITY BONDS	19,877.00
10-58-64	SUNDRY (FIRE STATION REPAIR)	0
10-58-70	CAPITAL OUTLAY	0

10-58-99	FIRE DEPARTMENT Vehicles	10,000.00
10-59-11	SALARIES	0
10-59-13	EMPLOYEE BENEFITS	0
10-59-23	TRAVEL & TRAINING	12,247.51
10-59-24	OFFICE EXPENSE & SUPPLIES	47,309.64
10-59-25	AUTO EXPENSE	1,483.75
10-59-26	EQUIP. SUPPLIES & MAINTENANCE	833.28
10-59-27	UTILITIES	422.2
10-59-29	RENT EXPENSE	0
10-59-33	PROFESSIONAL FEES - PLAN CHECK	578
10-59-64	SUNDRY (PAYMENTS TO STATE)	204.44
10-59-70	CAPITAL OUTLAY	0
10-59-99	BUILDING INSPECTION DEPT.	0
10-60-11	SALARIES	0
10-60-12	SALARIES (PART TIME)	0
10-60-13	EMPLOYEE BENEFITS	0
10-60-23	TRAVEL & TRAINING	0
10-60-24	OFFICE EXPENSE & SUPPLIES	4,150.00
10-60-25	AUTO EXPENSE	5,391.33
10-60-26	EQUIP. SUPPLIES & MAINTENANCE	36,121.97
10-60-33	ENGINEERING FEES	8,401.50
10-60-41	SAFE SIDEWALK GRANT EXP.	0
10-60-42	CLASS C" ROADS (SIDEWALK REP)"	6,584.82
10-60-44	CLASS C" ROADS (PROJECTS)"	314,285.35
10-60-46	TRANS TO DEBT SVC. - YARD	0
10-60-65	SUNDRY (STREET LIGHT UTILITY)	25,957.75
10-60-70	CAPITAL OUTLAY (EQUIPMENT)	0
10-60-71	CAPITAL OUTLAY (SIDEWALK PJCT)	0
10-60-72	CAPITAL OUTLAY (TRAFFIC LIGHT)	0
10-60-73	CAPITAL OUTLAY (FLOOD CONT)	0
10-60-74	CAPITAL OUTLAY (CHIP SEAL)	0
10-60-75	CAPITAL OUTLAY (TEA 21 PROJECT)	0
10-60-76	CAPITAL OUTLAY	32,943.39
10-60-77	CAPITAL OUTLAY - KANAB CREEK B	0
10-60-95	TRANSFERS TO KCR BRIDGE REPLAC	0
10-60-96	TRANSFER CLASS C TO DEBT SVC	0
10-60-99	HIGHWAYS & STREETS DEPT.	614,269.02
10-61-27	UTILITIES	0
10-62-11	SALARIES	60,965.50
10-62-12	SALARIES (PART TIME)	0
10-62-13	EMPLOYEE BENEFITS	34,212.34
10-62-14	FUEL SALES COMMISSIONS PAID	0
10-62-24	OFFICE EXPENSE & SUPPLIES	4,018.82
10-62-26	EQUIP. SUPPLIES & MAINTENANCE	20,092.89
10-62-27	UTILITIES	12,983.59
10-62-50	INSURANCE & SURITY BOND	11,372.00
10-62-65	SUNDRY (FUEL PURCHASES)	214,580.91

10-62-68	MAINTENANCE (AWOS)	5,700.00
10-62-69	CAPITAL OUTLAY (SEAL COAT PJCT	0
10-62-70	CAPITAL OUTLAY	0
10-62-71	CAPITAL OUTLAY-(AIRPORT LIGHT	0
10-62-99	AIRPORT DEPARTMENT	850
10-64-11	SALARIES	115,511.22
10-64-12	SALARIES (PART TIME)	22,121.19
10-64-13	EMPLOYEE BENEFITS	98,574.26
10-64-14	RECREATION DIRECTOR	0
10-64-25	AUTO EXPENSE	11,221.39
10-64-26	EQUIP. SUPPLIES & MAINTENANCE	59,878.16
10-64-27	UTILITIES	15,601.04
10-64-30	TRASH REMOVAL	5,780.00
10-64-60	(SUNDRY - (REC. MASTER PLAN)	0
10-64-63	SUNDRY (TRAILS)	0
10-64-64	SUNDRY (SUMMER RECREATION)	0
10-64-65	SUNDRY - MAINT. CONT.	0
10-64-66	SUNDRY (4TH JULY EXPENSES)	11,824.30
10-64-67	SUNDRY (FIREWORKS)	0
10-64-70	CAPITAL OUTLAY	0
10-64-73	CAPITAL OUTLAY -J HAMBLIN PARK	0
10-64-74	CAPITAL OUTLAY-HAMBLIN (CITY)	0
10-64-81	YOUTH RECREATION	0
10-64-99	PARKS GENERAL	7,910.96
10-65-11	SALARIES	0
10-65-12	SALARIES (PART TIME)	0
10-65-13	EMPLOYEE BENEFITS	0
10-65-23	TRAVEL & TRAINING	0
10-65-25	AUTO EXPENSE	0
10-65-26	EQUIP. SUPPLIES & MAINTENANCE	39.99
10-65-40	CHEMICALS (CEMETERY)	0
10-65-65	Maint Contract	0
10-65-70	CAPITAL OUTLAY	27,343.50
10-65-80	LOT BUY BACKS	400
10-65-99	CEMETERY GENERAL	0
10-66-11	SALARIES	84,592.88
10-66-12	SALARIES (PART TIME)	11,344.11
10-66-13	EMPLOYEE BENEFITS	46,698.18
10-66-23	TRAVEL & TRAINING	221.18
10-66-24	OFFICE EXPENSE & SUPPLIES	5,964.41
10-66-26	EQUIP. SUPPLIES & MAINTENANCE	10,381.35
10-66-27	UTILITIES	10,442.70
10-66-34	CONTRACT SERVICES	0
10-66-35	COMPUTER MAINTENANCE CONTRACT	2,941.48
10-66-41	MAGAZINES & NEWSPAPERS	1,242.64
10-66-42	BOOKS	15,943.10
10-66-69	STATE LIBRARY GRANT EXPENDITUR	7,165.01

