

**COMMISSION MEETING  
PACKET**

**DATE:**

**June 24, 2025**



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

**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 24, 2025** at the hour of **10:00 A.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.

View Online [www.kane.utah.gov/publicmeetings](http://www.kane.utah.gov/publicmeetings) or Dial: (US) +1 240-394-8436 – PIN: 821 151 844#

**CALL MEETING TO ORDER**

**WELCOME**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT:**

**CONSENT AGENDA:**

Check Edit Report: June 11, 2025-\$1,899,455.51 and June 18, 2025-\$508,465.64

Approval of: Commission Meeting Minutes for June 10, 2025

**REGULAR SESSION:**

1. **Recognition of Judge Gary Johnson for his Years of Service as the Kane County Justice Court Judge / Commissioner Brown**
2. **Public Hearing Regarding Ordinance 2025-15 and 2025-16**
3. **Ordinance 2025-15 an Ordinance Amending and Vacating Amended Lot 1 in the Bryce Woodland Estates Subdivision, Block 12, Unit 6F and Vacating Lot 1 out of the Subdivision and Placing it into Parcel 8-5-4-1 and Vacating a Five-Foot Public Utility Easement - Shannon McBride / Commissioner Brown**
4. **Ordinance 2025-16 an Ordinance Vacating a Five-Foot Public Utility Easement in the Bryce Woodland Estates Subdivision, Block 12, Unit 6F - Shannon McBride / Commissioner Brown**



- 5. Ordinance 2025-11 an Ordinance Revising Kane County General Plan to Include a Water Conservation Element as Mandated by Utah Code 17-27a-(403) and Section 73-10-32 - Shannon McBride / Commissioner Brown**
- 6. Ordinance 2025-13 an Ordinance Revising Kane County Land Use Ordinance Chapter 20 Planned Unit Development Section 3 (d) Rezone and Planned Unit Development Application Approval Process - Shannon McBride / Commissioner Brown**
- 7. Ordinance 2025-14 an Ordinance Revising Kane County Land Use Ordinance Potentially Eliminating Any New Residential 1 Zones in New Subdivisions and Potentially Allowing a Percentage of Less Than 2 Acre Lots in R-2 Zones; and Requiring 500' Notice for All Zone Changes - Shannon McBride / Commissioner Brown**
- 8. Ordinance 2025-17 an Ordinance Amending the Zoning of Lot 6-51 from Commercial 1 to Commercial 2 - Shannon McBride / Commissioner Brown**
- 9. Ordinance 2025-19 an Ordinance Revising Kane County Land Use Ordinance Chapter 21 Subdivision Regulations Article K. Ag Rural Unimproved Split Section 3 Ag Rural Unimproved Split Application (7) and Article L. Minor Subdivisions Section 2 Utah State Code Section 17-27a-605 (4) to be in Compliance with Utah Code 17-27a-605 (4) Et. Seq. - Shannon McBride / Commissioner Brown**
- 10. Bid Award for Fire District Feasibility Study / Full Commission**
- 11. Discuss/Vote on Proposed Agreement with Kanab City for Potential Structural Fire Response to Unincorporated Parcels in Kane County which Receive Services from Kanab City / Full Commission**
- 12. Discuss/Vote on the Indigent Defense Commission Award Offer and Grant Agreement FY26 / Commissioner Kubeja**
- 13. Discuss/Vote on Commission Support for Alton's De-annexation of Certain Portions of Alton Town (Resolution No. R 2025-19) / Full Commission**
- 14. Discuss/Vote on Position of Support for United States Senate Legislation for Targeted Disposal of 1% or Less of Federally Controlled Land for Local Housing and Community Infrastructure (Resolution No. R 2025-20) / Full Commission**
- 15. 2025 Tax Sale Minutes / Full Commission**
- 16. Review of Legislative Issues / Full Commission**
- 17. 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:

Check Edit Report: June 11, 2025-\$1,899,455.51 and  
June 18, 2025-\$508,465.64

Commission Meeting Minutes for June 10, 2025



**MINUTES  
OF THE KANE COUNTY  
BOARD OF COMMISSIONERS' MEETING  
June 10, 2025 at 10:00 AM  
IN THE KANE COUNTY COMMISSION CHAMBERS,  
76 NORTH MAIN, KANAB, UTAH**

**Present:** Chair Celeste Meyeres, Commissioner Patty Kubeja, Commissioner Gwen Brown, Attorney Jeff Stott, Sheriff Tracy Glover, Clerk/Auditor Chameill Lamb, Deputy Clerk/Auditor Candice Brown

**Also Present:** Janette Peatross, Keiren Chatterley, Taylor Glover, Camberly Anderson, Morgan Shakespear, Rhonda Gant, and Devin Reed

**CALL MEETING TO ORDER:** Commissioner Meyeres

**WELCOME:** Commissioner Meyeres

**INVOCATION:** Drew Chamberlain

**PLEDGE OF ALLEGIANCE:** Pat Guerrero

**PUBLIC COMMENT:**

No public comment.

**CONSENT AGENDA:**

Check Edit Report: May 28, 2025-\$764,237.11

**Motion** to approve the Check Edit Report and the Commission Meeting Minutes for May 19, 2025 and May 27, 2025 and Ordinance 2025-18 made by Commissioner Brown and motion carried with all Commissioners present voting in favor.

**REGULAR SESSION:**



**1. Kane County Ordinance No. O 2025-20 an Ordinance Amending the Term Length for Board Members of the Kane County Economic Opportunity Board / Commissioner Meyeres**

Commissioner Meyeres stated that initially our ordinance that we thought was in compliance with the state code, which called for a 2-year term, but it is now a 4-year term. This ordinance will put us compliant with state code.

**Motion** to adopt Ordinance 2025-20 making the term length 4 years instead of 2 years made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye  
Commissioner Kubeja-aye  
Commissioner Meyeres-aye

**2. Public Hearing Regarding the Board Appointments of Alan Seilhammer to the CEO Board and Camberly Anderson, Kim Blake, Robin Coleman, LaRisa Edwards, Patty Kubeja, Kyler Ludwig, and Morgan Shakespear to the Kane County America250 Board**

Commissioner Meyeres opened it up for public hearing.

No public comment.

Commissioner Meyeres closed public hearing.

**3. Kane County Resolution No. R 2025-15 a Resolution Appointing Alan Seilhammer to the Kane County Economic Opportunity Board / Commissioner Meyeres**

**Motion** to adopt Resolution No. R 2025-15 appointing Alan Seilhammer to the Kane County Economic Opportunity Board with the term ending December 31, 2028 made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye  
Commissioner Kubeja-aye  
Commissioner Meyeres-aye

**4. Kane County Resolution No. R 2025-16 a Resolution Appointing Camberly Anderson, Kane County Office of Tourism; Kim Blake, Kane County School District; Robin Coleman, Kanab Elementary School; LaRisa Edwards, TRT/Restaurant; Patty Kubeja, Kane County Commissioner; Kyler Ludwig, Kanab City; and Morgan Shakespear, Volunteer; to the Kane County America250 Board / Commissioner Kubeja**



**Motion** to approve Kane County Resolution R 2025-16 a Resolution Appointing Camberly Anderson, Kane County Office of Tourism; Kim Blake, Kane County School District; Robin Coleman, Kanab Elementary School; LaRisa Edwards, TRT/Restaurant; Patty Kubeja, Kane County Commissioner; Kyler Ludwig, Kanab City; and Morgan Shakespear, Volunteer; to be on the Kane County America250 Board made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye  
Commissioner Kubeja-aye  
Commissioner Meyeres-aye

**5. Discuss/Approve Vehicle Emergency Response Agreement Between Kanab City and Kane County / Full Commission**

Attorney Stott mentioned that this agreement allows Kanab City Fire Department to respond to vehicle emergency fires or any other vehicle emergency that requires fire fighting skills and certified equipment.

**Motion** to approve the Vehicle Emergency Response Agreement between Kanab City and Kane County made by Commissioner Brown and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye  
Commissioner Kubeja-aye  
Commissioner Meyeres-aye

**6. Discuss/Approve Structural Fire Response Waiver of Liability Agreement with Kanab City and Kane County / Full Commission**

Attorney Stott stated that as the county has created the Vermillion Cliffs Special Service District and as they are expanding the Church Wells Special Service District, there are still a few properties that aren't receiving fire protection services. While the county moves forward in figuring out how to get fire protection services for everyone, we would like something in place to make sure that Kanab City Fire can respond if they choose to.

There needs to be some changes to the agreement that Attorney Stott will make. It will then get sent to Kanab City to get their input and then we will put it back on the commission agenda for approval.

**7. Discuss/Vote on Resolution No. R 2025-17 a Resolution Appointing J. Shea Owens as the Kane County Justice Court Judge / Full Commission**



This resolution is selecting J. Shea Owens as the candidate that the commission is choosing to send to the judicial committee that will officially confirm or appoint. On the resolution the word “appointing” will be taken off and be replaced with “selecting” and the June 6, 2025 date will be taken off.

