

**COMMISSION MEETING**

**PACKET**

**DATE:**

**June 18, 2024**



## NOTICE AND AGENDA OF A MEETING OF THE KANE COUNTY COMMISSION

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**PUBLIC NOTICE IS HEREBY GIVEN** that the Commissioners of Kane County, State of Utah, will hold a **Commission Meeting** in the Commission Chambers at the Kane County Courthouse, 76 N. Main Street, Kanab, Utah on **Tuesday, June 18, 2024** at the hour of **2:00 P.M.**

\*The Commission Chair, in her discretion, may accept public comment on any listed agenda item unless more notice is required by the Open and Public Meetings Act.

**This meeting is available for call in option - #435-676-9000 – Enter participant code- 168030**

**CALL MEETING TO ORDER**  
**WELCOME**  
**INVOCATION**  
**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT:**

**CONSENT AGENDA:**

Check Edit Report:

Approval of: Commission Meeting Minutes for June 11, 2024

**REGULAR SESSION:**

- 1. Subdivision: Duck Creek Improvement Exchange LLC-Shannon McBride/Commissioner Heaton**
- 2. Schedule A Forest Service Road Agreement/Commissioner Heaton**
- 3. Spencer Rollo- Assistant Fire Warden/Commissioner Heaton**
- 4. State of Utah Bailiff and Security Contract/Commissioner Kubeja**

- 5. Portable Toilet Bid Award/Commissioner Kubeja**
- 6. Review of Legislative Issues/Full Commission**
- 7. Commissioner Report on Assignments/Full Commission**

**Closed Session:**

- Discussing an individual's character, professional competence, or physical or mental health.
- Strategy sessions to discuss collective bargaining, pending or reasonably imminent litigation, or the purchase, exchange lease or sale of real property.
- Discussions regarding security personnel, devices or systems.
- Investigative proceedings regarding allegations of criminal misconduct.

**NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Chameill Lamb at (435) 644-2458. Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate. All items to be placed on the agenda must be submitted to the Clerk's office by noon Thursday, prior to the meeting.

# CONSENT AGENDA

Approval of:

Commission Meeting Minutes for June 11, 2024

**MINUTES  
OF THE KANE COUNTY  
BOARD OF COMMISSIONERS' MEETING**

June 11, 2024

**IN THE KANE COUNTY COMMISSION CHAMBERS,  
76 NORTH MAIN, KANAB, UTAH**

Present: Chair Patty Kubeja, Commissioner Celeste Meyeres, Commissioner Wade Heaton, Attorney Van Dyke (Absent), Sheriff Tracy Glover (Absent), Clerk/Auditor Chameill Lamb, Deputy Clerk/Auditor Candice Brown

Also Present: Rhonda Gant, Morgan Shakespear, Ryan Maddux,

**CALL MEETING TO ORDER:** Commissioner Kubeja

**WELCOME:** Commissioner Kubeja

**INVOCATION:** Commissioner Kubeja

**PLEDGE OF ALLEGIANCE:** Commissioner Heaton

**PUBLIC COMMENT:**

No public comment.

**CONSENT AGENDA:**

Check Edit Report:

**Motion** to approve the Consent Agenda including all three items mentioned made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.

**REGULAR SESSION:**

**1. National Day of the American Cowboy-Kane County Representative Dusty Reese/Full Commission**

The Commission recognized Dusty Reese for being Kane County's Cowboy of the Year.

**2. State Bookmobile Presentation from Marie Erickson/Commissioner Kubeja**

Jami Carter gave a presentation on the Utah State Library Bookmobile Program. She mentioned that the bookmobile program has been around for over 60 years in Utah. The goal is to provide service to underserved or unincorporated areas so that every person in Utah has access to credible information and can build the skills of self-selection.

**3. Public Hearing Regarding the Appointment of Wanda Heaton to the Kane County Council on Aging Board**

Commissioner Kubeja called us into public hearing.

No public comment.

Commissioner Kubeja called us out of public hearing.

**4. Kane County Resolution No. R 2024-24 a Resolution Appointing Wanda Heaton to the Kane County Council on Aging Board/Commissioner Kubeja**

**Motion to approve Kane County Resolution No. R 2024-24 appointing Wanda Heaton to the Kane County Council on Aging Board made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.**

Commissioner Kubeja-aye

Commissioner Meyeres-aye

Commissioner Heaton-aye

**5. Kane County Resolution No. R 2024-22 a Resolution Authorizing the Employer Pick Up of URS Tier II Public Safety Employee Retirement Contributions/Commissioner Heaton**

The Commission voted on this a couple of weeks ago, but URS would like this to be done in resolution form.

**Motion to approve Resolution R 2024-22 authorizing the employer pick up of the URS Tier II Public Safety Employee Retirement Contributions made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.**

Commissioner Kubeja-aye  
Commissioner Meyeres-aye  
Commissioner Heaton-aye

**6. Kane County Resolution No. R 2024-23 a Resolution Authorizing a Differential Pay for Eligible Employees Under the URS Tier II Hybrid Non-Public Safety Employee Retirement Plan/Commissioner Heaton**

**Motion to approve Resolution R 2024-23 authorizing differential pay for eligible employees und the URS Tier II Hybrid Non-Public Safety made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.**

Commissioner Kubeja-aye  
Commissioner Meyeres-aye  
Commissioner Heaton-aye

**7. Kane County Ordinance No. O 2024-20 an Ordinance Amending the Kane County Rules of Order and Procedure/Full Commission**

Commissioner Kubeja stated that they had discussed this a couple of meetings ago and Attorney Van Dyke took the Commissions input and made revisions to the Rules of Order based off of new legislation regarding Open Public Meetings Act.

There were a few changes that the Commission wanted to make. 1) Elected officials being able to get something on the agenda. 2) The chair not being the gatekeeper of anything on the agenda.

**Motion to adopt Kane County Ordinance No. O 2024-20 amending the Kane County Rules of Order and Procedure with the caveat that when the county attorney is available they will ask about having clarifying language put in regarding what it means to approve the agenda for the chair and if there is latitude in order to allow something to be forced on the agenda by the other two commissioners or if there's some constraints that can be put to only describe that the chair approves the noticing of the agenda rather than the content of the agenda. If so have it on an upcoming consent agenda to look at the changes and if**

it is not possible leave as is made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.

Commissioner Kubeja-aye  
Commissioner Meyeres-aye  
Commissioner Heaton-aye

#### **8. 2024 Tax Sale-Clerk/Auditor Chameill Lamb/Commissioner Kubeja**

Clerk/Auditor Chameill Lamb presented the 2024 Tax Sale. She said that they started out with 13 properties, but a bunch of them redeemed so only four properties were sold.

**Motion** to accept the results of the 2024 Kane County Tax Sale as presented by Clerk/Auditor Chameill Lamb made by Commissioner Kubeja and motion carried with all Commissioners present voting in favor.

Commissioner Kubeja-aye  
Commissioner Meyeres-aye  
Commissioner Heaton-aye

#### **9. 2024 Certified Tax Rates-Clerk/Auditor Chameill Lamb/Commissioner Kubeja**

Clerk/Auditor Chameill Lamb presented the Kane County tax rates for 2025. The rate for Kane County is .002006, which will generate revenue of \$5,459,204 in property taxes. The County Assessing and Collecting rate came in at .000304, which will generate revenue of \$836,364.

**Motion** approve the Certified Tax Rates as presented made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

Commissioner Kubeja-aye  
Commissioner Meyeres-aye  
Commissioner Heaton-aye

#### **10. Review of Legislative Issues/Full Commission**

Commissioner Meyeres mentioned one thing we should be prepared for as a county is that there has been some statements being made that there will be a push this year to further dilute the caucus and convention system.

## **Commissioner Report on Assignments/Full Commission**

**Commissioner Heaton** - The County has met with the forest service and we have an agreement with them that the county will help maintain and have some authority to maintain some of the roads owned by the forest service on forest service land. We just expired our last agreement so we are working on a new agreement that will be on an upcoming agenda.

**Commissioner Meyeres** – In discussions with Kanab City, the School Board, Best Friends, and the USU Extension office about possible temporary uses of the 6-7 acres that is in the middle of town where the old elementary school was. The current plan is to take part of it to be a dog park, leave oval walking track, lift arm with parking for oversized vehicles, and in the L-shaped mulch area possibly having a community garden.