10-66-70	Program Development	3,363.08
10-66-99	LIBRARY DEPARTMENT	0
10-67-12	SALARIES (PART TIME)	35,029.29
10-67-13	EMPLOYEE BENEFITS	3,248.46
10-67-14	LABOR	0
10-67-23	TRAVEL & TRAINING	0
10-67-26	EQUIP. SUPPLIES & MAINTENANCE	12,199.99
10-67-27	UTILITIES	2,543.54
10-67-34	CONTRACT SERVICES	0
10-67-58	HERITAGE MUSEUM EXPENSES	23,618.75
10-67-60	HERITAGE HOUSE EXPENSES	775.86
10-67-63	HERITAGE DEVELOPMENT GRANT EXP	0
10-67-70	CAPITAL OUTLAY MUSEUM	6,862.70
10-67-99	CAPITAL OUTLAY HOUSE	0
10-68-60	MISC-WELCOM SIGN & POWER LINE	0
10-68-61	ARTS BOARD EXPENSES	13,361.60
10-68-65	SUNDRY (TREE COMMITTEE)	0
10-68-66	SUNDRY (BEAUTIFICATION COMM)	0
10-68-67	MESA HILLS CDBG EXPENDITURES	0
10-68-68	SUNDRY (VOLUNTEER CENTER)	0
10-68-69	HOMLAND SECURITY	0
10-68-70	STORY TELLING GUILD	0
10-68-71	STORY TELLERS GUILD GRANTS	0
10-69-23	TRAVEL	0
10-69-24	OFFICE EXPENSE & SUPPLIES	0
10-69-51	Special Events	0
10-69-52	DocUtah	0
10-69-53	Business of Art	0
10-69-54	C.E.B.A.	10,000.00
10-69-60	AMAZING EARTH FEST	0
10-69-64	SUNDRY (WEB PAGE DEVELOPMENT)	2,734.89
10-69-65	SPECIAL EVENTS	0
10-69-66	ECONOMIC DEV. - DIRECTOR	0
10-69-68	ECONOMIC DEV. - Mayor	8,578.87
10-69-99	ECON DEVLOP GENERAL	0
10-70-11	TRANSFER TO CAPITAL PJCTS FUND	406,000.00
10-70-12	TRANSFER TO CAPITAL PJCTS FUND	0
10-70-21	TRANSFER TO DEBT SVC-FIRE TRK	0
10-70-23	TRANSFER TO DEBT SVC-P.W. BLDG	0
10-70-24	TRANSFER TO IMPACT FEE - PAYBK	0
10-70-25	TRANSFER TO CP KCR BRIDGE REP	0
10-70-31	Trans to W/S Fund - Payback	0
10-70-45	TRANS TO DEBT SV-CLASS C TEA21	0
10-70-50	Transfer to Recreation Fund	25,000.00
10-70-51	TRANS TO FUND 42	20,000.00
10-70-92	TRANSFER TO DEBT SVC	102,000.00
10-71-12	TRANSFER TO RECREATION FUND	0



Total Department: 71:		0	0
15-31-13	PROP TAX - G.O. BOND RETIREMNT		0
15-34-50	RENT & LEASE-AIRPORT T HANGERS		0
15-34-51	RENT & LEASE-AIRPORT HANGER		0
15-36-15	INTEREST EARNED - KCR GUARANTY		0
15-36-21	TRAN FROM GF-TEA21 LOAN PMT		0
15-36-30	TRANSFER FROM G.F - FIRE TRUCK		0
15-36-33	TRANSFER FROM REC - SWIM POOL	80,000.00	
15-36-34	TRANSFER FROM IMP. FEES - REC		0
15-36-35	TRANS FROM G.F. - P.U. BLDG.	102,000.00	
15-36-36	TRANS. FROM W&S - P.U. BLDG.		0
15-36-71	Trans. CP - Kanab Creek Bridge		0
15-36-90	DEBT PROCEEDS		0
15-71-82	LEASE PURCHASE - POLICE CARS		0
15-73-79	PAYING AGENT FEES		0
15-73-80	CIB LOAN - DWNTOWN PJCT	8,805.00	
15-73-81	SWIMMING POOL BOND - INT.	26,645.34	
15-73-87	FIRE TRUCK LEASE PURCHASE-INT.		0
15-73-88	FIRE STATION BOND PMT. - INT.		0
15-73-89	PUBLIC WORKS BLDG. LOAN		0
15-73-91	STORM WATER/CIB 2013 - INT		900
15-73-92	2020 SALES TAX REF BONDS INT		0
15-74-70	CIB - Kanab Creek Bridge		0
15-74-80	CIB LOAN - DWNTOWN PJCT	20,000.00	
15-74-81	SWIMMING POOL BOND - PRIN	91,000.00	
15-74-87	FIRE TRUCK LEASE PURCHASE-PRIN		0
15-74-88	FIRE STATION BOND PMT. - PRIN.		0
15-74-89	PUBLIC WORKS BLDG. LOAN		0
15-74-91	STORM WATER/CIB 2013 - PRIN	18,000.00	
15-74-92	2020 SALES TAX REF BONDS PRINC		0
15-74-99	BOND ISSUANCE COSTS		0
CAPITAL PROJECT EXPENDITURES			
15-75-90	TRANSFER TO YEAR END FUND BAL.		0
37-30-10	Wildland Revenue	51,228.18	
37-36-10	Intrest Earned	662.55	
37-36-90	Debt Proceeds		0
37-60-10	Equipment, Supplies & Maint	7,541.23	
37-60-11	Salaries	28,845.48	
37-60-13	Employee Benefits	4,377.33	
37-60-20	Wildland Fire Expense	19,455.04	
37-60-90	Capital Outlay		0
37-60-95	Capital Outlay		0
37-73-80	PRICIPAL PAYMENTS - FIRE TRUCK	35,250.58	
37-73-81	INTEREST PAYMENTS - FIRE TRUCK	9,945.87	
38-1100	CASH ALLOCATION	11,607.15	
38-30-10	Other Fund Transfers		0
39-1100	CASH ALLOCATION		0