**Motion** to approve Resolution No R 2025-17 a resolution selecting J. Shea Owens as the Kane County Justice Court Judge with the amendments as described made by Commissioner Brown and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye  
Commissioner Kubeja-aye  
Commissioner Meyeres-aye

**8. Discuss/Approve Kane County Resolution No. R 2025-18 a Resolution Giving Notice of Intent to Annex Certain Territory into the Church Wells Special Service District for Fire Protection Services Only / Commissioner Kubeja**

**Motion** to approve Kane County Resolution No. R 2025-18 a resolution giving Notice of Intent to annex certain territories into the Church Wells Special Service District for fire protection services only as presented in the legal description with a public hearing set for Tuesday, July 22 at 6 pm in the Commission Chambers at 76 N. Main made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye  
Commissioner Kubeja-aye  
Commissioner Meyeres-aye

The territory involves Powell Springs, Clark Bench, and Paria.

**9. Approval of the Pelorus Financial Software Contract / Commissioner Meyeres**

Devin Reed stated that they have been exploring options to replace our current financial software, which is long overdue. Our current software was purchased in 2005. They have evaluated several different alternatives and they are recommending that they purchase Pelorus Methods.

**Motion** to approve the Pelorus Financial Software Contract as presented made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye  
Commissioner Kubeja-aye  
Commissioner Meyeres-aye



**10. Approval for Matching the Co-op Marketing Grant for the Office of Tourism / Commissioner Kubeja**

Commissioner Kubeja stated that for many years the Office of Tourism has applied for and gotten a grant. It is over \$50K so it is supposed to have full commission approval. The grant allows us to do some more marketing and this year the max ask got changed to \$225K.

Janette said with the grant there are stipulations that 70% has to be spent out of state and that the match they have to make just comes out of their budget.

**Motion** to approve the Matching Co-op Marketing Grant from the State of Utah Office of Tourism for our Office of Tourism in the amount of \$225K made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye  
Commissioner Kubeja-aye  
Commissioner Meyeres-aye

**11. Discuss/Approve 6th District Court Security Contract with Utah State / Commissioner Kubeja**

Sheriff Glover said this is a District Court Security Contract for bailiff services and court security. It is a contract between the sheriff and the Administrative Office of the Courts and is over \$50K. He said with the new court security model and plan it has increased from around \$2,900 to \$5,677 per month.

**Motion** to approve the 6<sup>th</sup> District Court Security Contract with Utah State for the period of July 1, 2025 to June 30, 2026 as presented in the amount of \$68,124 is what the county will be paid for their services rendered to the state made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye  
Commissioner Kubeja-aye  
Commissioner Meyeres-aye

**12. Approval of the Tax Rates for 2025 / Full Commission**

Chameill presented the 2025 tax rates for Kane County.

**Motion** to approve the Tax Rates for 2025 made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.



Commissioner Brown-aye  
Commissioner Kubeja-aye  
Commissioner Meyeres-aye

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

Commissioner Meyeres stated that they have identified their priorities for the rest of the interim session, which starts June 17<sup>th</sup> as well as the legislative session that will start January 2026.

- 1) Address the preliminary municipality statute.
- 2) Adjust some of the trust lands policies regarding when ranching and grazing land is set to be change to another use.
- 3) Streamlining Title 17 of the State Code, which has to do with counties.

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

Commissioner Kubeja

- Had a great PRCA rodeo
- Cedar Mountain annual meeting
- Commissioners toured the Community Outreach Building

Commissioner Meyeres

- If you are not receiving the email the county sends out every week with updates, she encourages you to sign up
- Congresswoman Maloy was able to end the blockage to recreational use on 24-miles of the National Recreation Area
- All three commissioners met with the Forest Service and the DNR to talk about a fire pre-season coordinating brief
- Roger Brooks came and toured the county, held a workshop, and will be back in the next few weeks to give advice on potential OHV/ATV destination

Commissioner Brown

- Excited about decision on the new Justice Court Judge
- Bid opening for fire study will be held today
- Haven't heard anything new about the Preliminary Municipality Willow, it is still waiting for their feasibility study

Sheriff Glover gave an update on the Kaneplex and Buildings and Grounds.

**Motion** to adjourn at 11:35 A.M. made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.



**WHERE UPON MEETING WAS ADJOURNED**

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**Celeste Meyeres Chair**

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**Chameill Lamb Clerk/Auditor**



# **AGENDA ITEMS**



# ITEM # 1

Recognition of Judge Gary Johnson for his Years of  
Service as the Kane County Justice Court Judge



# ITEM # 2

Public Hearing Regarding Ordinance 2025-15 and 2025-  
16



# ITEM # 3

Ordinance 2025-15 an Ordinance Amending and Vacating  
Amended Lot 1 in the Bryce Woodland Estates  
Subdivision, Block 12, Unit 6F and Vacating Lot 1 out of  
the Subdivision and Placing it into Parcel 8-5-4-1 and  
Vacating a Five-Foot Public Utility Easement



## **KANE COUNTY COMMISSION AGENDA REQUEST**

Date of Commission Meeting Requested: June 24, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-15: AMD and VAC in Bryce Woodland Estates

Description: An Ordinance Amending And Vacating Amended Lot 1 In The Bryce Woodland Estates Subdivision, Block 12, Unit 6f And Vacating Lot 1 Out Of The Subdivision And Placing It Into Parcel 8-5-4-1 And Vacating A Five-Foot Public Utility Easement.

Motion: I moved to approve / deny Ordinance 2025-15 vacating the 5 foot public utility easement from lot 1 in the Bryce Woodland Estates Subdivision, Block 12 Unit 6F.

Attachments: Ordinance 2025-15, Plat

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:







BLOCK 12 UNIT 6F  
LOCATED IN NE 1/4 SEC. 4 OF SECTION 4,  
TOWNSHIP 38 SOUTH, RANGE 5 WEST,  
SALT LAKE BASE AND MERIDIAN

[illegible]

12/23/1945 to the Western Corner of said lot, and running Thence, along the northeast line of said lot, South 89° 18' 26" East 120.00 feet, to the Western Corner of said lot, Thence, along the northeast line of said lot, South 89° 18' 26" West 200.00 feet, to the Southeast Corner of said lot, Thence, along the northeast line of said lot, South 89° 18' 26" East 100.00 feet, to the Western Corner of said lot, Thence, along the northeast line of said lot, North 10° 18' 57" East 194.28 feet, to the POINT OF BEGINNING, containing 0.45 acres (more or less).

[illegible]

No.	Date	From	To	Rate
10	10/10/50	10/10/50	10/10/50	10/10/50

\_\_\_\_\_

<p> <u>DATE</u>      <u>TIME</u>  <u>BY</u>      <u>TO</u>  <u>FROM</u>      <u>TO</u> </p>	<p> <u>DATE</u>      <u>TIME</u>  <u>BY</u>      <u>TO</u>  <u>FROM</u>      <u>TO</u> </p>
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\_\_\_\_\_

LEGEND

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59

[illegible]

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DATE	1-25
BY	CM

[illegible]

BRY

1-800-222-2222



IRON ROCK



**KANE COUNTY ORDINANCE NO. O- 2025- 15**

**AN ORDINANCE AMENDING AND VACATING AMENDED LOT 1 IN THE BRYCE WOODLAND ESTATES SUBDIVISION, BLOCK 12, UNIT 6F AND VACATING LOT 1 OUT OF THE SUBDIVISION AND PLACING IT INTO PARCEL 8-5-4-1 AND VACATING A FIVE-FOOT PUBLIC UTILITY EASEMENT**

**WHEREAS**, the Kane County Planning Commission and the Kane County Board of Commissioners desire to amend the subdivision plat by vacating lot 1 of Bryce Woodland Estates Subdivision, Block 12, Unit 6F, removing it from the subdivision, and incorporating it into parcel 8-5-4-1; and

**WHEREAS**, the amendment includes vacating a five-foot public utility easement located at the rear of lot 1; and

**WHEREAS**, the proposed plat amendment complies with Kane County Land Use Ordinance 9-21E-9, "Vacating and Amending a Subdivision Plat," and with Utah Code §§ 17-27a-608, 609, 609.5, and 54-3-27; and

**WHEREAS**, the Kane County Administrative Land Use Authority has found good cause to vacate and amend the subdivision plat and the associated public utility easement; and

**WHEREAS**, after duly noticed public hearing, the Kane County Administrative Land Use Authority recommended approval of the proposed amendment and vacation; and

**WHEREAS**, the Kane County Board of Commissioners finds it in the public interest to implement the proposed amendment and vacate the relevant portions of the plat;

**NOW THEREFORE**, the County Legislative Body of Kane County, State of Utah, hereby ordains as follows:

**Section 1. *Vacation and Amendment of Plat.***

Lot 1 of the Bryce Woodland Estates Subdivision, Block 12, Unit 6F, is hereby vacated and removed from the subdivision and incorporated into Parcel 8-5-4-1.