**Commissioner Heaton** – Planning and Zoning meeting tomorrow night at 6 p.m.

**Commissioner Kubeja** – The money that Kane County has received from the Opioid Settlement will be used for the Kane County Community Outreach building.

**Commissioner Meyeres** – There will be a Public Hearing on July 9<sup>th</sup> at 6 p.m. in the Commission Chambers about the proposed new district for fire response. There has been a new info packet uploaded to the kane.utah.gov website.

**Commissioner Heaton** – They are having their 2<sup>nd</sup> meeting with all the municipalities and fire districts next week. He also received a call from the fire warden and it sounds like we will be going into stage-one fire restrictions a little early this year.

**Motion to adjourn** made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.

## **WHERE UPON MEETING WAS ADJOURNED**

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Patty Kubeja Chair

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Chameill Lamb Clerk/Auditor



# AGENDA ITEMS

# ITEM # 1

Subdivision: Duck Creek Improvement Exchange LLC

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 18, 2024

Dept. /Business Name: Land Use

Topic/Re: Subdivision: Subdivision: Duck Creek Improvement Exchange LLC

Description: An application for the Koti Subdivision final plat creating 2 lots, parcel 8-7-6-4B, located on Meadow Ranch Drive, Duck Creek, Utah.

Attachments: Info Packet

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:

**Kane County Planning & Zoning  
Land Use Authority  
Shannon McBride, Administrator**



**DRAFT STAFF REPORT**

**DATE:** 05/23/2024

**PROJECT:** A complete application was submitted on behalf of Jared Plewe (Duck Creek Improvement Exchange LLC) with Brent Carter holding power of attorney for a Final Plat for a two-lot KOTI subdivision, lots 1 & 2, zoned R-1, for parcel 8-7-6-4B, consisting of 4.25 acres. This project is located east of Stewart Duck Creek Subdivision off of Meadow Ranch Drive.

**FINDINGS:** The KOTI subdivision, application and final plat complies with Utah State Code unannotated §17-27a-601, 603, 604, 604.5, 606, 607 and 608. The KOTI subdivision, final plat complies with Kane County Land Use Ordinance, Title 9, Chapter 21E-I, Subdivision Regulations. All requirements for rights-of-way and easements conform to the standards in the Kane County Land Use Ordinance requirements and the Kane County Standards Specifications and Drawing Details for Design and Construction, which requires 50-foot rights-of-way. The **private** road will be the required 50 ft. wide rights-of-way. All notices are in conformance to the standards and notice requirements of 17-27a-201 & 202. A notice for the public meeting was posted in two public places; notices were mailed out to all affected entities and posted on the Utah State and Kane County websites as a public meeting.

**STAFF RECOMMENDATION:** Kane County Engineer, Tom Avant, recommends approval of this project. Kane County Land Use Administrator, Shannon McBride recommends approval.

Motion: I move to recommend **approval/denial**, to the Kane County Commissioners, the Final Plat for the two-lot KOTI Subdivision, on behalf of Jared Plewe.

**THANK YOU**

SECTION:

**9-21E-1: General**

**9-21E-2: Phased Subdivision And Planned Unit Developments**

**9-21E-3: Acceptance Of Streets And Other Public Land Dedication**

**9-21E-4: Required General Submission Items**

**9-21E-5: Land Use Authority Review**

**9-21E-6: County Commission Review**

**9-21E-7: Final Plat Recording**

**9-21E-8: Final Plat Distribution**

**9-21E-9: Vacating Or Amending A Subdivision Or Planned Unit Development Plat**

**9-21E-10: Final Plat Approval Procedure**

**9-21E-1: GENERAL:**

A. A final plat may be submitted once all provisions of article D, "Preliminary Plat", of this chapter have been met. The final plat of the subdivision or planned unit development may encompass all or part (see phased development) of the preliminary plat. The final plat shall be presented to the Kane County land use authority for review within one year after preliminary plat approval, otherwise preliminary plat approval shall be withdrawn and reapplication will be required.

B. The submitted final plat shall conform in all major respects to the preliminary plat as previously approved and/or modified by the Kane County land use authority.

C. The developer/subdivider has a maximum of two (2) years from date of recording of final plat to complete the infrastructure as described in the development agreement. If the developer/subdivider has not completed the infrastructure after two (2) years, Kane County may make claim to whichever form of surety that has been provided in order to complete the infrastructure. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21E-2: PHASED SUBDIVISION AND PLANNED UNIT DEVELOPMENTS:**

A. The final platting of subdivisions and planned unit developments can be done in phases. Each phase shall consist of a minimum of twenty five percent (25%) of the total number of lots in the subdivision or twenty five percent (25%) of the area of a planned unit development.

B. When the infrastructure is one hundred percent (100%) complete and operable and approved by the Kane County engineer within the phase in progress, the developer/subdivider may submit the next phase of the development in accordance with the provisions of this chapter. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21E-3: ACCEPTANCE OF STREETS AND OTHER PUBLIC LAND DEDICATION:**

Acceptance of dedication of proposed public lands or street right of way in an approved plat can be made only by the Kane County commissioners. Plat approval will be deemed as acceptance of dedication unless streets and other public spaces are shown as "not intended for dedication". (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21E-4: REQUIRED GENERAL SUBMISSION ITEMS:**

A. Administrative:

1. Mylar copy of approved final plat (for signatures);
2. Four (4) copies of approved and signed final plat;
3. Four (4) copies of approved construction drawings and documents;
4. Stormwater pollution prevention plan;
5. Three (3) copies of executed development agreement;
6. One copy CC&Rs;
7. Payment and performance bond, escrow deposit or letter of credit.

B. Drawing requirements:

1. Boundary bearings and distances data outside boundary;
2. Lots numbered consecutively;
  - a. All lot zones must be marked clearly on each numbered lot;
3. Curve data: radius, angle, long chord, bearings and distance, length;
4. Excluded parcels marked as such;
5. All streets to be named;
6. Bearings and distances of all streets;
7. Parcels not included marked NAPOTS;
8. Adjacent streets shown and dimensioned;
9. Adjacent fences shown;
10. All easements to be labeled and dimensioned;
11. All land with boundaries to be accounted for;
12. All dimensions to be to 0.01' and 0'000'00';
13. Location of perc test trenches;
14. Name of subdivision;

15. North arrow;
16. Basis of bearing;
17. Name and address of owners of record;
18. Total acreage of subdivision;
19. Total number of lots;
20. Legal description of entire subdivision;
21. Township, range, section and quarter section;
22. Graphic scale;
23. Required monuments;
24. County Engineer's signature block;
25. County surveyor's signature block;
26. County Attorney's signature block;
27. Land Use Authority's signature block;
28. County Commission's signature block;
29. Signature(s) of owner(s) (notarized) block;
30. County Recorder's recording block;
31. Lender's signature block (or "consent to plat" form);
32. Surveyor's certificate;
33. Culinary water authority signature block;
34. Sanitary sewer authority signature block;
35. Kane County GIS Administrator signature block;
36. Kane County Addressing Administrator signature block;
37. An electronic digital version of the subdivision plat (PDF of the final plat).

C. Digital data submittal:

1. AutoCAD DWG file or GIS SHPE file;
2. File to contain all parcel lines and reference monuments;
3. Data file to be GEO referenced to Utah State plane south grid coordinate system or ground coordinate system including ground scale factor.