39-1120	PTIF-STORM WA	0
39-30-10	General Fund Transfer	0
39-30-15	CIB Loan & Grant	0
39-36-01	GRANT REVENUE	0
39-36-10	INTEREST EARNED	0
39-36-50	DEBT PROCEEDS	0
39-60-10	200 N Storm Cap. Improv.	0
39-60-20	Tomâ€™s Canyon Detention exp	0
39-60-30	Engineering fees	0
39-60-90	TRANSFERS OUT	0
40-30-10	FIRE STATION REMODEL	0
40-70-25	TRANSFERS TO OTHER FUNDS	0
40-75-30	Airport Terminal Construction	0
40-75-50	Project Management Expense	0
40-75-70	MISC. EXPENSES	0
41-30-11	TRANSFERS FROM GENERAL FUND	-15,641.76
41-30-20	KANE COUNTY GRANT - TRAV CNL	0
41-30-30	RAP Tax	126,142.19
41-30-36	BASKEBALL	7,470.00
41-30-37	CANYONEERING	-90
41-30-41	Baseball Fees	37,564.30
41-30-42	Softball Fees	22,879.20
41-30-43	CHEER	280
41-30-44	CO-ED ADULT SOFTBALL	0
41-30-45	10-K REG FEES/DONATIONS	3,017.13
41-30-46	CROSS COUNTRY	516.62
41-30-50	Soccer	3,336.88
41-30-55	Volleyball	1,740.40
41-30-56	YOGA	0
41-30-57	MISC EQUIPMENT REVENUE	0
41-30-60	Tennis Fees	7,028.00
41-30-62	YOUTH WRESTLING	2,167.00
41-30-63	CONCESSIONS - HOT FOOD	616.5
41-30-64	Outdoor Rec	0
41-30-65	CONCESSIONS	3,389.03
41-30-70	PROPERTY TAX - RECREATION	215,000.00
41-30-71	MISC RECREATION REV	0
41-34-01	Pool Lessons	3,850.00
41-34-02	Pool Concessions	9,145.72
41-34-05	Pool Admissions	40,134.25
41-34-06	Pool Rentals	3,310.50
41-34-07	SWIM TEAM FEES	9,955.00
41-36-05	INTEREST EARNED	0
41-36-10	INTEREST EARNED - REC. TAX	329.35
41-36-11	INTEREST EARNED - SKATE PARK	0
41-36-13	INTEREST EARNED-SWIM POOL LOAN	0
41-36-15	INTEREST EARNED -CIB POOL LOAN	0

41-36-16	INT EARNED (10-K)	0
41-36-17	INT EARNED JHM	0
41-36-20	DONATIONS	0
41-36-21	DONATIONS - STONE BENCHES	0
41-36-30	Skate Park Donations	0
41-37-70	PROP TAX	0
CONTRIBUTIONA & TRANSFERS		
41-38-90	TRANSFERS FROM GENERAL FUND	25,000.00
41-38-91	TRANSFER FROM CLASS C ROADS	0
41-38-95	TRANSFERS FROM YEAR END BALANC	0
41-38-97	FUND BALANCE TO APPROPRIATE	0
41-41-11	SALARIES	88,021.54
41-41-12	SALARIES (PART TIME)	0
41-41-13	EMPLOYEE BENEFITS	70,675.29
41-41-23	TRAVEL & TRAINING	387.71
41-41-24	OFFICE EXPENSE & SUPPLIES	4,445.83
41-41-25	AUTO EXPENSE	0
41-41-26	EQUIP. SUPPLIES & MAINTENANCE	3,870.21
41-41-27	UTILITIES	0
41-41-46	CROSS COUNTRY EXPENSE	0
41-41-50	INSURENACE & BONDS	0
41-41-51	VOLLEYBALL EXPENSE	0
41-41-52	YOGA EXPENSE	0
41-41-53	Cheerleading	96.49
41-41-54	RECREATION CENTER EXPENSES	0
41-41-55	Basketball Expense	5,522.89
41-41-56	Baseball Expense	22,030.84
41-41-57	Soccer Expense	1,879.58
41-41-58	Tennis Expense	4,316.63
41-41-59	Football Expense	14,388.20
41-41-60	Heatstriker Baseball	6,984.22
41-41-61	Heatstroker Softball	950.7
41-41-62	YOUTH WRESTLING	2,205.00
41-41-63	POOL OPERATIONS	4,081.18
41-41-64	Outdoor Rec	0
41-41-65	MISC EQUIPMENT EXPENSE	0
41-41-70	CAPITAL OUTLAY	4,869.00
41-47-30	10-K EXPENSES	4,943.11
41-50-11	Salaries	4,307.08
41-50-12	Lifeguards	32,332.13
41-50-13	Employee Costs	4,955.09
41-50-23	Travel/Training	269.5
41-50-26	Equipment/Supplies/Maint	30,472.47
41-50-27	Utilities	24,958.54
41-50-28	SWIM TEAM EXPENSES	5,308.31
41-50-30	Chemicals	26,357.69
41-50-40	Concessions	6,376.81

41-50-50	Insurance		4,546.28
	Total Swimming Pool:	139,883.90	137,300.00
41-60-11	Salaries		0
41-60-12	Part-time Salaries		0
41-60-13	Employee Benefits		0
41-60-23	Travel/Training		0
41-60-25	Auto		0
41-60-26	Equip/Supplies/Maint		12.89
41-60-27	Utilities		0
41-60-30	Trash Pick Up		0
41-60-65	Maint Contract		0
41-60-66	Landscape Maint. Cont.		0
41-60-67	Fireworks		0
41-75-07	LEGAL SERVICES		0
41-75-08	ARCHITECTURAL SERVICES		0
41-75-09	ENGINEERING SERVICES		17,797.94
41-75-10	CONTINGENCIES		0
41-75-11	MISC. SERVICES		0
41-75-20	CONSTRUCTION - SWIMMING POOL		0
41-75-21	CONSTRUCTION - LITTLE LEAGUE		0
41-75-22	CONSTRUCTION - PLAYGROUNDS		0
41-75-23	CONSTRUCTION - OLD MID SCHOOL		0
41-75-24	CONSTRUCTION - GOLF COURSE		0
41-75-25	CONSTRUCTION - SOFTBALL FIELDS		0
41-75-26	CONSTRUCTION - SKATE PARK		0
41-75-27	CONSTRUCTION - PARKS		0
41-75-28	CONSTRUCTION - REC CENTER		0
41-75-29	CONSTRUCTION - EAGLE PJCTS.		0
41-75-50	TRANSFER TO YR. END FUND BAL.		0
41-75-51	TRANSFER TO GENERAL FUND		0
41-75-90	TRANS TO SKATE PARK		0
41-75-95	TRANSFERS TO DEBT SERVICE FUND		80,000.00
41-75-99	TOTAL EXPENSES		0
41-80-35	Professional Fees		0
42-30-10	TRANSFERS FROM GENERAL FUND		20,000.00
42-30-35	MISCELLANEOUS		0
42-30-40	DONATIONS		0
42-33-11	STATE GRANT - AIRPORT FENCING		-1,657.07
42-33-30	FEDERAL GRANT - AIRPORT FENCE		30,000.00
42-33-40	MISCELLANEOUS GRANTS		0
42-36-10	INTEREST EARNED		0
42-38-65	TRANSFERS FROM GENERAL FUND		0
42-75-30	ENGINEERING FEES Master Plan		0
42-75-70	ADMINISTRATION		0
42-75-71	ARCHITECTURAL FEES		0
42-75-72	AIRPORT CONSTRUCTION EXP.		0
42-75-73	LEGAL FEES		0