**Section 2. *Vacation of Utility Easement.***

The five-foot public utility easement located at the rear of lot 1 is hereby vacated.

**Section 3. *Legal Description.***

The affected property is located in the NE¼ SE¼ of Section 4, Township 38 South, Range 5 West, Salt Lake Base and Meridian, Kane County, Utah. The full legal description is included in the amended plat, which shall be recorded along with this ordinance in the Kane County Recorder's Office.



**Section 4. *Effective Date.***

This Ordinance shall be deposited in the Office of the Kane County Clerk and shall take effect fifteen (15) days after the date signed below.

**Section 5. *Publication.***

The Kane County Clerk is hereby directed to publish a short summary of this Ordinance, including the names of the Commissioners voting for and against it, along with a statement that a complete copy is available for public inspection at the Office of the County Clerk. This publication shall appear at least once in a newspaper of general circulation within Kane County or as otherwise required by Utah law.

End of Ordinance

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Chameill Lamb  
Kane County Clerk

\_\_\_\_\_  
Celeste Meyeres  
Board of Commissioners  
Kane County

Commissioner Brown voted \_\_\_\_\_  
Commissioner Kubeja voted \_\_\_\_\_  
Commissioner Meyeres voted \_\_\_\_\_



# ITEM # 4

Ordinance 2025-16 an Ordinance Vacating a Five-Foot Public Utility Easement in the Bryce Woodland Estates Subdivision, Block 12, Unit 6F



## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 24, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-16: Vacate Public Utility Easement in Bryce Woodland Estates

Description: An Ordinance Vacating A Five Foot Public Utility Easement In The Bryce Woodland Estates Subdivision, Block 12, Unit 6f.

Motion: I moved to approve / deny Ordinance 2025-16 vacating the 5 foot public utility easement from lot 34 in the Bryce Woodland Estates Subdivision, Block 12 Unit 6F.

Attachments: Ordinance 2025-16, Plat

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:







**KANE COUNTY ORDINANCE NO. O-2025-16**

**AN ORDINANCE VACATING A FIVE FOOT UTILITY EASEMENT IN THE BRYCE WOODLAND ESTATES SUBDIVISION, BLOCK 12, UNIT 6F**

**WHEREAS**, the Kane County Administrative Land Use Authority and the Kane County Board of Commissioners desire to amend the subdivision plat by vacating a five-foot public utility easement from old lot 34 of Bryce Woodland Estates Subdivision, Block 12, Unit 6F; and

**WHEREAS**, the proposed plat amendment complies with Kane County Land Use Ordinance 9-21E-9, "Vacating and Amending a Subdivision Plat," and with Utah Code §17-27a-608, 609, 609.5, and 54-3-27; and

**WHEREAS**, the Kane County Administrative Land Use Authority has found good cause to vacate the five-foot public utility easement; and

**WHEREAS**, after duly noticed public hearing, the Kane County Administrative Land Use Authority recommended approval of the proposed amendment and vacation; and

**WHEREAS**, the Kane County Board of Commissioners finds it in the public interest to implement the proposed amendment and vacate the five-foot public utility easement;

**NOW THEREFORE**, the County Legislative Body of Kane County, State of Utah, hereby ordains as follows:

**Section 1. *Vacation of Utility Easement.***

The five-foot public utility easement located at the rear of lot 34 is hereby vacated.

**Section 2. *Legal Description.***

The affected property is located in the NE¼ SE¼ of Section 4, Township 38 South, Range 5 West, Salt Lake Base and Meridian, Kane County, Utah. The full legal description is included in the amended plat, which shall be recorded along with this ordinance in the Kane County Recorder's Office.

**Section 4. *Effective Date.***

This Ordinance shall be deposited in the Office of the Kane County Clerk and shall take effect fifteen (15) days after the date signed below.

**Section 5. *Publication.***

The Kane County Clerk is hereby directed to publish a short summary of this Ordinance, including the names of the Commissioners voting for and against it, along with a statement that a complete copy is available for public inspection at the Office of the County Clerk. This publication shall appear at least once in a newspaper of general circulation within Kane County or as otherwise required by Utah law.



End of Ordinance.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Chameill Lamb  
Kane County Clerk

\_\_\_\_\_  
Celeste Meyeres  
Board of Commissioners  
Kane County

Commissioner Brown voted \_\_\_\_\_  
Commissioner Kubeja voted \_\_\_\_\_  
Commissioner Meyeres voted \_\_\_\_\_



# ITEM # 5

**Ordinance 2025-11 an Ordinance Revising Kane County General Plan to Include a Water Conservation Element as Mandated by Utah Code 17-27a-(403) and Section 73-10-**



## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 24, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-11: General Plan Chapter 8

Description: An Ordinance Revising Kane County General Plan to Include a Water Conservation Element as Mandated by Utah Code 17-27a-(403) and Section 73-10-32.

MOTION: I move to recommend denying/approving Ordinance 2025 -11 based on the facts and findings as documented in the ordinance.

Attachments: Ordinance 2025-11, Copy of the General Plan Chapter 8

Dept. Head/Owner: Shannon McBride

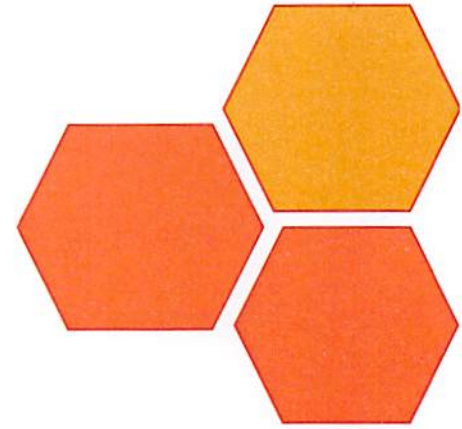
Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:



## Chapter 8 – Water Use & Prevention



Due to the size and nature of Kane County, water is provided by several separate public and private water systems and irrigation companies. Each system is as unique as the area it services.

Kane County Water Providers				
Provider	Current Connections	Active Wells	Storage Capacity in Gallons	Potential Connections
Best Friends Animal Society	115	2	246,000	169
Church Wells SSD	102	2	470,000	370
East Zion SSD Ranch at Zion Zion Mountain Resort Zion Peak Water Co	515	4	690,000	3500
Elkridge Water Company	120	2	340,000	160
Kane County Water Conservancy District	3,575	10	2.5 million	11,900

For all new commercial, industrial, institutional developments, common interest communities, or multifamily housing projects, Kane County requires the implementation of low water use landscaping standards, in accordance with Chapter 21(C)(2)(4) of the Kane County Land Use Ordinance.

\*None of Kane County's water systems draw from or impact the Great Salt Lake.



## Best Friends Animal Society (BFAS)

### System Overview

Best Friends Animal Society (BFAS) operates its own water system with 115 metered connections. The organization draws water from two active wells and stores it in two tanks with a combined capacity of 246,000 gallons. Though BFAS is below the legal threshold of 500 connections, it voluntarily implements a water conservation plan to guide sustainable use and future growth.

### Water Demand & Usage

- System designed for current and future residential/commercial growth.
- Demand managed internally with full oversight over supply and distribution.

### Conservation Measures

- **Leak Detection:** Master and individual meters with built-in leak detection
- **Use Comparison:** Assessment of residential vs. agricultural use for balance
- **Low Flow Devices:** Installed as available and based on use

### System Planning & Coordination

BFAS conducts strategic infrastructure planning independently of the Kane County Water Conservancy District. The organization ensures that its storage, supply, and distribution systems align with long-term sustainability goals.

### Policy & Ordinance Recommendations

- **Landscaping:** Encouragement of native and low-water plants
- **Irrigation:** Use of drip irrigation where practical
- **Certification:** Utility Manager is certified in water conservation
- **Water Rights:** 0.45 acre-feet required per residential connection

### Next Steps

- Increase public education on water efficiency
- Continue internal coordination for sustainable planning

### Conclusion

BFAS's voluntary conservation plan reflects its commitment to responsible water use, infrastructure investment, and community stewardship.



## Church Wells Special Service District (CWSSD)

### System Overview

The Church Wells Special Service District serves 102 water connections, drawing from the Navajo Aquifer via two wells. Its storage capacity totals 470,000 gallons, with the system capable of pumping up to 12,000 gallons per hour when both wells are active.

### Water Demand & Usage

- **Residential:** 92 connections (30% seasonal)
- **Commercial:** 7 users (10,000–60,000 gallons/month)
- **Industrial:** 3 cattlemen (~100,000 gallons/month total)
- **Peak Demand:** Up to 90,000 gallons/day in summer

### Conservation Measures

- **Tiered Rate Structure:** Higher residential use pays more; flat rate for industrial
- **Backflow Prevention:** Targeted at high-use customers
- **Metering & Leak Detection:** Transition to radio-read meters
- **Education & Outreach:** Emphasis on conservation through communication and landscaping practices

### System Planning & Coordination

The district continues to upgrade its infrastructure and maintain compliance with state water management regulations. Planning includes monitoring system efficiency and working with stakeholders to ensure service reliability.