4. Shape files for the County GIS system North American datum (NAD) 1983 Zone 12 format. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. 2014-1, 1-27-2014, eff. 2-11-2014; Ord. O-2015-12, 7-27-2015, eff. 8-11-2015; Ord. O-2018-2, 4-9-2018; Ord. O-2016-4, 10-15-2018; Ord. 2020-22, 10-27-2020)

**9-21E-5: LAND USE AUTHORITY REVIEW:**

- A. After review and approval of the final plat drawing and receipt of required documents by the Administrator and County Engineer, the Kane County land use authority will review the final plat, at a regularly scheduled, publicly noticed public meeting. If approved, the land use authority shall recommend approval of the final plat to the Kane County commissioners to be reviewed at the next available work meeting, and then for final approval at the next regularly scheduled commission meeting. (Ord. O-2015-12, 7-27-2015, eff. 8-11-2015)

**9-21E-6: COUNTY COMMISSION REVIEW:**

The Kane County commission shall review the final plat within thirty (30) days of notification of review by the Kane County land use authority at a regularly scheduled public meeting. If the Kane County commission determines that the final plat drawing and documentation meets with the Kane County land use ordinance, subdivision ordinance and "Kane County Standard Specifications And Drawing Details For Design And Construction", they may grant approval. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21E-7: FINAL PLAT RECORDING:**

- A. The developer/subdivider or his agent shall record the approved final plat within one year of approval by the Kane County commission. The Kane County land use authority administrator shall maintain custody of the final plat mylar until all signatures have been obtained (with exception of the recorder), at which time he/she will notify the developer/subdivider that the plat is ready to be recorded. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2015-12, 7-27-2015, eff. 8-11-2015)
- B. No building permits will be issued until the infrastructure is completed unless otherwise agreed to in the development agreement and approved by the Kane County engineer in writing. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21E-8: FINAL PLAT DISTRIBUTION:**

- A. Mylar: Kane County recorder.
- B. One signed copy: Land use authority administrator.
- C. One signed copy: Kane County engineer.
- D. One signed copy: Kane County building department.
- E. One signed copy: Developer/subdivider. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21E-9: VACATING OR AMENDING A SUBDIVISION OR PLANNED UNIT DEVELOPMENT PLAT:**

**A. General Requirements:**

1. A subdivision plat or planned unit development plat may be amended or vacated by complying with the requirements of this section and Utah Code 17-27a-608 and 609.
2. A complete application shall be submitted a minimum of twenty-one (21) days prior to the Kane County Land Use Authority's meeting date at which the action is to be reviewed by the owner's or the property or person having power of attorney to act in behalf of the owner.
3. If the application for an amended plat includes a request to further subdivide or to create any additional lots, the application may only be approved if:
  - a. Eighty percent (80%) of the owners, or persons having legal authority to act on behalf of the owner, for any portion of property contained in the plat consents to the proposed amendment; and
  - b. The land use authority, or county commission where required, makes a finding of good cause for the amendment.

**B. Submission Items:**

1. Application and fees;
2. Notarized affidavit that applicant is owner or authorized by the owner to make application for proposed plat amendment or abandonment;
3. Provide names and addresses of all property owners within 500 feet of the affected property;
4. Three (3) copies of plat map:
  - a. Amended plat map requirements (re: subsections [9-21E-4](#)B1 through B32 of this article);
  - b. Vacated plat map requirement (re: subsections [9-21E-4](#)B1 through B32 of this article).

**C. Land Use Authority Review And Approval:**

1. After review and approval of the abandonment or amended plat drawing and receipt of required documents by the land use authority administrator and county engineer, the Kane County land use authority will review the application at a regularly scheduled, publicly noticed public hearing within forty five (45) days unless Utah state code provides an exception to the public hearing requirement. In which case the land use authority may review the application at a regularly scheduled public meeting.
2. If the application does not propose to amend, abandon or vacate any county road or public right of way, the land use authority may give final approval so long as the

application meets the requirements of state code and any applicable county ordinance. If the application includes a proposal to amend, abandon or vacate any county road or public right of way, the Kane County land use authority will forward a written notification of its review to the Kane County commission.

D. County Commission Review And Approval:

1. If the application contains a proposal to amend, abandon or vacate any county road or public right of way, the Kane County commission shall review the abandonment or amended plat within thirty (30) days of notification of review by the Kane County land use authority at a regularly scheduled public meeting. If the Kane County commission determines that the plat drawing and documentation meets with the Kane County land use ordinance, subdivision ordinance and "Kane County Standard Specifications And Drawing Details For Design And Construction", they may grant approval.

E. Final Plat Recording:

1. The owner or his agent shall record the approved vacated or amended plat within one year of approval by the Kane County commission. The Kane County land use authority administrator shall maintain custody of the amended plat mylar until all signatures have been obtained (with exception of the recorder), at which time he will notify the owner or agent that the plat is ready to be recorded.

F. Plat Distribution:

1. Mylar: Kane County recorder.
2. One signed copy: Land use authority administrator. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2022-05, 1-25-2022; Ord. O-2022-25, 5-24-2022; Ord. 2022-35, 6-14-2022)

***9-21E-10: FINAL PLAT APPROVAL PROCEDURE:***

(Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

## **ARTICLE F. DEDICATION AND ACCEPTANCE OF STREETS AND PUBLIC IMPROVEMENTS**

SECTION:

[9-21F-1: Dedication Of Improvements And County Ownership Of Subdivision Roads](#)

[9-21F-2: Timeliness For Acting On Acceptance](#)

[9-21F-3: Dedication Of Nonsubdivision Rights-Of-Way And Roadways](#)

[9-21F-4: Required Right-Of-Way And Roadway Widths](#)

[9-21F-5: Roadways Dividing A Parcel](#)

**9-21F-6: Right-Of-Way And Roadway Improvements**

**9-21F-7: Right-Of-Way Improvements For Commercial Developments**

***9-21F-1: DEDICATION OF IMPROVEMENTS AND COUNTY OWNERSHIP OF SUBDIVISION ROADS:***

A. Subdividers are put on notice that the majority of roads (if not all) internal to a subdivision are typically to remain private. At the time the final plat is approved, the subdivider may dedicate the roads, easements and other public improvements to Kane County and the Kane County Commission will determine which improvements to preliminarily accept. All subdivision roads must adhere to county standards, including a minimum 28 foot width comprised of 24 feet of travel lanes (two twelve foot travel lanes) with two foot shoulders on each side of the travel lanes.

B. In determining which roads to preliminarily accept, the Kane County Commission may look at the following factors:

1. If the road could eventually be a Collector or Arterial Road;
2. How the road fits into the overall transportation system of the County;
3. Whether the road is internal to the subdivision, meaning that it only allows access to residents within the subdivision;
4. Whether the road has historically been open to the public, or allows access to public areas;
5. The overall traffic expected by both residents, visitors, and those just passing through.

C. The subdivider shall notify the County in writing once all improvements are completed, at which time the Kane County Engineer will perform a final improvement inspection. Any dedicated improvements shall be deemed an offer by the subdivider which shall be irrevocable until one year after all of the improvements are completed. After one year, a final inspection will take place before officially accepting any preliminarily accepted improvements, and before releasing any bonds from any improvements. The County Commission may, at its option, accept the offer of dedication only if it finds that the subdivider has constructed, installed and maintained the public improvements required by this chapter and that the improvements comply with the minimum standards and requirements of this chapter and the "Kane County Standard Specifications and Drawing Details for Design and Construction" at the time of acceptance.

(Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2022-15, 3-22-2022)

***9-21F-2: TIMELINESS FOR ACTING ON ACCEPTANCE:***

Unless the Kane County Land Use Authority Administrator extends the time for making a decision as to whether or not Kane County will accept dedicated public improvements, the dedication may be acted upon within one year following the completion of the public

improvements in accordance with the "Kane County Standard Specifications and Drawing Details for Design and Construction", but in no event shall such approval occur without the approval of the Kane County Engineer. In the event the Kane County Engineer does not approve the dedicated public improvements, the subdivider shall be so advised in writing and of the reason for the nonapproval. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21F-3: DEDICATION OF NONSUBDIVISION RIGHTS-OF-WAY AND ROADWAYS:**

The Kane County Commission, on recommendation from the Kane County Land Use Authority, may accept Master Transportation Plans for areas in Kane County. Once a Master Transportation Plan is in place for an area the property owner(s) within the Master Transportation Plan area may dedicate the planned road(s) to Kane County. Kane County Land Use Authority and Kane County Commission may accept the dedicated roads by the recording of a road dedication plat. (Ord. O-2019-2, 1-14-2019)

**9-21F-4: REQUIRED RIGHT-OF-WAY AND ROADWAY WIDTHS:**

Rights-of-way/roadways that are dedicated will be dedicated to the required width of the Master Transportation Plan. If the right-of-way/roadway is planned to be centered on the boundary line between two (2) properties, both property owners will be required to dedicate their respective half of the right-of-way/roadway for the right-of-way/roadway to be accepted. If both of the property owners do not agree to the dedication, one of the property owners may dedicate the right-of-way/roadway wholly on their property. The rights-of-way/roadway will be required to be dedicated to provide continuity with adjacent dedicated rights-of-way/roadway.