42-75-79	CONSTRUCTIION - A.W.O.S.	0
42-75-80	CONSTRUCTION - RUNWAY REHAB	0
42-75-90	LAND PURCHASES	0
42-75-99	TOTAL TRANSFERS AND EXPENSES	0
43-38-90	FUND BALANCE TO APPROPRIATE	0
43-75-10	Recreation Capital Expense	0
44-30-71	Transfer from General Fund	0
44-30-72	Kane County Contribution	0
44-30-73	INTEREST INCOME	0
44-30-77	Heritage Council	0
44-30-78	Grants	0
44-30-79	Donations	0
44-38-80	TRANSFER FROM GENERAL FUND	0
44-75-71	ARCHITECTS FEES	0
44-75-72	LEGEL FEES	0
44-75-73	CONSTRUCTION EXPENSES - BLDG.	0
44-75-74	CONSTRUCTION EXPENSES - ROADS	0
44-75-75	PROFESSIONAL FEES	0
44-75-77	EQUIPMENT	0
44-75-79	MISC. EXPENSES	0
44-75-90	TRANSFER TO YEAR END FUND BAL.	0
45-30-10	Property Tax	14,500.00
45-30-72	TRANS FROM GEN FUND	406,000.00
45-30-74	DONATIONS - MISCELLANEOUS	0
45-30-75	LIB-NEW BLDG. FURNISHINGS	0
45-30-76	LIB-NEW BLDG. FURNISHINGS	0
45-30-79	RECIPTS - SALE OF OLD FIRE ST.	0
45-33-10	GRANT - C.D.B.G.	0
45-33-40	GRANTS - STATE LIBRARY	0
45-33-41	GRANTS - STATE OF UTAH	0
45-33-42	GRANT - R.C.&D.	0
45-35-80	MISC. REVENUE	0
45-36-10	INTEREST EARNED	3,587.59
45-36-70	BOND RECEIPTS	0
45-36-75	TRANSFER G.F. - 1% SALES TAX	0
45-36-90	GRANTS - COLOR COUNTRY R.C.&D.	0
45-75-31	New City Office	800
45-75-35	IFFP Plan	0
45-75-49	Police Department	192,703.28
45-75-70	Fire Capital	52,473.07
45-75-71	Ranchos Park	93,671.61
45-75-72	ENGINEERING EXPENSES	0
45-75-73	Airport	100,999.06
45-75-75	Heritage House	28,175.91
45-75-77	R.C.&D. EQUIP. & SUPPLIES	0
45-75-78	LIBRARY	139,338.38
45-75-79	Skate Park	0

45-75-85	IFFP Plan	0
46-30-10	Property Tax	14,500.00
46-36-10	INTEREST EARNED	0
46-38-80	TRANSFER FROM GENERAL FUND	0
46-75-70	MISC. EXPENSES	0
46-75-71	ENGINEERING & ARCHITECT FEES	0
46-75-80	Transfer to Debt Service	0
46-75-85	Transfer to General Fund	0
46-75-90	TRANSFER TO YEAR END FUND BAL.	0
46-75-99	BRIDGE REPLACEMENT GENERAL	0
47-33-50	GARDNER FOUNDATION	0
47-36-10	INTEREST EARNED	0
47-38-80	TRANS FROM GEN FUND	0
47-75-75	CONSTRUCTION EXPENSES	0
49-32-12	IMPACT FEES - PUBLIC SAFETY	52,118.64
49-32-14	IMPACT FEES - TRANSPORTATION	95,244.28
49-32-16	IMPACT FEES - PARKS & REC	129,843.90
49-32-17	IMPACT FEES - Sewer	0
49-32-18	IMPACT FEES - STORM WATER	0
49-32-40	IMPACT FEE- Water	0
49-36-10	INTEREST EARNED - IMPACT FEES	2,536.52
49-38-80	TRANSFER FROM GF - REPAY	0
49-38-90	FUND BALANCE TO APPROPRIATE	0
49-71-10	TRANSFERS TO GENERAL FUND:	145,000.00
49-71-11	TRANSFER TO GF - PUBLIC SAFETY	0
49-71-12	TRANSFER TO RECREATION FUND	0
49-71-13	TRANSFER TO GF - STREETS	213,930.81
49-71-14	TRANSFER TO G.F. - STORM WATER	0
49-75-70	CAPITAL EXP. (CAP. FAC. REPT)	0
49-75-71	Public Safety Capital Expend	0
49-75-72	TRANSFER DEBT SVC FD - FIRE DP	0
49-75-73	TRANS TO G.F.(FLOOD CONTROL)	0
49-75-74	TRANSFER DEBT SVC FD - STREETS	0
49-75-76	TRANSFER DEBT SVC FD - PARKS	0
49-75-80	Transfer to CIPF	0
49-75-90	TRANSFERS TO YEAR END FUND BAL	0
51-36-01	GRANT REVENUE	1,901,711.26
51-37-10	METERED WATER SALES	1,216,018.79
51-37-30	Sewer Sales	390,148.64
51-37-41	IMPACT FEES - WATER CONNECTION	264,799.54
51-37-42	TIME & MATERIALS - WATER CONN.	26,058.24
51-37-45	RE-CONNECT FEES	3,480.00
51-37-50	CONNECTION FEES - SEWER	0
51-37-52	TIME & MATERIALS - SEWER CONN.	17,029.70
51-37-53	PENALTY & FORFEIT	39,240.54
51-37-80	SALE OF MATERIALS & SUPPLIES	0
51-37-90	SUNDRY REVENUE	1,597.44