### Policy & Ordinance Updates

- Encouragement of efficient water use via pricing and education
- No specific landscaping ordinances mentioned

### Next Steps

- Continue infrastructure upgrades and conservation education
- Monitor usage trends and engage community

### Conclusion

CWSSD supports sustainable water management through pricing strategies, infrastructure modernization, and community outreach.



## East Zion Area

### Collaborative Planning for Sustainable Water Use in the East Zion Area

Due to the anticipated growth in the East Zion area, Kane County is seeking to collaborate closely with local water providers to ensure that effective water conservation measures are implemented. This partnership will also help guarantee that, as new subdivisions are planned and developed, there will be an adequate and sustainable water supply to support them.

### System Overview

Zion Peak Water Company (PWSD ID: 13067), East Zion Special Service District (PWS ID: 13044), Zion Mountain Resort (PWD ID: 13055), and Ranch at Zion (PWS ID: 13054) are interconnected public water systems located just east of the eastern boundary of Zion National Park. These systems share common infrastructure, including water storage tanks and wells, and collectively serve areas such as Zion Ponderosa, Zion Mountain Ranch, Clear Creek Ranch, Peaches, Fly-In LD Ranch, the Discovery Center, and other connections within the East Zion area.

### Water Demand & Usage

- These water systems provide culinary water for:
  - Residential use
  - Commercial operations
  - Hospitality services in the East Zion area
- Water demand is expected to increase significantly due to:
  - Projected population growth
  - Rising tourism in the region
- Ongoing efforts aim to ensure that:
  - Current infrastructure supports existing water needs
  - Future water demands are met sustainably

### Conservation Measures

The East Zion systems support and align with Utah's statewide goal to reduce per capita water consumption. Several proactive strategies have been implemented to promote and enforce water conservation:

- **Regulating:** Covenants, Conditions, and Restrictions (CC&Rs) in some subdivisions limit outdoor water use.
- **Metering:** All new connections must install meters per construction standards.
- **Tiered Rate Structure:** Tiered water rate structures are used to incentivize conservation.
- **Education:** Regular public outreach via newsletters and flyers promotes water-wise habits.
- **Leak Detection:** Flume monitors in use



- **Rate Structure:** \$75/month for first 7,000 gallons; \$0.04/gallon above
- **Impact Fees:** \$3,000 (water) and \$15,000 (sewer)
- **Restrictions:**
  - Sprinkler systems required for large-guest homes
  - Reverse osmosis discouraged due to waste
  - Kane County prohibits short-term rentals in dry subdivisions like Little Ponderosa (recorded in 1966) in an effort to encourage property owners to pursue the establishment of new water system connections.

## System Planning & Coordination

Ongoing planning efforts include evaluating drinking water sources, expanding storage capacity, and working with developers to coordinate infrastructure needs. Impact Fee Facility Plans are also in development.

## Policy & Ordinance Updates

Policy initiatives reflect a commitment to conservation and future readiness, including:

- **Metering:** Mandating meters on all new water connections.
- **Tiered Rate Structure:** Implementing tiered water rate billing structures.
- **Regulation:** Allowing subdivision-specific CC&Rs to regulate water use.
- **Oversite:** Ongoing review of development policies and regional planning coordination with Kane County and the State of Utah.
- **Landscaping Restrictions:** Low-water landscaping required in certain zones
- **Water Rights:** 0.45 acre-feet required per residence
- **Enforcement:** \$7.50 monthly late fee; 18% annual interest; possible liens

## Next Steps

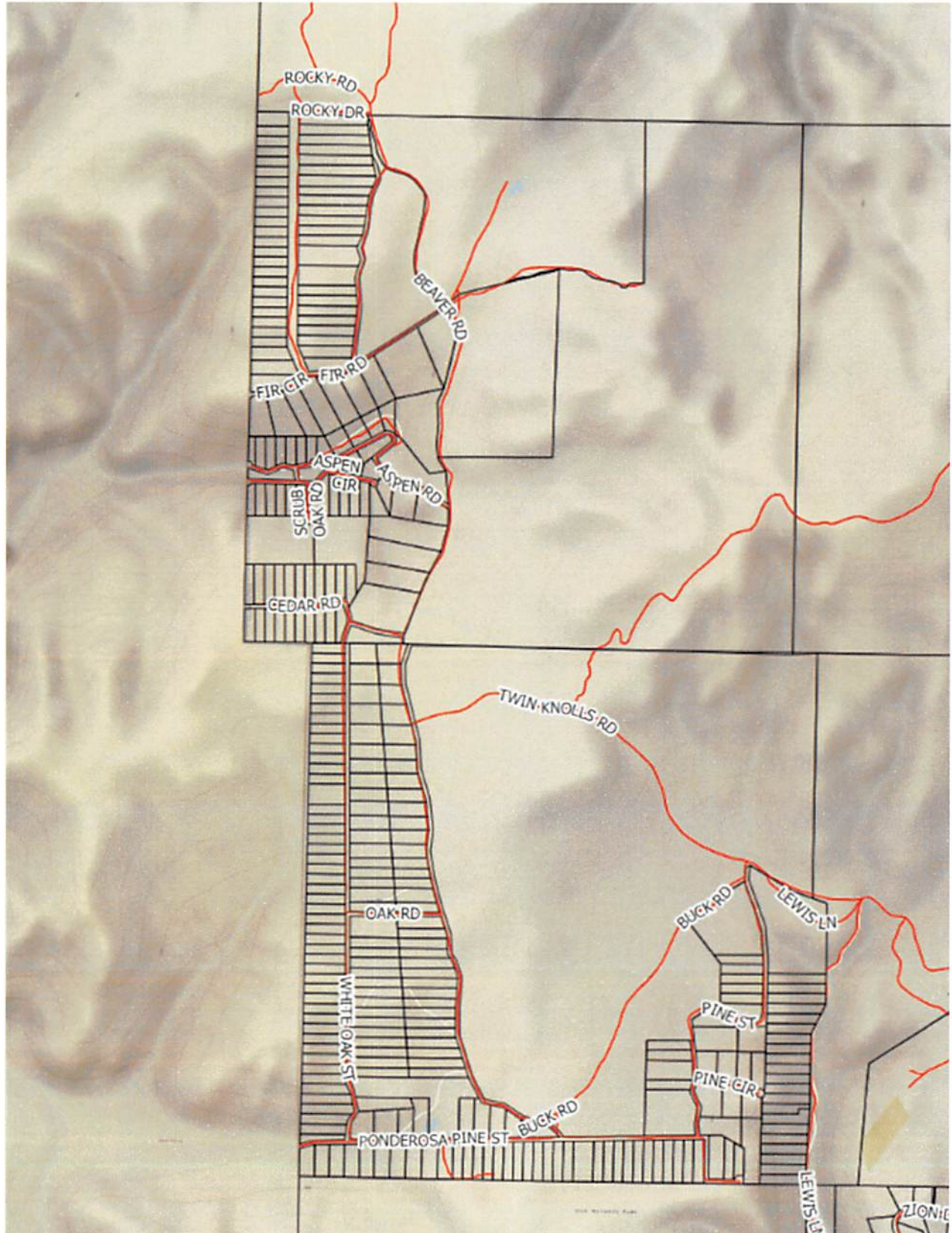
Key action items for the continued success of the East Zion water systems include:

- Completion and integration of new water storage tanks and wells.
- Finalization and implementation of the regional water master plan update.
- Expansion of conservation education efforts.
- Monitoring of population growth and tourism impact to refine infrastructure planning.
- Coordinated planning with local and state agencies for sustainable resource management.
- Set conservation benchmarks
- Enhance public education efforts

## Conclusion



The four interconnected water systems serving East Zion are proactively addressing current and future water needs through infrastructure investment, policy improvements, and conservation initiatives. With population projections estimating growth from 7,667 in 2020 to 21,490 by 2060 in Kane County, these systems are positioning themselves to ensure sustainable and reliable water delivery for decades to come.





## Elk Ridge Estates Water Company (EREWC)

### System Overview

Elk Ridge Estates Water Company is a privately run system owned by subdivision lot holders. It currently serves 95 connections, with infrastructure in place to expand to 160. The system draws from three wells (two active) and stores water in three tanks with a total capacity of 340,000 gallons.

### Water Demand & Usage

- **Monthly Allowance:** 5,500 gallons included
- **Excess Usage:** \$20 per 1,000 gallons
- **Outdoor Use:** Not permitted

### Conservation Measures

- **Metering:** All connections metered
- **Leak Detection:** Ongoing; SCADA system in development
- **Landscaping:** EREWC does not allow any outside watering for lawns, gardens, landscaping, etc.

### System Planning & Coordination

Governance and planning are handled internally by a board of directors made up of lot-owning shareholders. All infrastructure maintenance and upgrades are performed independently.