Notwithstanding this provision, or any other provisions to the contrary in this title, upon application for subdivision or any plat amendment, the County may accept dedication, or may require dedication, of any existing road that is currently listed as a Class B or D road on the official records of the County Road or GIS Department, regardless of the condition or width of the road. (Ord. O-2019-2, 1-14-2019)

**9-21F-5: ROADWAYS DIVIDING A PARCEL:**

When an action initiated by the County for a dedicated roadway which roadway is deeded and accepted by the County, extends through a parcel, dividing said parcel into two (2) or more portions, the owner of the parcel may apply for a division of the parcel, without having to comply with the requirements of this chapter; and if the resulting divided parcel is smaller than required by this title, the parcel shall remain in that zone as a smaller non-conforming parcel. (Ord. O-2018-1, 1-12-2018)

**9-21F-6: RIGHT-OF-WAY AND ROADWAY IMPROVEMENTS:**

Dedicated rights-of-way/roadways not located within a platted subdivision do not have to be improved at the time of dedication. A dedicated right-of-way/roadway will be required to be improved to the standards set forth by the Utah Wildland Urban Interface Code (current edition) prior to a building permit being issued to any parcel required to be served by an all weather surface right-of-way/roadway. The right-of-way/roadway

will have to be improved to a minimum twenty eight feet (28') wide improved all weather travel surface, prior to a second building permit being issued on a parcel being served by the right-of-way/roadway. The owner will be required to submit all invoices associated with the cost of building the road to the County. Any building permits issued within ten (10) years of the date of completion of improvements of the right-of-way/roadway will require the property owner to pay a proportionate share of the road construction cost to the property owner who paid the original cost of improvements. The road will be required to be asphalted prior to a development of five (5) acre density, or less, being approved or prior to a building permit being issued which will cause the average daily traffic (ADT) to be above four hundred (400) trips per day or then current standard for very low volume local road as defined by the American Association of State Highway and Transportation Officials (AASHTO) standards. The improvements may be completed with the development construction. (Ord. O-2019-2, 1-14-2019)

#### AVERAGE DAILY TRAFFIC USAGE TABLE

Land Uses	Units	Daily (Weekday) Average Rate	
Land Uses	Units	Units	Daily (Weekday) Average Rate
Single family dwelling	Dwelling units	9.52	
Apartment	Dwelling units	6.65	
Lodging/hotel	Dwelling units	8.92	
Retail/shopping center	1,000 square feet		Non-linear rate
General office building	1,000 square feet	11.03	
Superstore	1,000 square feet	50.75	
Gasoline/service station	Vehicle fueling positions	168.56	
Fast-food restaurant with drive-thru window	1,000 square feet	496.12	
Restaurant (sit-down)	1,000 square feet	127.15	
Industrial/general light	1,000 square feet	6.97	
Charter schools/private (K - 12)	Students	2.48	

Civic:		
Library	1,000 square feet	56.24
Government office building	1,000 square feet	68.93
State Motor Vehicle Department	1,000 square feet	166.02

(Ord. O-2018-2, 4-9-2018; amd. Ord. O-2019-2, 1-14-2019; Ord. O-2023-13, 11-28-2023)

#### ***9-21F-7: RIGHT-OF-WAY IMPROVEMENTS FOR COMMERCIAL DEVELOPMENTS:***

A commercial development right-of-way will be required to be improved to the Kane County Standards Specifications and Drawing Details for Design and Construction (3.1) Design Standards (A.)(1)(iv.) prior to a building permit being issued to any parcel or development as follows:

- A. The right-of-way will have to be improved to a sixty six foot (66') right-of-way with a minimum twenty eight foot (28') road section width improved area.
- B. The road shall be improved with a minimum of six inches (6") of untreated base course, unless pavement design requires greater section. Submit pavement design based on road traffic loading prepared by engineer licensed in State of Utah.
- C. Any building permits issued within ten (10) years of the date of completion of improvements of the right-of-way will require the property owner to pay a proportionate share of the road construction cost to the property owner who paid the original cost of improvements.
- D. The road will be required to be asphalted prior to a development of five (5) acre density, or less, being approved or prior to a building permit being issued which will cause the average daily traffic (ADT) to be above four hundred (400) trips per day or then current standard for very low volume local road as defined by the American Association of State Highway and Transportation Officials (AASHTO) standards.
- E. The improvements may be completed with the development construction. (Ord. O-2019-4, 3-25-2019)

## **ARTICLE G. DESIGN STANDARDS**

### SECTION:

[9-21G-1: General Provisions](#)

[9-21G-2: Lots](#)

[9-21G-3: Streets](#)

[9-21G-4: Curvature And Alignment](#)

[9-21G-5: Block And Cul-De-Sac Standards](#)

[9-21G-6: Pedestrian Crosswalks](#)

[9-21G-7: Easement Standards](#)

[9-21G-8: Exterior Perimeters](#)

[9-21G-9: Alleys](#)

[9-21G-10: Sanitary Sewage Disposal](#)

[9-21G-11: Water Supply](#)

[9-21G-12: Sanitation Collection Sites](#)

**9-21G-1: GENERAL PROVISIONS:**

All subdivisions must comply with the following standards:

- A. The design and development of subdivisions shall preserve insofar as possible the natural terrain, natural drainage, existing topsoil and trees.
- B. Land subject to hazardous conditions such as, but not limited to, slides, mudflows, rockfalls, snow avalanches, possible mine subsidence, shallow water table, open quarries, floods, abandoned landfills, and polluted or nonpotable water supply shall be identified and shall not be subdivided until the hazards have been eliminated or will be eliminated by the subdivision and construction plans.
- C. The "Kane County Standard Specifications And Drawing Details For Design And Construction". (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21G-2: LOTS:**

- A. All lots shown on the subdivision plan shall conform to the minimum requirements of the Kane County zoning ordinance for the zone in which the subdivision is located, and to the minimum requirements of the engineer and the Southwest Utah health department for sewage disposal. The minimum width for any building lot shall be as required by the Kane County land use ordinance.
- B. All lots shall abut a dedicated or private street. Streets shall be at least twenty eight foot (28') travel width. In the event a lot abuts a public right of way created by use, the subdivider shall improve the right of way to the standards required by this chapter and the "Kane County Standard Specifications And Drawing Details For Design And Construction".
- C. Corner lots shall have extra width to allow for mandatory setbacks on both streets.
- D. Side lot lines shall be at substantially right angles or radial to street lines. Where lot lines are not at right angles to the street lines, this shall be shown.

E. All remnants of lots less than minimum size left over after subdividing a larger tract shall be added to adjacent lots rather than allowed to remain lot remnants.

F. Where the land in a subdivision includes two (2) or more parcels in separate ownership and the lot arrangement is such that a property ownership line divides one or more lots, the land in each lot so divided shall be held in either single or joint ownership before approval of the final plan and such ownership shall be recorded in the office of the Kane County recorder.

G. No single lot shall be divided by a municipal or county boundary.

H. A lot shall not be divided by a road, alley or other lot.

I. No wedge shaped lot shall be less than thirty feet (30') in width at the front property line, or the lot frontage required by the zoning ordinance, whichever is larger.

J. All residential lots in subdivisions shall front on a public street or on a private street or court approved by the Kane County land use authority and the Kane County commission, except as may be approved for planned unit developments or other special dwellings. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

#### **9-21G-3: STREETS:**

A. Minor streets shall be laid out to discourage through traffic.

B. Stub streets shall be provided where needed to connect to adjacent undeveloped land and new streets must be provided where needed to connect to existing stub streets in adjacent subdivision. Not more than three (3) lots shall front stub streets, except where a temporary cul-de-sac turnaround side is provided.

C. Intersections of minor streets with major streets shall be kept to the minimum.

D. No half streets are permitted.

E. Dead end streets, including stub streets, shall be permitted or required by the Kane County engineer only to provide future access to adjoining property, except for dead end street systems in cluster subdivisions, planned unit developments, condominium developments, or similar special projects.

F. Permanent cul-de-sac streets serving no more than six (6) lots, and not more than eight hundred feet (800') long, whichever is more restrictive, may be permitted and shall be provided with a right of way at the turnaround of fifty five and one-half feet (55 $\frac{1}{2}$ ) radius or more, and the outside curb or pavement edge radius shall be forty eight feet (48') or more.

G. No more than four (4) streets shall enter an intersection.

H. Streets should intersect at ninety degrees (90°). All others may be designed only with approval of the Kane County engineer.

I. Two (2) subordinate streets meeting a through street from opposite sides shall meet at the same point, or their centerlines shall be offset at least two hundred feet (200').

J. Streets shall have the names of existing streets which are in alignment. There shall be no duplication of street names within the area. All street names shall be approved by the Kane County GIS Director. Permanent signs shall be installed by developer at his expense at time of installation of other off site improvements with locations approved by Kane County.