51-37-95	ON LINE CONVENIENCE FEES	0
51-39-10	INTEREST EARNED	6,703.34
51-39-11	INT. EARNED- EQUIP. REPLACE	2,358.58
51-39-17	INT EARNED- 98 REFIN. ACCOUNTS	550.5
51-39-19	INT. EARNED- 88 WTR RES. R&R	0
51-39-20	INT. EARNED- 88 WATER RES DEBT	4,121.21
51-39-35	TRANS FROM G.F. - P.U. BLDG.	0
51-39-50	INT. EARNED- 88 WTR RESRS RES.	0
51-39-60	INT. EARNED- W & S SYSTEM RES.	2,523.44
51-39-61	INT. EARNED - PTIF ESCROW ACT	0
51-39-62	CAPITAL CONTRIBUTION	0
51-39-67	FUND BAL. TO APP. - IMP. FEES	0
51-39-69	WATER CONS. DIST. (REIMBURSE)	0
51-39-70	SUNDRY NON-OPERATING REVENUE	0
51-39-73	STATE GRANT - UDOT WATER LINE	0
51-39-75	STATE GRANT - CIB (MESA HILLS)	0
51-39-76	STATE GRANT - RDFG MESA HILLS	0
51-39-78	FED. GRANT - H.L. SECURITY	0
51-39-80	LEASE PURCHASE - PW MAINT BLDG	0
51-39-90	BEG FD BAL TO APPROPRIATE	39,277.12
51-63-30	TRANSFERS IN	-145,000.00
51-80-11	SALARIES	464,538.33
51-80-12	SALARIES (PART TIME)	0
51-80-13	EMPLOYEE BENEFITS	173,628.67
51-80-15	SALARY ( MAYOR & COUNCILMEM)	0
51-80-20	MAINTENANCE (COMPUTER CONTRAT)	8,895.00
51-80-21	SUBSCRIPTION & MEMBERSHIPS	2,094.66
51-80-23	TRAVEL & TRAINING	4,253.31
51-80-24	OFFICE EXPENSE & SUPPLIES	28,128.51
51-80-25	AUTO EXPENSE	16,750.34
51-80-27	UTILITIES	4,220.34
51-80-29	RENTS & LEASES	0
51-80-33	ENGINEER SERVICES	8,976.00
51-80-35	PROFESSIONAL & TECHNICAL SVCS	3,688.73
51-80-47	DEPARTMENT SUPPLIES	36,706.02
51-80-50	INSURANCE & SURITY BONDS	40,341.73
51-80-55	DEPRECIATION	294,411.98
51-80-57	UTILITY BILLING EXPENSE	13,769.50
51-80-65	SICK LEAVE REIMBURSEMENT FUND	0
51-80-70	CAPITAL OUTLAY	0
51-81-20	MAINTENANCE (WELLS)	1,931.36
51-81-24	OFFICE EXPENSE & SUPPLIES	0
51-81-27	UTILITIES	85,699.42
51-81-33	ENGR & PROFESSIONAL FEES	3,303.00
51-81-47	DEPARTMENT SUPPLIES	5,353.45
51-81-49	PIPES & PARTS	31,141.30
51-81-65	WELL DEVELOPMENT	2,720.00

51-81-70	CAPITOL OUTLAY	0
51-82-25	AUTO EXPENSE	22,852.45
51-82-26	EQUIPMENT SUPPLIES & MAINTENAN	171,114.76
51-82-29	RENTS & LEASES (RADIO TRANS.)	55,776.46
51-82-40	CHEMICALS	0
51-82-49	PIPE & PARTS	53,421.79
51-82-70	CAPITAL OUTLAY	0
51-82-71	CAPITAL OUTLAY - MESA HILLS	0
51-82-72	New BLM Improvements	0
51-83-11	SALARIES	0
51-83-12	SALARIES (PART TIME)	0
51-83-13	EMPLOYEE BENEFITS	28.89
51-83-26	EQUIPMENT SUPPLIES & MAINTENAN	21,502.98
51-83-34	CONTRACT SVCS. (SEWER LINE CL)	21,797.76
51-83-35	PROFESSIONSL & TECHNICAL SVCS	816
51-83-40	CHEMICALS	779.85
51-83-65	SUNDRY (SEWER DAMAGE CLAIMS)	2,000.00
51-83-70	CAPITAL OUTLAY	0
51-95-21	BOND INT (88 WTR RES. RL4190)	72,403.88
51-95-22	BOND INT (92 WTR RES RL4500)	0
51-95-23	BOND INT (97 WTR RES RL5180)	0
51-95-24	BOND INT (98 WTR TAXABL ZION)	0
51-95-25	INTEREST EXP. PW. BLDG.	0
51-95-31	BOND PRIN (88 WTR RES RL4190)	0
51-95-32	BOND PRIN (92 WTR RES RL4500)	0
51-95-33	BOND PRIN (98 WTR RESRL5180)	0
51-95-34	BOND PRIN (98 WTR TAXABL ZION)	0
51-95-40	Payment to WKCWCD	50,000.00
51-95-51	BOND ESCROW EXPENSES	0
51-95-55	WATER CONS DIST WATER LINE PMT	0
51-95-56	WELL DEVELOPMENT (WEST FORK)	0
51-95-58	KCR WATER TANK PJCT. 98-ENGR.	0
51-95-60	TRANSFERS TO DEBT SVC. FUND	0
51-95-63	TRANS. GEN. FD - ALLOWABLE IF	0
51-95-64	TRANSFERS TO GENERAL FUND	0
51-95-66	TRANSFERS TO W&S IMP. FEE RES.	0
51-95-67	TRANSFER TO FUND BALANCE	0
51-95-68	UNCOLLECTABLE ACCOUNTS	33.8
51-95-69	MISC. NON-OPERATING EXP.	0
51-95-71	CAPITAL OUTLAY - UDOT WTR LINE	0
51-95-72	CAPITAL EXP. - WATER SYSTEM	0
51-95-74	CAPITAL EXP. - SEWER SYSTEM	0
51-95-75	CAPITAL EXP. - NEW YARD CONST.	0
51-95-86	CAPITAL OUTLAY - EQUIPMENT	0
51-95-88	IFFP PLAN	0
51-95-90	CAPITAL OUTLAY	0
52-36-33	TRANSFER FROM IMPACT FEES	0



52-36-34	TRANSFERS IN	0
52-37-10	Storm Water Fees	435,179.31
52-37-15	Time and Materials	0
52-37-20	Sale of Materials and Supplies	0
52-37-25	Sundry Revenue	62,497.03
52-37-41	STORM WATER IMPACT FEES	334,778.76
52-39-10	Intrest Earned	633.19
52-80-11	Salaries	0
52-80-13	Benefits	0
52-80-23	Travel & Training	0
52-80-24	Office Expense & Supplies	0
52-80-25	Auto Expense	17,894.00
52-80-33	Engineer Services	266,518.55
52-80-47	Department Supplies	19,378.39
52-80-50	Insurance & Surity Bonds	0
52-80-55	Depreciation	82,136.37
52-80-65	Utility Billing Expense	0
52-80-75	Capital Outlay	-0.57
53-95-33	LOAN PRINCIPAL EXPENSE - UAMPS	0
53-95-79	CAPTIAL OUTLAY (NATURAL GAS)	0
70-30-05	CEMETERY PERPETUAL CARE PMTS	102,532.00
70-30-10	INT. EARNED- PERPETUAL CARE	804.96
70-32-10	TRANSFER FROM GENERAL FUND	0
70-32-90	FUND BALANCE TO APPROPRIATE	0
70-40-10	PERPETUAL CARE EXPENSES	0
70-40-42	BAD DEBT EXPENSE	0
70-40-50	TRANSFERS TO GF (CEM CAP PJCT)	0
70-40-70	TRANSFER TO OTHER FUNDS	0
70-40-71	CAPITAL OUTLAY	281,036.00
70-40-90	FUND BALANCE TO APPROPRIATE	0
70-40-99	TOTAL PERPEUTAL CARE EXPENSES	0
70-95-67	TRANSFER TO FUND BALANCE	0
95-2550	STORM DRAIN CIB LOAN	18,000.00