### Policy & Governance

- **Bylaws:** Governed by board
- **Water Rights:** 0.45 acre-feet per lot, non-transferable
- **Impact Fees:** None; lot purchase includes water shares

### Next Steps

- Continue technological upgrades (e.g., SCADA)
- Maintain conservation via usage limits

### Conclusion

EREWC ensures sustainable water use through private governance, strict conservation rules, and future tech implementation.



## Kane County Water Conservancy District (KCWCD)

*KCWCD Full Water Conservancy Plan can be found in Appendix F*

### System Overview

KCWCD was established in 1992 and manages a \$50 million water infrastructure system serving over 3,600 culinary connections through more than 100 miles of pipeline. It owns over 40,000 acre-feet of water rights and serves the Duck Creek, Johnson Canyon, and East Kane service areas.

Area	Connections	Wells	Storage	Future Capacity
Duck Creek	2986	5	1.4 million gal.	8,000 connections
Johnson Canyon	524	3	750,000 gal.	3,700 connections
East Kane	65	2	350,000 gal.	200 connections

### Water Demand & Usage

- 2023 gallons per capita per day: 233 (well below Utah's 2030 goal of 305 gpcd)

### Conservation Measures

- **Public Education:** Seasonal tips and "Slow the Flow" campaign
- **Leak Alerts:** Monthly monitoring for fast response
- **Graduated Rates:** Example: \$38.75 base + up to \$3.50/1,000 gallons for excess
- **Annual Audits:** Subdivisions selected for system-wide leak and efficiency checks
- **Landscaping:** EREWC does not allow any outside watering (lawns, gardens, landscaping, etc)

### System Planning & Coordination

Future infrastructure includes the 6,000 acre-foot Cove-East Fork Reservoir to support towns like Mount Carmel and Glendale, a 500 acre-foot reservoir for Alton, and aquifer recharge projects in Johnson Canyon and Kanab Creek. Additional wells are being drilled to meet rising demand.

### Policy & Ordinance Updates

- Supports Utah's 14–22% gpcd reduction goals by 2065
- Promotes county-wide compliance with state conservation mandates



## Next Steps

- Continue infrastructure expansion
- Maintain below-goal gpcd rates
- Plan for projected population of 21,490 by 2060

## Conclusion

KCWCD is a regional leader in water conservation, combining infrastructure investment, policy enforcement, and public education to meet future demands sustainably.

## Water & the Division of Food / Agriculture

### Agriculture Conservation Easements

{Paragraph will be supplied by Ryan Maddux, Kane County Assessor}

## Water Conservation Projects

Kane County has several water-optimization projects that would support regional water conservation goals.

- Jackson Flat Reservoir
- Cove-East Fork Reservoir
- Alton Reservoir
- Aquifer recharge projects in Johnson Canyon and Kanab Creek
- Water reuse projects in the East Zion area

## Agriculture Protection Areas

Kane County has established an Agriculture Protection Area Advisory Board, in accordance with Utah law, to oversee the creation and management of Agriculture Protection Areas (APAs). These areas allow property owners engaged in agricultural activities to protect their operations from nuisance claims. The Board consists of five members appointed from the Soil Conservation District and operates under specific rules, including quorum requirements and compliance with public meeting laws. Each APA must include at least one contiguous acre, and proposals to create APAs must be submitted to the Kane County Land Use Authority with an associated fee. (KCLUO 9-5B)



## Kane County Irrigation

Southern Utah relies heavily on irrigation water to support its agriculture, communities, and growing population in an arid climate. The region's water primarily comes from snowpack-fed rivers, reservoirs, and groundwater, with major sources including the Virgin, Sevier, and Colorado Rivers. Efficient irrigation is essential due to limited precipitation and high evaporation rates. Water is managed through a combination of traditional methods like flood irrigation and more modern techniques such as drip and sprinkler systems. Ongoing challenges include water scarcity, prolonged drought, and the need for conservation to balance urban development with agricultural demands.

Kane County Irrigation Water Providers	
Alton Farmer's Association	Map - Appendix A
Glendale Irrigation Company	<a href="#">Map - Appendix B</a>
Kanab Irrigation Company	<a href="#">Map - Appendix C</a>
Orderville Irrigation Company	<a href="#">Map - Appendix D</a>
Mt. Carmel Irrigation Company	<a href="#">Map - Appendix E</a>



## Kane County Dry Rural Subdivisions

SUB#	NAME	# of lots	Date Recorded
248	BRIDGE RIDGE SUBD	3	12-2-13
255	BRYCE VIEW ESTATES II	10	4-29-15
259	CLEAR CREEK HEIGHTS	3	8-6-15
298	CROOKED CREEK RANCH	2	1-3-19
244	EAST JUNIPER HILLS	8	9-3-15
251	FERRIL & DOROTHY HEATON	2	5-19-14
293	GOODFELLOW ESTATES	3	10-17-18
238	HOWDY SPRING SUBD	10	2-14-12
254	JUMP UP CANYON	4	1-16-15
235	KOB SUBD	6	11-29-11
S-240	LEGEND LEDGES	10	3-27-13
260	MILLET POINT ESTATES	9	10-19-15
253	MINER RANCH SUBD		9-11-14
264	NATURE CONSERVATORY	4	5-20-16
279	NORTH FORK JUNCTION	2	8-1-17
267	NORTH JUNIPER HILLS PHASE 5		6-15-16
268	NORTH JUNIPER HILLS PHASE 6		6-15-16
269	NORTH JUNIPER HILLS PHASE 7		6-15-16
278	PARADISE HILL	5	7-7-17
256	PAUNSAUGUNT RANCHES	9	6-11-15
313	PLAVISHLY ESTATES	4	1-27-20
262	ROLLAN'S BIRCH RETREAT	4	12-16-15
297	SQUARE ONE	2	12-27-18
287	SUNSET MTN	1	12-11-17
246	THE FALL CANYON RANCH	6	10-16-13
30	THE VIEW" AT ZION ESTATES 1		6-11-19
309	THE VIEW" AT ZION ESTATES 2		6-11-19
245	WEST JUNIPER HILLS	8	9-3-13
265	WEST JUNIPER HILLS PHASE 2		6-15-16
266	WEST JUNIPER HILLS PHASE 3		6-15-16



Kane County Dry Subdivisions			
SUB#	NAME	# of lots	Date
4	BEAR SPRINGS EST UNIT	15	2-8-65
9	BRYCE WOODLAND EST UNIT 1	42	8-8-66
15	BRYCE WOODLAND EST UNIT 2	40	6-12-67
17	BRYCE WOODLAND EST UNIT 3	37	12-13-68
20	BRYCE WOODLAND EST UNIT 4	87	8-23-68
26	BRYCE WOODLAND EST UNIT 5A	65	8-25-69
27	BRYCE WOODLAND EST UNIT 5B	92	10-13-69
29	BRYCE WOODLAND EST UNIT 5C	48	7-6-70
38	BRYCE WOODLAND EST UNIT 6F	59	2-7-72
202	CHAMBERLAIN RANCH (PUD)		3-26-07
14	COUGAR CANYON	108	1-18-67
97	DEER SPRINGS RANCH PLAT "A"	27	11-10-81
98	DEER SPRINGS RANCH PLAT "B"	73	11-10-81
99	DEER SPRINGS RANCH PLAT "C"	55	11-10-81
100	DEER SPRINGS RANCH PLAT "D"	15	11-10-81
101	DEER SPRINGS RANCH PLAT "E"	88	11-10-81
102	DEER SPRINGS RANCH PLAT "F"	46	11-10-81
1	FLY-IN "LD" RANCH	147	10-19-64
QA	GOLDEN CIRCLE HEIGHTS AMENDED	50	6-1-62
8A	LITTLE PONDEROSA RANCH AMENDED	336	3-16-66
P	NAVAJO HILLS AMENDED	97	4-10-61
N	NAVAJO LAKE ESTATES UNIT 1	157	7-26-61
N2	NAVAJO LAKE ESTATES UNIT 1	60	12-30-63
N3	NAVAJO LAKE ESTATES UNIT 1	115	7-6-65
73	NAVAJO LAKE ESTATES UNIT 1	84	3-3-75
74A	NAVAJO LAKE ESTATES UNIT 1	44	3-3-75
75A	NAVAJO LAKE ESTATES UNIT 1	68	3-3-75
56	NORTH FORK ESTATES UNIT 1	38	8-14-72
61	NORTH FORK ESTATES UNIT 2	394	11-13-72
31	SILVAN CANYON ESTATES UNIT 1	76	7-17-70
2	SKY HAVEN MOUNTAIN RETREAT	54	2-14-64
123	SKY HAVEN MOUNTAIN RETREAT UNITS 2 & 3	247	10-30-89
3A	TIMBERLOST MTN ESTATES REVISED	72	1-8-65
19	WONDERLAND VISTA UNIT "A"	87	6-20-68
114	ZION HUNTING ESTATES	93	7-18-88



**KANE COUNTY ORDINANCE NO. O 2025-11**

**AN ORDINANCE REVISING KANE COUNTY GENERAL PLAN TO INCLUDE A  
WATER CONSERVATION ELEMENT AS MANDATED BY  
UTAH CODE 17-27A-(403) AND SECTION 73-10-32**

**WHEREAS** the Kane County Planning Commission recommended changes to the Kane County General Plan in order to become compliant with Utah Code 17-27a-403 and 404; and

**WHEREAS**, the Kane County Planning Commission, after a duly noticed public hearing, recommended for the approval the revisions attached; and

**WHEREAS**, the Kane County Board of Commissioners desires to implement the recommendations of the Planning Commission and revise the Kane County General Plan with additional changes and other modifications; and

**WHEREAS**, the Kane County Commission desires to add a water conservation element into new Chapter 8 Water Use and Prevention; and

**WHEREAS**, the authority for this ordinance is found in Utah Code §17-27a-401, 403 and 406 et. al.

**WHEREAS**, the authority for this ordinance is found in Utah Code §17-27a-201, 203-204 and 63G-30-102; and

**NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF KANE COUNTY,  
STATE OF UTAH, ORDAINS AS FOLLOWS:**

**Section 1.**

**See attachment 1**

**Section 2. Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 3. Effective Date**

This ordinance is effective fifteen (15) days after adoption, and after publication and notice are completed as set forth below.