K. Where a residential subdivision abuts a major highway, frontage roads may be required. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2022-07, 2-22-2022)

#### **9-21G-4: CURVATURE AND ALIGNMENT:**

Ensure adequate sight distances. When street roadway lines deflect more than five degrees (5°), connection shall be made by horizontal curves. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

#### **9-21G-5: BLOCK AND CUL-DE-SAC STANDARDS:**

Block lengths shall be one thousand feet (1,000') or less. Cul- de-sac shall be no longer than eight hundred feet (800'). (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

#### **9-21G-6: PEDESTRIAN CROSSWALKS:**

Pedestrian rights of way of not less than ten feet (10') in width may be required by the Kane County engineer through blocks where needed for adequate pedestrian circulation. Walk improvements (paving) of not less than five feet (5') in width shall be placed within the rights of way, as required by the Kane County engineer. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

#### **9-21G-7: EASEMENT STANDARDS:**

A. Utility easements shall follow front lot lines wherever possible. (See design standards drawing RD02.)

B. Where front line easements are not possible, easements shall follow rear and side lot lines and shall have a minimum total width of fifteen feet (15') apportioned equally on abutting properties.

C. All easements shall be designed so as to provide efficient installation of utilities.

D. All power lines, telephone lines, and other normally overhead utility lines shall be placed underground by the subdivider unless the Kane County engineer determines it is not feasible to do so. This determination would be based upon application by a subdivider, supported by recommendation of the county engineer, and approved by the Kane County Land Use Authority and Kane County Commission. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

#### **9-21G-8: EXTERIOR PERIMETERS:**

Based on the Utah State Open Range Policy, it is a landowner's responsibility to fence their property as to keep livestock out. If fencing, gates or cattle guards already exist that keep cattle off the highway or public lands, said fencing gates or cattle guards must remain in place. However, they may be moved to conform to new lot lines. (Ord. O-2017-4, 6-26-2017)

**9-21G-9: ALLEYS:**

The Kane County Engineer may approve service access to the interior of blocks in certain instances, in which case alleys must be indicated on the plan and plat. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21G-10: SANITARY SEWAGE DISPOSAL:**

A. Except as otherwise provided below, the subdivider shall provide, or have provided, an approved piped sanitary sewage system to the property line of every lot in the subdivision. The sewage system shall meet the minimum standards and requirements of the State Department of Environmental Quality. Certification of compliance shall be provided to the Kane County Land Use Authority by the subdivider.

B. All subdivisions, and all phases of subdivisions, proposing on site wastewater disposal systems, which did not acquire on site wastewater disposal feasibility approval before December 9, 1997, shall comply with the Southwest Utah Public Health Department's wastewater ordinance effective that date or as further modified, and shall comply with the regulations of the local or special service district that serves the area that are in effect at the time. Septic tanks and/or sealed vaults will be approved only when an existing sanitary sewer system is more than a distance of three hundred feet (300') multiplied by the number of proposed lots within the subdivision, from the boundary of the subdivision.

C. Where the Kane County General Plan or other plans indicate that construction or extension of sanitary sewers may serve the subdivision area within a reasonable time, the Kane County Land Use Authority may require the installation and capping of sanitary sewer mains and house connections by the subdivider. Whenever individual on-lot sanitary sewage disposal systems are proposed, they shall be installed at the time the principal building is constructed, and no building permit shall be issued until such installation is completed. In all other cases, sanitary sewage disposal facilities shall be provided for every lot or parcel by a complete community or public sanitary system.

D. All new subdivisions and multiple lot/unit developments within the wastewater service area of any local or special service district that provides sewer or wastewater services, shall connect to the relevant district's wastewater collection system or shall otherwise participate in the wastewater system. New subdivisions and multiple lot/unit developments shall be required to connect to the wastewater system when reasonable access is available. In general, reasonable access shall be considered as the subdivision or development parcel being located within three hundred feet (300') multiplied by the number of proposed lots or units, whichever is greater, of any of the

district's wastewater collection facilities, except by written approval of the District Board in cases of undue hardship.

E. No final plat approval for the establishment of a residential, commercial or industrial subdivision or other multiple unit/lot development in the wastewater service area shall be granted or given until such time that the relevant district has reviewed and approved all plans and specifications for the proposed wastewater system serving said subdivision or development.

F. Any person or entity desiring to obtain final plat approval for the establishment of a residential, commercial or industrial subdivision or multiple unit/lot development shall be required to submit to the relevant district the following information and documentation: 1) the name, address, email address, telephone number and fax number of the owner and developer, 2) a plat or map showing the location and layout of the proposed subdivision or development, 3) an accurate legal description of the property to be developed, 4) a description of the development activity for which approval is being sought, 5) a detailed description, including plans and specifications, of the proposed wastewater collection and disposal system for such subdivision or development, 6) an engineering report establishing that approval of the proposed wastewater system shall not adversely affect the ground or surface water quality, and 7) any other information deemed necessary or desirable by the district.

G. All wastewater system improvements proposed by subdivider and developers shall be designed and constructed in compliance with the State of Utah Department of Environmental Quality rules and the district's design and construction standards.

H. The parcel or lot owner, or developer shall bear all costs of and fees for connecting the parcel, subdivision, or development to the relevant district's wastewater system. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. 2020- 22, 10-27-2020)

#### **9-21G-11: WATER SUPPLY:**

All culinary water systems and plans, whether public or private, shall conform to County ordinances, including, but not limited to, this chapter and the "Kane County Standard Specifications and Drawing Details for Design and Construction", and shall be approved by the appropriate State and Local authorities. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

#### **9-21G-12: SANITATION COLLECTION SITES:**

The subdivider shall provide a sufficient number of sites for the collection and removal of solid waste. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

## **ARTICLE H. CONSTRUCTION STANDARDS**

SECTION:

#### **9-21H-1: Requirements**

#### **9-21H-1: REQUIREMENTS:**

Construction standards and building codes, including the "Kane County Standard Specifications And Drawing Details For Design And Construction" adopted by Kane County, shall be followed by the subdivider, developer and contractor. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

## ARTICLE I. FINANCIAL RESPONSIBILITY

### SECTION:

[9-21I-1: Guarantee; Improvement Completion Assurance](#)

[9-21I-2: Payment And Performance Bonds](#)

[9-21I-3: Escrow Deposit](#)

[9-21I-4: Irrevocable Letter Of Credit](#)

[9-21I-5: Default](#)

[9-21I-6: Improvement Guarantee; Warranty](#)

[9-21I-7: Covenant](#)

[9-21I-8: Acceptance And Release Of Surety](#)

[9-21I-9: Definitions](#)

### ***9-21I-1: GUARANTEE; IMPROVEMENT COMPLETION ASSURANCE:***

Before approval of the final plat, the developer/subdivider shall provide an improvement completion assurance, guaranteeing the installation of the required subdivision improvements, by one of the methods as described in section [9-21I-2](#), [9-21I-3](#) or [9-21I-4](#) of this article, prior to recording a subdivision plat or beginning development activity. The guarantee method employed shall be approved by the Kane County commission in the development agreement. This requirement is applicable to individual phases of a development. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

### ***9-21I-2: PAYMENT AND PERFORMANCE BONDS:***

The developer/subdivider shall furnish payment and performance bonds in an amount equal to one hundred ten percent (110%) of the engineer's estimated cost of improvements as approved by the Kane County engineer. The additional inflation percentage shall be determined in the development agreement and added to the one hundred ten percent (110%) figure. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

### ***9-21I-3: ESCROW DEPOSIT:***

The developer/subdivider shall deposit in an interest bearing escrow account an amount of money equal to one hundred ten percent (110%) of the engineer's estimated cost of improvements as approved by the county engineer. The additional inflation percentage shall be determined in the development agreement and added to the one hundred ten percent (110%) figure. The escrow account shall be used solely for securing the subdivisions improvements. The escrow account holder must be approved by Kane

County prior to deposit being made. The terms of the escrow account shall only require that the county present the issuer with a signed draft and a certificate signed by an authorized representative of the county certifying to the county's right to draw funds on the account to complete the required improvements. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

**9-21I-4: IRREVOCABLE LETTER OF CREDIT:**

The developer/subdivider shall file with Kane County an irrevocable letter of credit from a duly chartered state or national bank or savings and loan institution in an amount equal to one hundred ten percent (110%) of the engineer's estimated cost of improvements as approved by the Kane County engineer. The additional inflation percentage shall be determined in the development agreement and added to the one hundred ten percent (110%) figure. Said letter of credit shall:

- A. Be irrevocable;
- B. Be of a term sufficient to cover the completion, plus sixty (60) days, and the improvement warranty period; and
- C. Require only that the county present the issuer with a signed draft and a certificate signed by an authorized representative of the county certifying to the county's right to draw funds under the letter of credit. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

**9-21I-5: DEFAULT:**

In the event the developer/subdivider fails to complete the required improvements as stipulated in the development agreement, within two (2) years after final plat acceptance, Kane County shall pursue action against whichever method of guarantee was provided (section [9-21I-2](#), [9-21I-3](#), or [9-21I-4](#) of this article) to complete the improvements as described.