2021-22	2022-23	2022-23	2023-24
Prior year	Current year	Current year	Future year
Budget	Actual	Budget	Budget
0	-577,825.00	0	0
360,000.00	641,167.64	345,000.00	380,000.00
20,000.00	26,224.67	20,000.00	20,000.00
34,000.00	39,650.38	35,000.00	35,000.00
1,350,000.00	1,126,552.13	1,375,000.00	1,425,000.00
1,180,000.00	926,219.67	1,150,000.00	1,250,000.00
275,000.00	198,782.22	270,000.00	270,000.00
290,000.00	234,773.97	280,000.00	300,000.00
55,000.00	31,502.67	45,000.00	40,000.00
2,000.00	1,116.82	2,000.00	1,500.00
44,000.00	36,087.91	43,000.00	45,000.00
190,000.00	310,459.88	200,000.00	200,000.00
0	2,150.00	0	0
3,300.00	3,300.00	3,300.00	3,300.00
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	82,487.07	0	0
0	0	0	0
13,000.00	1,000.00	0	0
0	0	0	0
6,500.00	0	0	0
0	22,000.00	0	0
0	0	0	0
10,000.00	14,725.44	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
325,000.00	279,492.99	300,000.00	325,000.00
11,000.00	13,217.33	0	12,000.00
1,500.00	367.21	1,500.00	500
0	0	0	0
0	1,210.00	0	0
160,000.00	180,000.00	225,000.00	450,000.00
105,000.00	40,920.38	35,000.00	40,000.00
13,000.00	6,400.00	8,400.00	8,000.00
15,000.00	5,900.00	12,500.00	8,000.00
0	0	0	0
0	0	0	0
18,000.00	12,756.00	17,300.00	18,000.00
6,700.00	7,075.00	4,100.00	5,000.00

1,000.00	13,667.50	1,000.00	1,000.00
0	0	0	0
0	28,163.45	0	0
2,900.00	3,936.26	1,000.00	1,000.00
6,000.00	97,475.18	4,000.00	15,000.00
0	0	0	0
19,000.00	16,844.48	15,000.00	20,000.00
175,000.00	98,094.61	175,000.00	175,000.00
0	0	0	0
0	520	0	0
2,500.00	2,084.80	0	0
0	0	0	0
0	27,252.00	0	0
0	0	0	0
0	0	0	0
25,000.00	39,447.75	15,000.00	15,000.00
291,000.00	291,793.50	0	0
5,000.00	4,245.00	4,200.00	4,500.00
0	0	0	0
241,503.46	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
10,000.00	3,325.00	0	0
0	0	0	0
8,000.00	4,661.00	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
60,000.00	106,370.86	96,604.22	150,000.00
49,701.94	68,997.19	57,834.20	90,000.00
40,000.00	28,267.80	36,500.00	36,500.00
5,000.00	839.63	1,000.00	2,500.00
5,000.00	4,088.23	6,000.00	6,000.00
71,000.00	40,298.29	60,000.00	60,000.00
800	2,421.01	500	2,500.00
6,000.00	5,940.16	6,000.00	6,000.00
100	-102.23	15,000.00	15,000.00
29,000.00	32,000.00	29,000.00	35,000.00
35,000.00	0	10,000.00	10,000.00
12,000.00	12,718.50	14,000.00	14,000.00



0	0	0	0
1,500.00	800.78	10,000.00	10,000.00
3,250.00	2,040.53	2,850.00	3,000.00
0	0	0	0
1	1	0	0
2,500.00	0	0	0
575,000.00	459,595.99	563,013.10	625,000.00
425,000.00	316,411.61	405,803.38	440,000.00
0	0	0	0
0	0	0	0
5,000.00	1,609.30	5,000.00	3,500.00
0	0	0	0
4,000.00	3,367.50	4,000.00	4,000.00
1,500.00	310	2,000.00	2,000.00
7,500.00	5,358.17	10,000.00	10,000.00
15,000.00	18,878.12	20,000.00	22,000.00
30,000.00	25,920.88	22,000.00	25,000.00
6,500.00	3,776.46	5,500.00	10,000.00
9,000.00	7,500.00	9,000.00	0
5,500.00	620.8	6,000.00	6,000.00
0	40.01	0	0
28,000.00	13,853.48	22,000.00	24,000.00
0	0	0	0
8,000.00	5,388.68	12,000.00	12,000.00
58,000.00	43,499.97	58,000.00	58,000.00
0	0	0	0
80	0	0	0
4,000.00	7,854.11	6,000.00	6,000.00
0	0	0	0
0	0	0	0
0	0	0	0
20,000.00	13,100.00	10,000.00	0
0	0	0	0
0	0	0	0
60,000.00	0	0	60,000.00
380,000.00	445,024.75	471,042.00	635,000.00
231,033.36	269,416.52	319,253.91	390,000.00
0	1,046.15	0	0
5,500.00	4,166.31	7,000.00	7,000.00
7,500.00	10,477.85	7,000.00	7,000.00
13,000.00	11,159.28	12,000.00	21,000.00
33,000.00	61,251.59	32,000.00	48,200.00
18,000.00	11,489.17	13,500.00	13,500.00
10,000.00	10,194.64	10,000.00	10,000.00
16,000.00	3,434.18	15,500.00	15,500.00
0	0	0	0
1,000.00	0	0	0