**Section 4. Publication and Notice.**

This Ordinance shall be deposited in the Office of the Kane County Clerk. The Kane County Clerk is directed to publish a short summary of this Ordinance with the name of the members voting for and against, together with a statement that a complete copy of the ordinance is available at the Office of the Kane County Clerk, for at least one publication in a newspaper of general circulation in the county, or as otherwise permitted and required by Utah State Law.

End of Ordinance.

ADOPTED this 24th day of June 2025.

ATTEST:

\_\_\_\_\_  
CHAMEILL LAMB  
Kane County Clerk

\_\_\_\_\_  
Celeste Meyeres, Chair  
Board of Commissioners  
Kane County

Commissioner Brown voted \_\_\_\_\_  
Commissioner Meyeres voted \_\_\_\_\_  
Commissioner Kubeja voted \_\_\_\_\_



# ITEM # 6

Ordinance 2025-13 an Ordinance Revising Kane County  
Land Use Ordinance Chapter 20 Planned Unit  
Development Section 3 (d) Rezone and Planned Unit  
Development Application Approval Process



## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 24, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-13: KCLUO Chapter 20 PUD

Description: An Ordinance Revising Kane County Land Use Ordinance Chapter 20 Planned Unit Development section 3 (d) Rezone and Planned Unit Development Application Approval Process.

MOTION: I move to recommend denying/approving Ordinance 2025 -13 based on the facts and findings as documented in the ordinance.

Attachments: Ordinance 2025-13

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:



**KANE COUNTY ORDINANCE NO. O 2025-13**

**AN ORDINANCE REVISING KANE COUNTY LAND USE ORDINANCE  
CHAPTER 20 PLANNED UNIT DEVELOPMENT SECTION 3 (D) REZONE AND  
PLANNED UNIT DEVELOPMENT APPLICATION APPROVAL PROCESS**

**WHEREAS**, the Kane County Planning Commission recommended changes to Kane County Land Use Ordinance Chapter 20, Planned Unit Development Section 3 Planned Unit Development Application Approval Process D; and

**WHEREAS**, the Kane County Planning Commission, after a duly noticed public hearing, recommended for the approval the insertion of public meeting, and deleting of public hearing; and

**WHEREAS**, the Kane County Board of Commissioners desires to implement the recommendations of the Planning Commission and amend the Ordinance with additional changes and other modifications; and

**WHEREAS**, the Kane County Commission desires to stay in compliance with Utah State Code regulations in particular with Utah Code §17-27a-502, 503 & 505 and 63G-30-102; and

**WHEREAS**, the authority for this ordinance is found in Utah Code §17-27a-101 et. al., and §17-53-201 & 205 and Utah Code; and

**NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF KANE COUNTY,  
STATE OF UTAH, ORDAINS AS FOLLOWS:**

**Section 1. Ordinance Amendment.**

Kane County Code Title 9 Chapter 20, Section 3 of the Kane County Land Use Ordinance is amended to read as follows. Additions to the Ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

//

**9-20-3: REZONE AND PLANNED UNIT DEVELOPMENT APPLICATION APPROVAL  
PROCESS:**

D. Public Hearing Meeting By Commissioner's: The County Commissioners will receive the recommendations of the Planning Commission and schedule a public meeting for official action on the zone change request. Published notice must be given as set forth in this title prior to the hearing meeting. (Utah State Code 17-27a-503)



**Section 2. Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 3. Effective Date**

This ordinance is effective fifteen (15) days after adoption, and after publication and notice are completed as set forth below.

**Section 4. Publication and Notice.**

This Ordinance shall be deposited in the Office of the Kane County Clerk. The Kane County Clerk is directed to publish a short summary of this Ordinance with the name of the members voting for and against, together with a statement that a complete copy of the ordinance is available at the Office of the Kane County Clerk, for at least one publication in a newspaper of general circulation in the county, or as otherwise permitted and required by Utah State Law.

End of Ordinance.

ADOPTED this 24th day of June 2025.

ATTEST:

\_\_\_\_\_  
CHAMEILL LAMB  
Kane County Clerk

\_\_\_\_\_  
Celeste Meyeres, Chair  
Board of Commissioners  
Kane County

Commissioner Brown voted \_\_\_\_\_  
Commissioner Meyeres voted \_\_\_\_\_  
Commissioner Kubeja voted \_\_\_\_\_



## **STATE CODE REFERENCE**

**Effective 5/14/2019**

### **17-27a-502. Preparation and adoption of land use regulation.**

- (1) A planning commission shall:
  - (a) provide notice as required by Subsection [17-27a-205\(1\)\(a\)](#) and, if applicable, Subsection [17-27a-205\(4\)](#);
  - (b) hold a public hearing on a proposed land use regulation;
  - (c) if applicable, consider each written objection filed in accordance with Subsection [17-27a-205\(4\)](#) prior to the public hearing; and
  - (d)
    - (i) review and recommend to the legislative body a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land within:
      - (A) all or any part of the unincorporated area of the county; or
      - (B) for a mountainous planning district, all or any part of the area in the mountainous planning district; and
    - (ii) forward to the legislative body all objections filed in accordance with Subsection [17-27a-205\(4\)](#).
- (2)
  - (a) The legislative body shall consider each proposed land use regulation that the planning commission recommends to the legislative body.
  - (b) After providing notice as required by Subsection [17-27a-205\(1\)\(b\)](#) and holding a public meeting, the legislative body may adopt or reject the proposed land use regulation described in Subsection [\(2\)\(a\)](#):
    - (i) as proposed by the planning commission; or
    - (ii) after making any revision the legislative body considers appropriate.
  - (c) A legislative body may consider a planning commission's failure to make a timely recommendation as a negative recommendation if the legislative body has provided for that consideration by ordinance.



# ITEM # 7

Ordinance 2025-14 an Ordinance Revising Kane County Land Use Ordinance Potentially Eliminating Any New Residential 1 Zones in New Subdivisions and Potentially Allowing a Percentage of Less Than 2 Acre Lots in R-2 Zones; and Requiring 500' Notice for All Zone Changes



## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 24, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-14: KCLUO Chapter 4 and 6

Description: An ordinance revising Kane County Land Use Ordinance Potentially Eliminating Any New Residential 1 Zones in New Subdivisions and Potentially Allowing a Percentage of Less Than 2 Acre Lots In R-2 Zones; And Requiring 500' Notice for All Zone Changes.

MOTION: I move to recommend denying/approving Ordinance 2025 -14 based on the facts and findings as documented in the ordinance.

Attachments: Ordinance 2025-14

Dept. Head/Owner: Commissioner Brown

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

The Planning & Zoning Commission voted 4-3 to recommend denial of the ordinance. Four members voted to deny it; three opposed the denial.