Kane County may assign its right to receive funds under the security to any third party, including a subsequent owner of the subdivision for which required development improvements were not constructed, in whole or in part, in exchange for that subsequent owner's promise to complete the public improvements on the tract.

Kane County may exercise any other rights available under the law, upon default. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

**9-21I-6: IMPROVEMENT GUARANTEE; WARRANTY:**

The developer/subdivider shall guarantee that all improvements provided, installed and as stipulated in the development agreement, shall remain free of defects for a period of one year from date of acceptance by the county. This guarantee shall be in the form of an improvement warranty in the amount of ten percent (10%) of the engineer's estimated cost of improvements as approved by the Kane County engineer.

Identifying the necessity for repairs and/or maintenance of the installed work rests with the county engineer, or designee, and whose decision upon the matter shall be final and

binding upon the developer/subdivider. Should the county engineer find that repairs or maintenance is necessary, and upon written notice, the developer/subdivider shall have a maximum of thirty (30) days to affect the required repairs or maintenance work.

Should the developer/subdivider fail or refuse to affect said repairs or maintenance, the county shall have such work done at the developer/subdivider's expense. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

**9-21I-7: COVENANT:**

The developer/subdivider shall, as part of the executed development agreement, not sell, lease or convey any of the subdivided property to anyone unless he/she/they, as a condition thereto, satisfy at least one of the foregoing requirements of section 9-21I-2, 9-21I-3, or 9-21I-4 of this article. The agreement shall specifically provide that it shall be deemed to be a covenant running with the land, binding all successors, heirs, and assigns of the property owner to secure the installation of the improvements required together with payment of all costs, including reasonable attorney fees which may be incurred by Kane County in the enforcement of any of the terms and provisions of the agreement. The development agreement shall be recorded in the Kane County recorder's office. All existing lienholders shall be required to subordinate their liens to the covenants contained in the development agreement. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

**9-21I-8: ACCEPTANCE AND RELEASE OF SURETY:**

A. Request for conditional acceptance of the subdivision improvements and reduction in surety must be in writing from the developer/subdivider to the land use authority administrator. When installation of the subdivision improvements are seventy five percent (75%) complete, fifty percent (50%) of the estimated cost of the improvements will be released after inspection and written verification by the county engineer. After final completion of all work, an additional fifty percent (50%) of the estimated cost will be released after inspection and written verification by the county engineer. This leaves ten percent (10%) of the estimated cost to be held as the improvement warranty for the improvement warranty period, being one year from final completion and acceptance of the improvements, or a lengthier improvement warranty period as may be permitted, pursuant to this section, or Utah Code Annotated section 17-27a-604.5, as amended. The schedule for release of surety may be modified by the specific development agreement.

In many cases, the improvement warranty will be on the same document as the improvement completion assurance/performance bond. However, the county may require a separate document containing the improvement warranty.

B. Final inspection by the Kane County engineer shall be made one year after all improvement work has been completed. Any and all defects must be repaired and maintenance must be completed prior to final approval.

C. Upon written approval by the Kane County engineer, the land use administrator shall, in writing, accept all improvements and release remaining improvement warranty. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

**9-21I-9: DEFINITIONS:**

The following definitions apply to this article:

**IMPROVEMENT COMPLETION ASSURANCE:** A surety bond, letter of credit, cash, or other security required by Kane County to guaranty the proper completion of landscaping or infrastructure that the land use authority has required as a condition precedent to:

- A. Recording a subdivision plat; or
- B. Beginning development activity.

**IMPROVEMENT WARRANTY:** An applicant's unconditional warranty that the accepted landscaping or infrastructure:

- A. Complies with Kane County's written standards for design, materials, and workmanship; and
- B. Will not fail in material respect, as a result of poor workmanship or materials, within the improvement warranty period.

**IMPROVEMENT WARRANTY PERIOD:** A period:

- A. No later than one year after Kane County's acceptance of required infrastructure, unless the county:
  1. Determines for good cause that the one year period is inadequate to protect the public health, safety, and welfare; and
  2. Has substantial evidence, on record:
    - a. Of prior poor performance by the applicant; or
    - b. That the area upon which the infrastructure will be constructed contains suspect soil and the county has not otherwise required the applicant to mitigate the suspect soil. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

FINAL PLAT OF: KOTI SUBDIVISION

# **ITEM # 2**

**Schedule A Forest Service Road Agreement**

FS Agreement No. 24-RO-11040700-015

Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE FOREST ROAD AGREEMENT**  
Between  
**KANE COUNTY**  
And The  
**USDA, FOREST SERVICE**  
**DIXIE NATIONAL FOREST**

**PARTIES TO AGREEMENT:** This agreement, made and entered into this the \_\_\_\_\_ day of June, 2024, by and between Kane County, hereinafter referred to as "Kane County," and the United States Department of Agriculture (USDA), Forest Service, Dixie National Forest, hereinafter referred to as the "U.S. Forest Service."

**PURPOSE OF AGREEMENT:** The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Kane County, State of Utah, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest Roads and roads on the State or local road system over which Kane County has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that Kane County has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. **INTENT TO COOPERATE.** It is the intention of the parties under this agreement to cooperate as follows:

- a. Agree that certain roads under the jurisdiction of Kane County or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of Kane County should be maintained and, if necessary, improved to a



standard adequate to accommodate safely and economically all traffic which uses such roads.

- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
  - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
  - d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
  - e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
  - f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. **IDENTIFICATION OF ROADS.** A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between Kane County and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. **MAINTENANCE PLANS.** At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to Kane County or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.
- Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.
- Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.
4. **PROJECT AGREEMENTS.** When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the



improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
- b. The project agreement shall include the following elements:
  1. Identification of road or road segment to be improved or constructed.
  2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
  3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
  4. Estimates of cost of improvement or construction.
  5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
- c. If funds are provided by Kane County on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to Kane County after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to Kane County periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of Kane County to the project unless changed by a modification of the project agreement.

If funds are provided by the U.S. Forest Service for work to be performed by Kane County the arrangements shall be set forth in the project agreement. Payments to Kane County shall be made as provided for in the project agreement.

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to



the increased cost except by modification of the project agreement prior to incurring any commitment.

5. **RIGHTS-OF-WAY.** Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. Kane County must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish Kane County copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. **ANNUAL MEETING AND CONTINUING CONSULTATION.** Kane County and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Dixie National Forest for the U.S. Forest Service, and Commissioner for Kane County shall be responsible for making the arrangements for formal meetings and continuing consultation.
7. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving



company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

**8. MODIFICATION AND TERMINATION.**

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 60 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

**9. MISCELLANEOUS.**

- a. The United States shall not be liable to the Cooperator for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this agreement, including damage to any property owned by the Cooperator or any third party.
- b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or Kane County beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
- c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
- d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

**10. PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Bert Harris 76 N Main St Kanab, UT 84741 435-691-1489 <a href="mailto:foreman@kane.utah.gov">foreman@kane.utah.gov</a>	Bert Harris 76 N Main St Kanab, UT 84741 435-691-1489 <a href="mailto:foreman@kane.utah.gov">foreman@kane.utah.gov</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Kolby Lloyd 820 N Main St. Cedar City, UT 84721 435-865-3787 <a href="mailto:Kolby.lloyd@usda.gov">Kolby.lloyd@usda.gov</a>	Rita Arenas 324 25 <sup>th</sup> Street Ogden, UT 84401 505-357-3716 <a href="mailto:Rita.arenas@usda.gov">Rita.arenas@usda.gov</a>

11. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Kane County shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
12. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective through **May 15, 2029** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
13. **AUTHORIZED REPRESENTATIVES.** By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.