10,000.00	0	0	10,000.00
1,000.00	17,777.54	44,813.34	50,000.00
1,000.00	9,768.88	22,469.16	39,000.00
10,000.00	7,760.94	10,000.00	10,000.00
85,000.00	3,028.87	40,000.00	5,000.00
4,000.00	1,032.59	5,000.00	5,000.00
3,000.00	775	3,000.00	3,000.00
500	0	0	0
0	0	0	0
1,000.00	5,606.75	0	12,000.00
210	1,979.97	0	5,000.00
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	2,000.00	5,000.00
4,500.00	5,694.03	4,500.00	6,000.00
6,000.00	4,443.87	5,000.00	6,000.00
27,000.00	12,721.15	25,000.00	25,000.00
8,000.00	1,266.25	8,000.00	8,000.00
0	0	0	0
7,500.00	0	10,000.00	10,000.00
320,000.00	306,027.50	300,000.00	320,000.00
0	0	0	0
28,000.00	18,562.99	22,000.00	25,000.00
0	0	0	0
1,000.00	0	0	5,000.00
0	0	0	0
0	0	0	0
1,000.00	0	50,000.00	50,000.00
0	0	0	0
1,000.00	184,992.25	100,000.00	100,000.00
0	0	0	0
0	0	0	0
0	0	0	0
430,000.00	307,908.16	0	0
0	0	0	0
66,000.00	52,154.77	63,893.18	70,000.00
0	0	0	0
36,000.00	30,737.37	28,449.88	39,000.00
0	0	5,000.00	5,000.00
5,000.00	1,410.61	5,500.00	5,500.00
20,000.00	17,889.46	21,000.00	25,000.00
13,000.00	9,134.80	10,000.00	10,000.00
10,000.00	8,293.55	10,000.00	10,000.00
225,000.00	96,463.70	125,000.00	225,000.00

7,500.00	7,200.00	7,500.00	7,500.00
0	0	0	0
0	0	0	0
0	0	0	0
1,250.00	0	0	0
125,142.16	106,920.59	138,563.88	152,000.00
30,000.00	13,321.94	30,000.00	30,000.00
102,656.50	89,904.43	110,323.19	115,000.00
0	0	0	0
12,500.00	10,167.52	12,000.00	12,500.00
60,000.00	38,672.22	55,000.00	65,000.00
16,000.00	7,981.36	16,000.00	16,000.00
6,000.00	3,620.00	5,000.00	6,000.00
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
15,000.00	3,053.88	15,000.00	15,000.00
0	0	0	0
0	0	10,000.00	10,000.00
0	0	0	0
0	0	0	0
0	0	0	0
8,000.00	3,092.39	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	3,000.00
0	0	0	0
40	0	0	0
0	0	0	0
0	0	0	0
27,500.00	384.75	0	0
1,000.00	0	0	0
0	0	0	0
90,000.00	55,067.78	74,130.68	50,000.00
15,000.00	10,200.17	29,367.00	50,000.00
50,000.00	20,255.66	54,234.96	35,000.00
1,000.00	0	1,000.00	1,000.00
6,500.00	5,977.79	6,000.00	6,000.00
13,000.00	6,548.51	13,000.00	13,000.00
11,000.00	9,095.87	11,000.00	12,000.00
0	0	0	0
3,000.00	397	3,000.00	4,000.00
1,500.00	1,441.45	1,500.00	1,500.00
18,000.00	3,319.83	16,000.00	17,000.00
4,000.00	9,225.55	0	10,000.00

3,000.00	465.79	3,000.00	3,000.00
0	0	0	0
47,060.00	45,081.50	47,060.00	60,000.00
4,800.00	4,352.97	4,800.00	6,000.00
0	0	0	0
0	949.93	1,400.00	1,800.00
13,000.00	5,646.26	14,000.00	15,000.00
3,000.00	8,148.56	3,500.00	11,000.00
0	0	0	0
25,000.00	-11,245.64	3,500.00	0
1,000.00	41.96	0	0
0	0	0	0
7,500.00	28,605.79	3,000.00	3,000.00
1,000.00	1,187.08	3,000.00	3,000.00
0	0	0	0
15,000.00	7,453.09	8,000.00	8,000.00
0	0	0	0
1,000.00	10,827.36	5,000.00	5,000.00
0	0	0	0
1,000.00	0	15,000.00	15,000.00
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
1,000.00	1,119.51	20,000.00	20,000.00
0	0	0	0
0	0	0	0
10,000.00	0	10,000.00	10,000.00
0	0	0	0
10,000.00	0	0	0
0	0	0	0
0	0	0	0
10,000.00	100	10,000.00	10,000.00
0	0	0	0
406,000.00	0	50,000.00	50,000.00
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
25,000.00	0	0	0
20,000.00	0	20,000.00	20,000.00
102,000.00	0	60,000.00	160,000.00
0	0	0	0



0	0	0	
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
80,000.00	0	80,000.00	80,000.00
0	0	0	0
102,000.00	0	60,000.00	60,000.00
0	0	0	0
0	0	0	0
0	0	0	720,000.00
0	0	0	720,000.00
0	0	0	0
9,100.00	8,505.00	0	10,000.00
27,000.00	24,863.80	27,000.00	27,000.00
0	0	0	0
37,203.95	0	0	0
0	0	0	0
1,325.00	450	450	500
0	0	0	0
20,000.00	0	0	0
20,000.00	20,000.00	0	20,000.00
91,000.00	93,000.00	91,000.00	93,000.00
0	0	0	0
0	0	0	0
0	0	0	0
18,000.00	18,000.00	18,000.00	18,000.00
0	0	0	0
0	0	0	0
0	0	0	0
170,000.00	107,334.58	150,000.00	150,000.00
500	3,375.45	250	0
0	0	0	0
15,000.00	2,923.18	0	10,000.00
60,000.00	49,301.90	45,000.00	45,000.00
30,000.00	9,267.62	4,500.00	4,000.00
19,000.00	7,637.03	25,000.00	25,000.00
0	0	0	0
46,000.00	45,196.45	46,000.00	46,000.00
0	0	0	0
0	0	0	0
0	11,607.15	0	0
0	0	0	0
0	0	0	0

0	21,069.21	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
54,802.49	4,373.75	0	0
0	0	0	0
100,000.00	97,815.14	100,000.00	125,000.00
8,000.00	11,579.00	7,000.00	10,000.00
-90	0	0	0
33,500.00	17,395.00	15,000.00	15,000.00
20,000.00	13,867.50	5,000.00	15,000.00
0	0	300	0
0	0	0	0
4,000.00	0	4,000.00	3,000.00
550	0	1,000.00	1,000.00
3,500.00	4,517.00	4,000.00	4,000.00
1,800.00	3,190.00	2,000.00	2,000.00
0	4,123.50	0	0
0	0	0	0
4,000.00	30	5,000.00	5,000.00
2,250.00	0	0	0
700	0	0	0
0	50,000.00	0	0
4,000.00	0	0	0
215,000.00	0	230,000.00	250,000.00
0	2,640.00	0	0
1,000.00	905	2,500.00	2,500.00
9,000.00	7,152.85	8,000.00	8,000.00
15,000.00	23,887.03	50,000.00	50,000.00
1,500.00	2,945.00	7,500.00	5,000.00
6,500.00	0	8,500.00	8,500.00
2,000.00	0	0	0
0	461.95	0	0
0	0	0	0
0	0	0	0
0	0	0	0