**KANE COUNTY ORDINANCE NO. O 2025-14**

**AN ORDINANCE REVISING KANE COUNTY LAND USE ORDINANCE  
CHAPTER 4 ZONES SECTIONS 1 & 5 AND CHAPTER 6 RESIDENTIAL ZONES  
ARTICLE A SECTION 2 ELIMINATING ANY NEW RESIDENTIAL 1 ZONES IN NEW  
SUBDIVISIONS**

**WHEREAS**, the Kane County Planning Commission recommended changes to Kane County Land Use Ordinance Chapter 4 Zones Section 1 Establishment of Zones and Section 5 Zoning Amendment Application and Waiting Period; and

**WHEREAS**, the Kane County Planning Commission recommended changes to Kane County Land Use Ordinance Chapter 6 Residential Zones Article A Section 2 Area and Setback Regulations; and

**WHEREAS**, the Kane County Planning Commission, after a duly noticed public hearing, recommended for the approval to eliminate the R-1 zone for creating new lots in any new Kane County Subdivision and providing notice to the public within 500 feet of a zone change request and in Chapter 6 deleting the Residential 1 zone for any new subdivisions; and

**WHEREAS**, the Kane County Board of Commissioners desires to implement the recommendations of the Planning Commission and amend the Ordinance with additional changes and other modifications; and

**WHEREAS**, the Kane County Commission desires to stay in compliance with Utah State Code regulations in particular with Utah Code §17-27a-501-503 & 505, and 63-30-102, and

**WHEREAS**, the authority for this ordinance is found in Utah Code §17-27a-101 et. al., and §17-53-201 & 205; and

**NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF KANE COUNTY,  
STATE OF UTAH, ORDAINS AS FOLLOWS:**

**Section 1. Ordinance Amendment.**

Kane County Code Title 9 Chapter 4 Zones Section 1 & 5 and Chapter 6 Residential Zones Article A Section 2 of the Kane County Land Use Ordinance is amended to read as follows. Additions to the Ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

//



#### **9-4-1: ESTABLISHMENT OF ZONES:**

(Please note: As of February 22, 2022 Kane County will no longer accept new lots designated with the R-½ Zone. The R-½ remains in this chapter for administrative purposes only.)

(Please note: As of June 24, 2025 Kane County will no longer accept new lots designated with the R-1 Zone.)

#### **9-4-5: ZONING AMENDMENT APPLICATIONS AND WAITING PERIOD:**

B. Disapproval of a zoning amendment or zone change application shall prohibit the filing of another application for the same parcel of property, or any portion thereof, to the same zone classification, within one year of the date of the final disapproval of the application, unless the Land Use Administrator finds that there has been a substantial change in the circumstances or sufficient new evidence after the disapproval of the application to merit consideration of a second application within a one-year time period. (Ord. O-2023-07, 4-11-2023)

C. Notice will be given to property owners within 500 feet of any Zone Change request.

#### **9-6A-2: AREA AND SETBACK REGULATIONS:**

(Please note: As of February 22, 2022 Kane County will no longer accept new lots designated with the R-½ Zone. The R-½ will remain in the Area and Setback Regulations for administrative purposes only.)

(Please note: As of June 24, 2025 Kane County will no longer accept new lots designated with the R-1 Zone.)

#### **NO NEW R-1/2 or R-1 ACRE LOTS ALLOWED**

District	Area	Front	Side	Rear
R-½	½ acre	30 feet	10 feet	10 feet
R-1	1 acre	30 feet	10 feet	10 feet
R-2	2 acres	30 feet	10 feet	10 feet
R-5	5 acres	30 feet	10 feet	10 feet

//

*Add a new section C.*

#### **9-6A-7: EXCEPTIONS:**

In any new subdivision in an R-2 zone, consisting of more than [10%] lots, up to ten percent (10%) of the total new subdivision area may be subdivided into lots that are less than 2 acres but



more than 1 acre. Notwithstanding the R-2 zoning designation, all such lots less than 2 acres shall be subject to the development standards and requirements of the R-1 zone.

//

**Section 2. Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 3. Effective Date**

This ordinance is effective fifteen (15) days after adoption, and after publication and notice are completed as set forth below.

**Section 4. Publication and Notice.**

This Ordinance shall be deposited in the Office of the Kane County Clerk. The Kane County Clerk is directed to publish a short summary of this Ordinance with the name of the members voting for and against, together with a statement that a complete copy of the ordinance is available at the Office of the Kane County Clerk, for at least one publication in a newspaper of general circulation in the county, or as otherwise permitted and required by Utah State Law.

End of Ordinance.

ADOPTED this 24th day of June 2025.

ATTEST:

\_\_\_\_\_  
CHAMEILL LAMB  
Kane County Clerk

\_\_\_\_\_  
Celeste Meyeres, Chair  
Board of Commissioners  
Kane County

Commissioner Brown voted \_\_\_\_\_  
Commissioner Meyeres voted \_\_\_\_\_  
Commissioner Kubeja voted \_\_\_\_\_



# ITEM # 8

Ordinance 2025-17 an Ordinance Amending  
the Zoning of Lot 6-51 from Commercial 1 to  
Commercial 2



## **KANE COUNTY COMMISSION AGENDA REQUEST**

Date of Commission Meeting Requested: June 24, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-17: Zone Change

Description: An Ordinance Amending the Zoning of Lot 6-51  
From Commercial 1 to Commercial 2

MOTION: I move to recommend denying/approving the zone change from C-1 to C-2 for lot 6-51 & Ordinance O-2025-17 based on the facts and findings as documented in the staff report.

Attachments: Ordinance 2025-17, Staff Report, Map

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:





## KANE COUNTY LAND USE AUTHORITY

Shannon McBride  
LAND USE AUTHORITY  
ADMINISTRATOR

### **Staff Report**

DATE: May 27, 2025

---

To: Planning Commission  
From: Shannon McBride, Land Use Administrator  
Subject: Project #25027: Zone Change Application, C-1 to C-2, Ordinance O-2025-17  
Lot 6-51 (1.17 acres)

---

### **PUBLIC HEARING NOTIFICATION**

The zone change request for Lot 6-51 was publicly noticed as follows:

- Mailed to property owners within 500 feet of the subject area.
  - Posted on public websites and in two public locations.
  - A notification sign was placed near the lot.
- 

### **REQUEST**

On May 12, 2025, Robert and Terri Mielke submitted a zone change application for Lot 6-51 in the Vermilion Cliff Estates Subdivision. The applicant seeks to rezone the lot, which consists of 1.17 acres and gains access off of the Mountain View Drive Road. The lot is zoned commercial 1 (C-1) and they are asking to change to the Commercial 2 (C-2). They would like to open a manufactured homes dealership which requires a C-2 zone.

#### **Legal Description:**

ALL OF LOT 51 OF THE VERMILION CLIFFS ESTATES SUBDIVISION.

---

### **FACTS & FINDINGS**

#### **Lot Characteristics**

- The lot meets the minimum acreage required to qualify for C-2 zoning.
- Surrounding lots are zoned C-1 and R-1 on the south side of Mountain View Drive.



## **General Plan Compatibility**

The Kane County General Plan supports the designation of industrial and commercial zones near highway intersections and established communities. It emphasizes property owners' rights while considering the broader impact on neighboring parcels and maintaining land-use balance.

## **Zoning Ordinance Purpose**

The purpose of the C-2 zone is to provide areas for heavy commercial activities inappropriate for residential zones, supporting larger-scale commercial developments.

## **Zoning Regulations for the C-2 Zone**

**Permitted Uses** include (but are not limited to):

- Any permitted use listed in the L-C and C-1 zones.
- Auditoriums, theaters, libraries, community centers, and conference rooms.
- Large car washes.
- Retail and/or wholesale sale of goods and equipment, including outdoor display and storage.
- Freight or trucking yards, Heli-pads, propane storage tanks, and repair services.

**Conditional Uses** include (but are not limited to):

- Recreational vehicle parks, hospitals, hotels, and motor vehicle dealerships.
- Substations, dams, and solar power facilities producing over 25 KW.

---

## **CONCLUSION**

The Planning Commission must evaluate this zone change request by considering the following:

1. Alignment with the Kane County General Plan and its provisions for industrial and commercial land use.
2. The applicant's property rights and the potential impact on neighboring properties.
3. Compatibility with surrounding zoning designations.
4. Adherence to the purpose and allowed uses of the C-2 zone.

Given these considerations, a recommendation should balance Kane County's best interests, future planning objectives, and private property rights. If the zone change amendment is adopted, C-2 zoning regulations will apply as outlined in the Kane County Land Use Ordinance.