---

WADE HEATON, Commissioner  
Kane County

Date

---

KEVIN WRIGHT, Forest Supervisor  
U.S. Forest Service, Dixie National Forest

Date

The authority and format of this agreement have been reviewed and  
approved for signature.

Digitally signed by RITA  
ARENAS  
Date: 2024.06.10 09:21:40  
-06'00'

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RITA ARENAS  
U.S. Forest Service Grants Management Specialist

Date

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

## SCHEDULE A

Dixie National Forest

Kane County, State of Utah

USFS Agreement Number: 24-RO-11040700-015

Kevin Wright, Forest Supervisor  
Dixie National Forest

Date

Wade Heaton, Commissioner  
Kane County

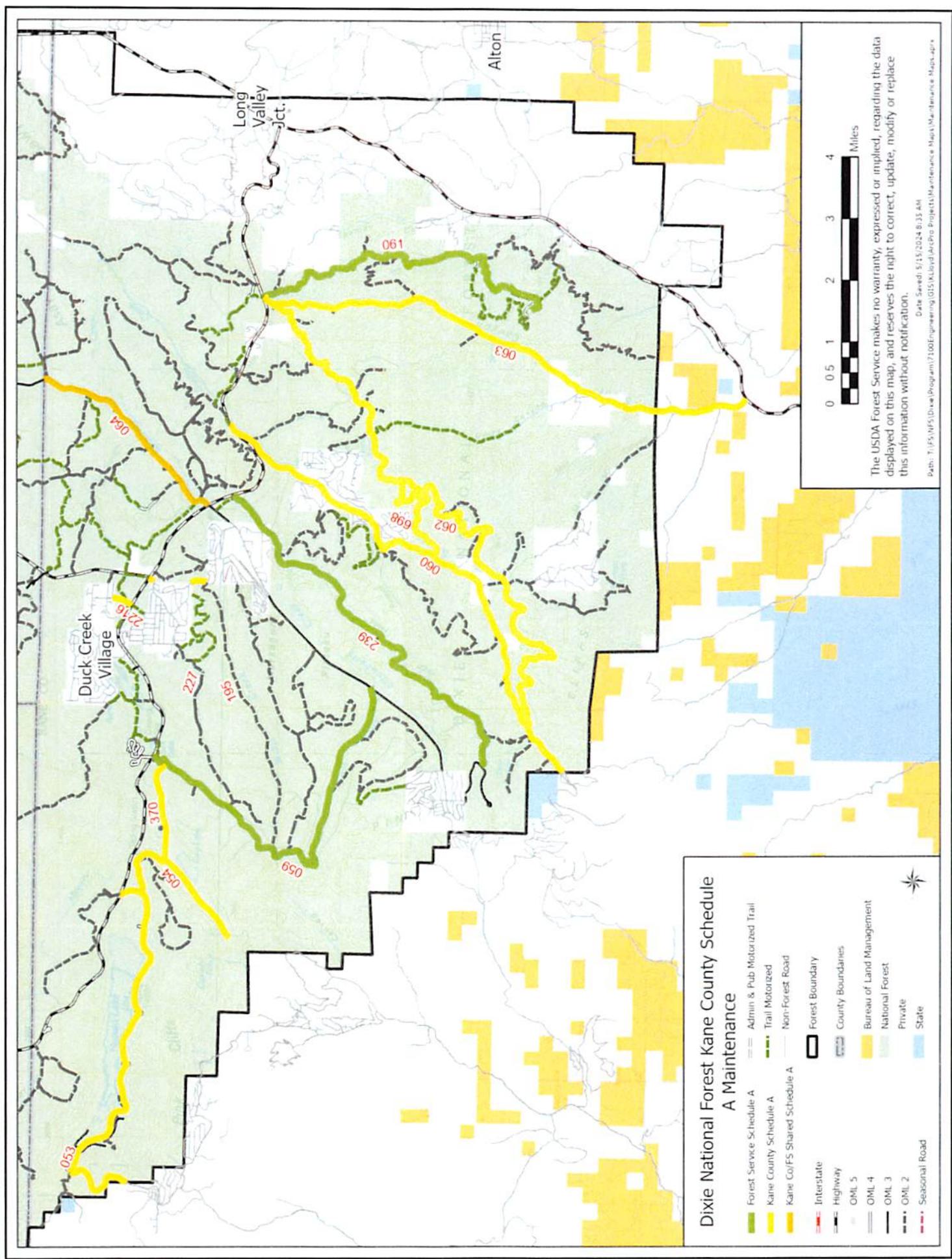
Date

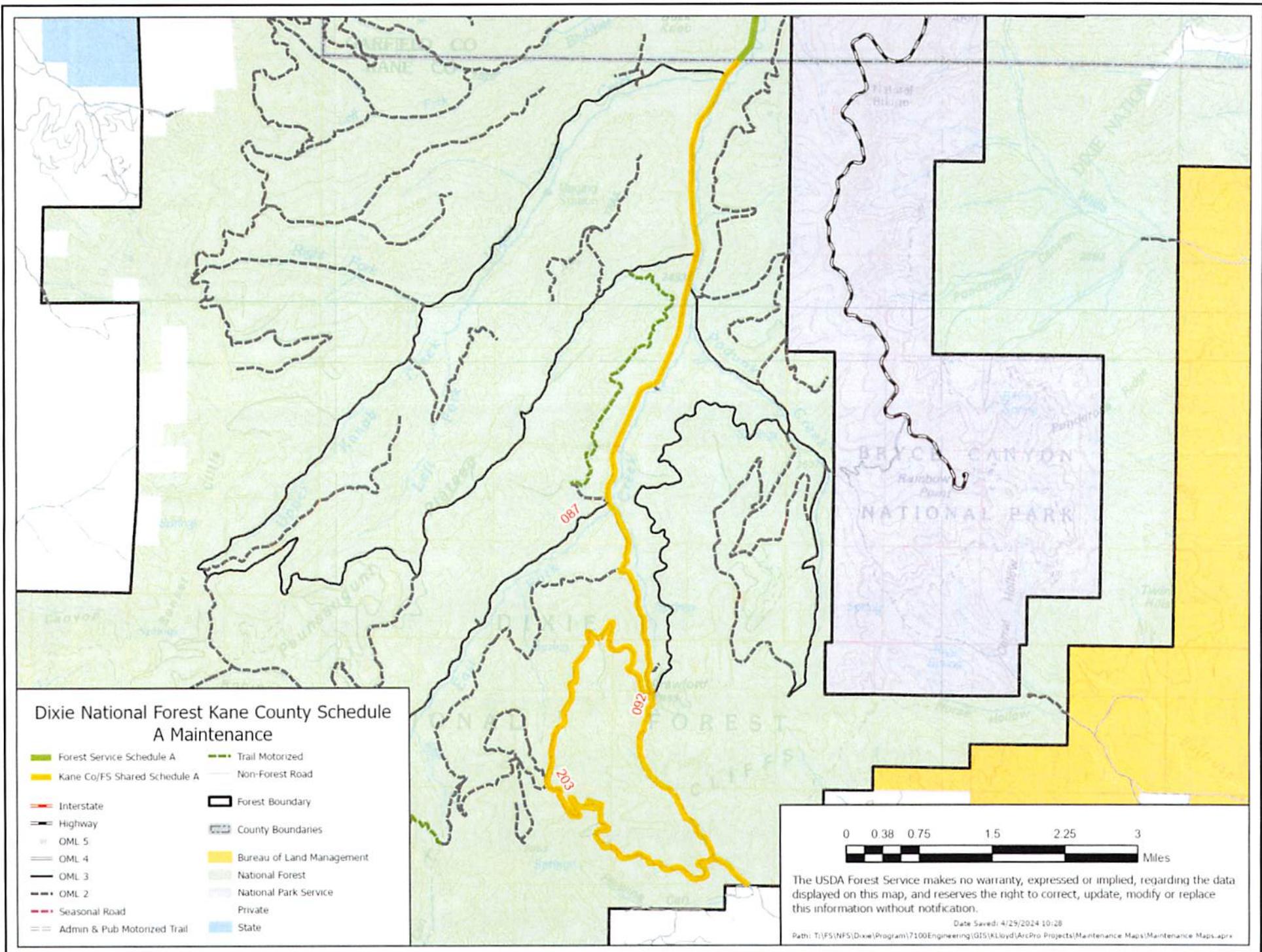
				COUNTY ROW			USFS ROW		ROAD RESTRICTIONS	ROAD MAINTENANCE & SIGNING		
USFS Agreement Number: 0				County has jurisdiction for law enforcement and authority to control and regulate use. Both County and USFS have law enforcement jurisdiction.			USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction.		Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	Insert Operating Maint. Level for all NFSR		
ROAD NAME	ROAD NUMBER NFSR	COUNTY	TERMINI	LENGTH	OWN	EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT	Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	ALL COUNTY	ALL USFS
Swains Creek	30060		SR 14 to Forest Boundary	8.80				x		May be subject to seasonal closures. Open to passenger cars.	3	
Swains Creek	30060		SR 14 to Private	1.40				x		May be maintained for public travel, year around (snow removal, leaving 2-4 inches on surface, proper side sloping)	3	
Stout Canyon	30063		SR 14 to Forest Boundary	7.16				x		May be subject to seasonal closures. Open to passenger cars.	3	
Stout Canyon	30063		SR 18 to Forest Boundary	1.58	x					May be subject to seasonal closures. Open to passenger cars.	3	
Harris Rim	30062		County Line to NFSR 30092	12.16				x		May be subject to seasonal closures. Open to passenger cars.	3	
Billingsly	30698		NFSR 30060 to NFSR 30062	2.32				x		May be subject to seasonal closures. Open to passenger cars.	3	
Aspen Mirror Estates	32216		SR 14 to Section 8	0.30				x		May be subject to seasonal closures. Open to passenger cars.	3	
Dry Valley	30370		NFSR 30054 to NFSR 30059	1.62				x		May be subject to seasonal closures. Open to passenger cars.	3	
Cascade Falls	30054		NFSR 30053 to Section 21 (End of road)	2.76				x		May be subject to seasonal closures. Open to passenger cars.	3	