0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
87,530.56	73,204.57	95,129.32	110,000.00
0	0	0	0
75,000.00	54,936.45	65,691.00	50,000.00
1,500.00	0	0	0
5,000.00	4,403.85	5,000.00	5,000.00
0	0	0	0
5,000.00	0	3,000.00	3,000.00
0	0	0	0
0	192.55	0	0
0	0	0	0
0	1,457.23	0	1,500.00
0	4,551.52	0	4,500.00
100	0	200	200
1,000.00	0	0	0
5,600.00	6,385.72	6,000.00	6,000.00
24,000.00	11,035.57	13,000.00	13,000.00
3,000.00	2,563.61	2,000.00	3,000.00
5,000.00	2,573.97	4,500.00	4,500.00
16,000.00	7,788.72	13,500.00	13,500.00
7,500.00	896	15,000.00	5,000.00
1,000.00	0	10,500.00	10,000.00
2,400.00	2,438.00	2,000.00	2,500.00
5,000.00	0	1,500.00	0
0	0	0	0
0	0	0	0
9,000.00	166,054.00	350,000.00	325,000.00
5,000.00	0	3,500.00	3,500.00
5,500.00	0	15,000.00	0
45,000.00	40,681.32	40,000.00	60,000.00
5,200.00	4,099.99	4,500.00	6,000.00
2,000.00	15.09	3,000.00	3,000.00
35,000.00	3,210.53	25,000.00	30,000.00
30,000.00	34,586.70	30,000.00	40,000.00
2,100.00	-1,177.08	6,500.00	6,500.00
5,000.00	22,906.35	18,000.00	25,000.00
4,000.00	3,984.63	4,000.00	8,000.00





0	0	0	0
14,500.00	0	11,500.00	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
52,000.00	34,324.08	0	0
95,000.00	92,222.16	0	0
128,000.00	66,794.52	0	0
39,000.00	36,876.72	0	0
326,000.00	168,790.80	0	0
255,000.00	182,639.60	0	0
1,500.00	12,922.72	0	0
0	0	0	0
0	0	0	0
145,000.00	0	0	0
0	0	0	0
0	0	0	0
241,503.46	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
1,065,671.25	1,247,232.42	1,410,000.00	1,500,000.00
358,035.53	399,955.74	414,000.00	450,000.00
7,120,000.00	258,628.97	0	0
30,000.00	65,079.17	15,000.00	20,000.00
3,500.00	3,030.00	0	0
0	0	0	0
17,029.70	6,252.76	14,000.00	10,000.00
38,000.00	45,680.40	25,000.00	30,000.00
0	0	0	0
2,000.00	22	0	0

0	0	0	0
7,000.00	0	6,000.00	0
1,500.00	18,769.11	1,000.00	8,000.00
400	2,804.56	0	0
0	0	0	0
2,500.00	20,996.13	2,500.00	5,000.00
0	0	0	0
0	0	0	0
2,000.00	12,856.08	2,000.00	5,000.00
0	0	0	0
0	0	0	0
145,000.00	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	1,627,840.00
0	0	0	0
0	0	0	0
0	0	0	0
497,525.26	448,766.16	566,180.34	685,000.00
0	0	0	0
281,311.85	270,975.82	323,535.55	425,000.00
0	0	0	0
10,000.00	10,616.50	15,000.00	15,000.00
2,100.00	1,443.22	1,000.00	2,500.00
5,000.00	350	10,000.00	15,000.00
25,000.00	12,992.39	25,000.00	25,000.00
20,000.00	0	10,000.00	20,000.00
5,000.00	3,848.45	2,500.00	5,000.00
0	0	0	0
10,000.00	26,286.90	15,000.00	20,000.00
10,000.00	4,856.49	10,000.00	7,500.00
40,000.00	1,296.70	30,000.00	30,000.00
30,000.00	16,578.47	35,000.00	35,000.00
280,000.00	0	300,000.00	0
13,000.00	11,957.22	12,000.00	15,000.00
0	0	0	0
0	0	0	0
15,000.00	65,901.40	110,000.00	65,000.00
0	0	0	0
85,000.00	59,729.40	85,000.00	85,000.00
3,100.00	5,489.38	0	50,000.00
250	375.76	0	0
35,000.00	0	0	0
3,000.00	0	0	0

0	0	0	0
30,000.00	24,409.70	40,000.00	40,000.00
210,000.00	88,600.54	135,000.00	150,000.00
55,000.00	796.2	55,000.00	10,000.00
0	782	0	0
60,000.00	36,610.38	90,000.00	90,000.00
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
35	18.4	0	0
22,000.00	7,455.94	40,000.00	40,000.00
22,000.00	0	25,000.00	30,000.00
350	22,808.00	0	0
1,000.00	0	0	7,500.00
2,500.00	0	2,000.00	2,000.00
0	0	0	0
58,000.00	116,000.00	0	101,500.00
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
45,000.00	0	200,000.00	200,000.00
0	0	0	0
0	0	0	0
0	0	0	0
50,000.00	50,000.00	50,000.00	50,000.00
0	0	0	0
0	0	0	0
0	1,645.80	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0.97	100	0
0	0	0	0
0	0	0	0
7,100,000.00	7,963.50	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
125,000.00	5,050.00	200,000.00	2,000,000.00
0	0	0	0



0	0	0	0
425,000.00	462,567.26	414,000.00	425,000.00
0	0	0	0
0	0	0	0
75,000.00	0	0	0
0	0	0	0
300	4,441.85	0	0
0	0	0	0
0	0	0	0
0	0	5,000.00	5,000.00
0	0	0	0
20,000.00	0	0	0
211,000.00	133,729.52	25,000.00	200,000.00
50,000.00	8,462.94	50,000.00	50,000.00
0	0	20,000.00	20,000.00
0	0	0	0
0	0	29,000.00	15,000.00
104,000.00	0	75,000.00	150,000.00
0	0	0	0
0	0	0	0
102,000.00	8,050.00	8,000.00	0
400	5,217.51	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
285,000.00	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	36,000.00	0	36,000.00