**Schedule A**

USFS Agreement Number:	ROAD NAME		COUNTY ROW		USFS ROW		ROAD RESTRICTIONS		ROAD MAINTENANCE & SIGNING	
	ROAD NUMBER NFSR	COUNTY	TERMINI	LENGTH	OWN	EASEMENT	CLAIMED (Jnd. Dec. required)	OWN (USFS Land)	EASEMENT	ALL COUNTY ALL USES
			County has jurisdiction for law enforcement and authority to control and regulate use.		USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction.		Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	Insert Operating Maint. Level for all NFSR		
0										
Duck Creek Ridge	30227		NFSR 30059 to SR 14	0.09						
Willis Creek	30195		Private to Private Boundary	0.25						
Navajo Lake	30053		SR 14 to Forest Boundary	6.60	x	x				
Strawberry Ridge	30239		SR 14 to NFSR 30058	7.50		x				
Stout Canyon	30081		SR 14 to Section 18	6.30		x				
Ice Caves	30059		SR 14 to NFSR 30058	6.40		x				
East Fork Sevier	30087		County Line to NFSR 30092	4.96		x				
Crawford	30092		NFSR 30087 to Private	4.76		x				
Local	30203		NFSR 30092 to NFSR 30092	6.80		x				

**Schedule A**





# ITEM # 3

Spencer Rollo-Assistant Fire Warden

# **ITEM # 4**

**State of Utah Bailiff and Security Contract**

STATE OF UTAH  
CONTRACT

CONTRACT # 152121 AMENDMENT # 9

Vendor #	24743G	CommCd	00000
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TO BE ATTACHED TO AND MADE PART OF the above numbered contract by and between the State of Utah, Administrative Office of the Courts, referred to as State and Kane County Sheriff.

**THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:**

1. **Contract period:** 07/01/24 Effective Date  
06/30/25 Termination Date unless terminated early or extended in accordance with the terms and conditions of this contract.  
**Renewal options:** Unlimited (they are required by statute to provide these services). All payments under this contract will be completed within 90 days after the Termination Date.

2. **Contract amount:**

	Hrs Allotted	Hrly Rate	Contract Amt	Total
Bailiff Security	365	\$32.75	\$11,952.00	
Perimeter Security	698	\$32.75	\$22,860.00	<b>\$34,812.00</b>

3. **Attachment A: Terms & Conditions**

**Attachment B: Scope of Work**

**Attachment C: Sample Invoice (removed); (inserted) Payment**

4. **Contact Information:**

**Courts:** Sixth District & Juvenile Court  
Attn: Christopher Morgan  
Addr: 845 East 300 North  
City/Zip: Richfield 84701  
Phone: 435 896-2700  
E-mail: christopherm@utcourts.gov

**County:** Kane County Sheriff  
Attn: Tracy Glover  
Addr: 76 North Main Street  
City/Zip: Kanab 84741  
Phone: 435 644-4916  
E-mail: sheriffglover@kane.utah.net

IN WITNESS WHEREOF, the parties sign and cause the contract to be executed.

**COUNTY**

**AOC**

County Commission

  
County Sheriff

Court Security Director or AOC Designee

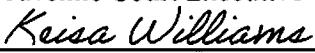
County Attorney

District Court Executive

**LEGAL STATUS OF CONTRACTOR**

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Juvenile Court Executive

 5/8/24

Court Counsel

Availability of Funds

State Division of Finance

## **ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts**

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-22-2, 17-22-27 and UC78A-2-602.
- 2. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal, and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- 3. RENEgotiation OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
- 4. TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.
- 5. NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.
- 6. INDEMNIFICATION:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. Each party shall indemnify and hold the other free and harmless from all claims that arise as a result of the negligence or fault of the other, its officers, agents and employees. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101 *et.seq.*, including, but not limited to, the liability limits contained therein.
- 7. EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.
- 8. PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.
- 9. COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-22-2, 17-22-23, 17-22-27 and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.
- 10. EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e., magnetometers, surveillance and other monitoring devices) provided by the State.

11. **NOTICE:** The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.
12. **PROBLEM RESOLUTION:** The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.
13. **CONTINUTITY OF COURT OPERATIONS:** The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.
14. **SECURITY INCIDENT REPORTING:** The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.
15. **SECURITY REVIEWS:** The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March 2014, and provided by the Courts.
16. **TRAINING:** The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.
17. **ENTIRE CONTRACT:** This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Revised (04/24/2024)

## ATTACHMENT B: SCOPE OF WORK

### **Bailiff Services:**

- A. County shall assign such law enforcement or special function officers as bailiffs in each courtroom when court is in session in the Sixth District, District and Juvenile Courts in Kane County.
- B. County and AOC through their designees shall coordinate the staffing, scheduling and service levels at the various court locations with the goal of promoting efficiency and quality. The County is hiring authority for all officers assigned under this contract; however, the appointment or reassignment of a courtroom bailiff is subject to the concurrence of the judges with whom the bailiff will work/works.

### **Security Service:**

Sheriff agrees to provide court security services and such other duties as may be required by law for the Sixth District, District and Juvenile Courts in Kane County. The Sheriff agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. The Sheriff agrees to provide security staff sufficient to provide full-time door access security. Court security services will be provided from Monday through Friday of each week, excepting legal holidays or other days the court is closed, during the hours of 7:30 a.m. to 5:30 p.m. and any hour that the court is open before or after those times.

### **Court Security Plan:**

In accordance with Rule 3-414, *Utah Code of Judicial Administration*, the court executive in consultation with the Sheriff, has developed a court security plan. The plan outlines the responsibilities of the Sheriff, and a written copy of that plan has been provided to the Sheriff. The Court Security Plan is hereby incorporated by reference into this contract.

Revised (04/24/2024)

## **ATTACHMENT C: PAYMENT**

1. The AOC agrees to pay to the County the annual amounts listed on page 1 of this amendment # 9, not to exceed the total contract amount.
2. The County will invoice the AOC once every month, within 30 days after the end of the month for one-twelfth (1/12) of the total yearly amount; however, the last invoice for the fiscal year will be due no later than July 10.
3. The invoice will contain the total hours of Bailiff and Perimeter security hours provided.
4. Any invoice submitted in connection with this agreement shall be sent (USPS or electronically) to the Contact Information for Courts listed on page 1 or as below.

**Courts: Sixth District & Juvenile Court**

Attn: Christopher Morgan  
Addr: 845 East 300 North  
City/Zip: Richfield 84701  
Phone: 435 896-2700  
E-mail: christopherm@utcourts.gov

Revised (01/08/2024)

# **ITEM # 5**

**Portable Toilet Bid Award**

# ITEM # 6

Review of Legislative Issues

# **ITEM # 7**

**Commissioner Report on Assignments**