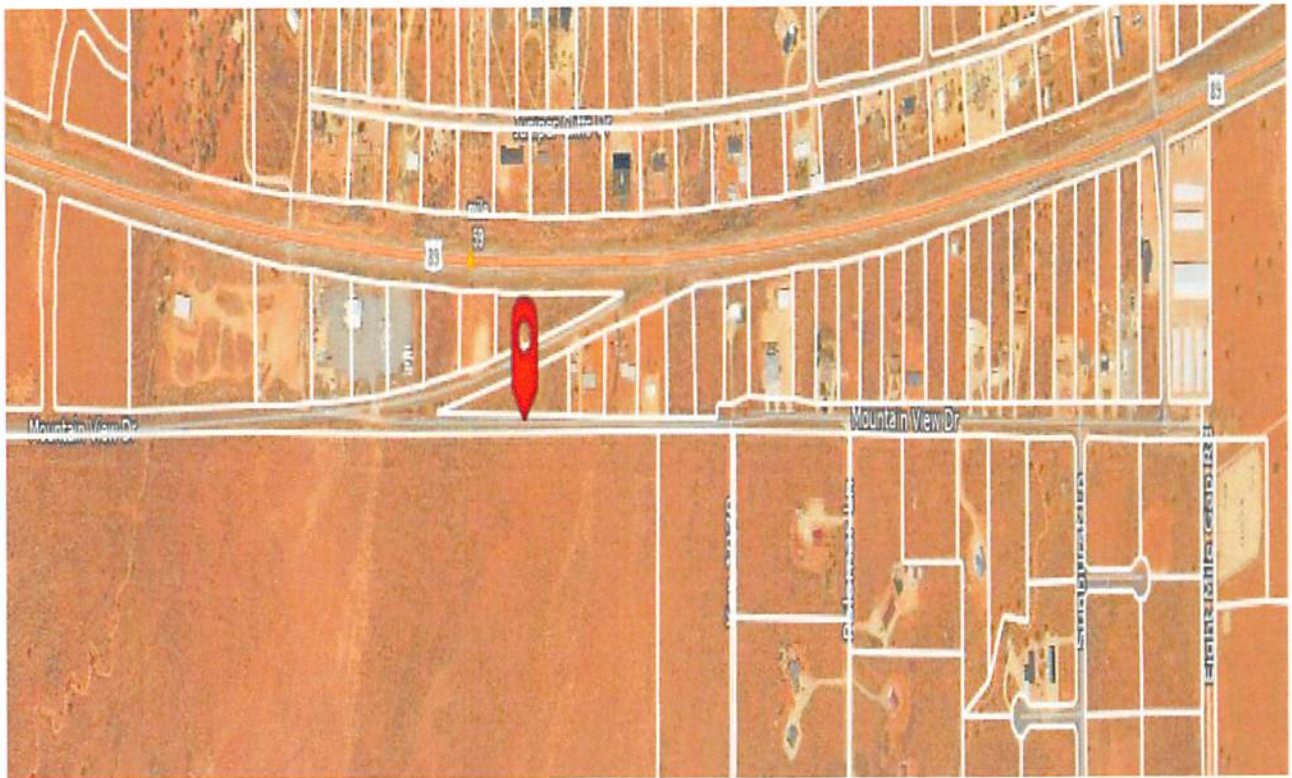
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## **LEGAL CONTEXT**



Zoning ordinances restrict a property owner's common-law rights to use their property and should be interpreted narrowly against restriction and favorably toward permitted uses. This is consistent with *Patterson v. Utah County Bd. of Adjustment*, 893 P.2d 602 (UT App 1995).

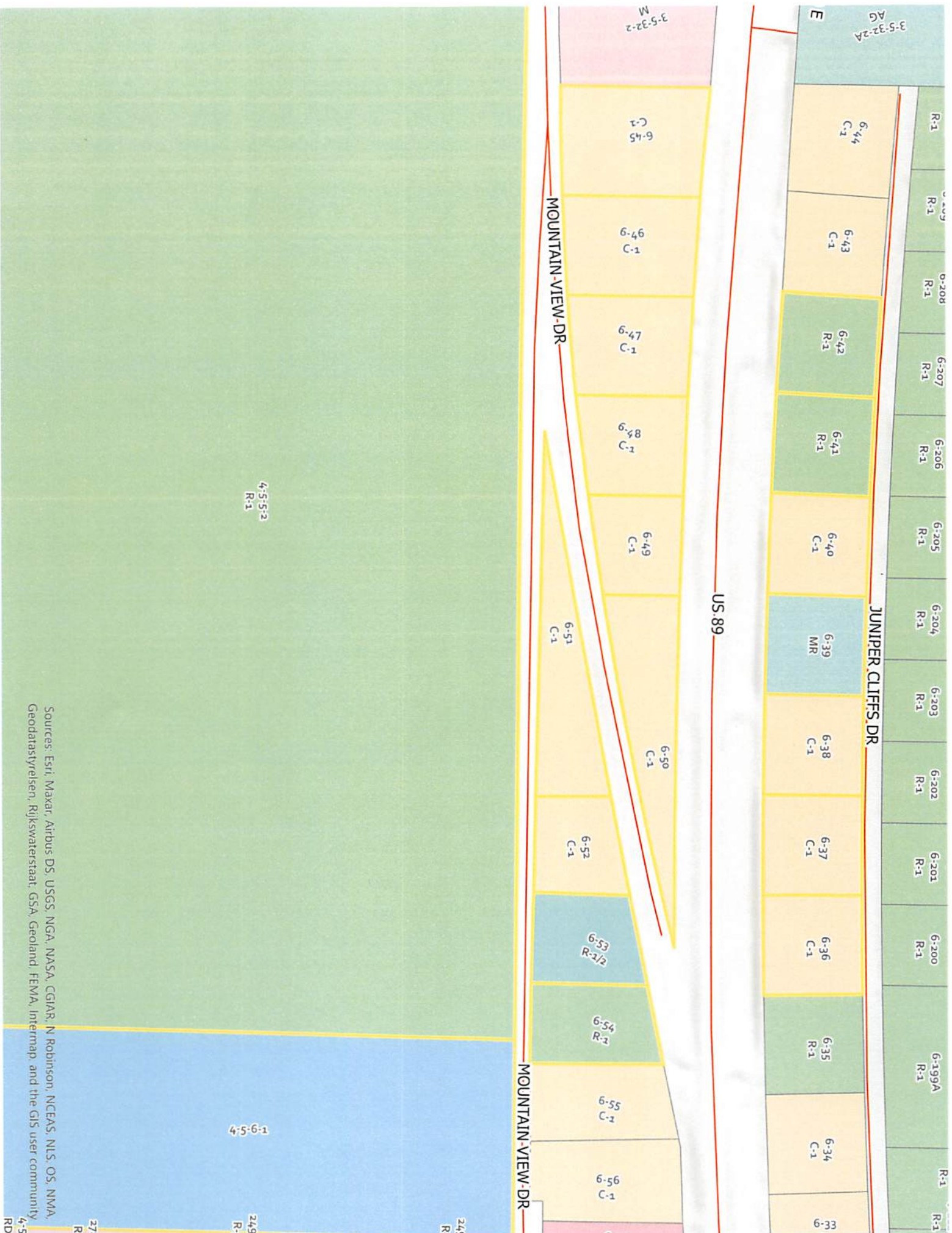
**MOTION: I move to recommend denying/approving the zone change from C-1 to C-2 for lot 6-51 & Ordinance O-2025-17 to the County Commission based on the facts and findings as documented in the staff report.**











Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatasysteisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



**KANE COUNTY ORDINANCE NO. O 2025-17**

**AN ORDINANCE AMENDING THE ZONING OF LOT 6-51  
FROM COMMERCIAL 1 TO COMMERCIAL 2**

**WHEREAS**, the Kane County Board of Commissioners finds that said zone change is in accordance with the Kane County Land Use Ordinance 9-7C-1: **PURPOSE:** The purpose of the Commercial 2 zone is to provide for heavy commercial areas not appropriate near or in residential zones to meet larger commercial uses. (Ord. O-2022-42, 7-26-2022)

**WHEREAS**, the Kane County Board of Commissioners desires to implement the recommended zone change; and the Kane County Board of Commissioners, in a duly noticed public meeting, received the recommended zone change and desires to enact the following recommendations;

**WHEREAS**, the statutory authority for enacting this ordinance is Utah State Code Sections 17-27a-201 & 205, 17-27a-308, and 17-27a-503 & 505;

**WHEREAS**, the Kane County Planning Commission and Kane County Board of Commissioners desire to make the recommended zone change to lot I-54 from C-1 to C-2;

**NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF KANE COUNTY,  
STATE OF UTAH, ORDAINS AS FOLLOWS:**

**Lot 6-51: Legal Description:** ALL OF NEW LOT 51 VERMILION CLIFF ESTATES.

Is hereby rezoned from C-1 to C-2 and shall from here forth be zoned.

---- END OF ORDINANCE ----

This Ordinance shall be deposited in the office of the County Clerk, and recorded in the Kane County Recorder's Office and shall take effect fifteen (15) days after the date signed below. Utah State Code 17-53-208 (3) (a).

The County Clerk is directed to publish a short summary of this Ordinance with the name of the members voting for and against, together with a statement that a complete copy of the ordinance is available at the office of the County Clerk, for at least one publication in a newspaper of general circulation in the county, or as otherwise permitted and required by Utah State Law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Chameill Lamb  
Kane County Clerk

\_\_\_\_\_  
Celeste Meyeres Chair  
Board of Commissioners  
Kane County

Commissioner Brown voted \_\_\_\_  
Commissioner Meyeres voted \_\_\_\_  
Commissioner Kubeja voted \_\_\_\_



# ITEM # 9

Ordinance 2025-19 an Ordinance Revising Kane County Land Use Ordinance Chapter 21 Subdivision Regulations Article K. Ag Rural Unimproved Split Section 3 Ag Rural Unimproved Split Application (7) and Article L. Minor Subdivisions Section 2 Utah State Code Section 17-27a-605 (4) to be in Compliance with Utah Code 17-27a-605 (4) Et. Seq.



## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 24, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-19: KCLUO Chapter 21

Description: An Ordinance Revising Kane County Land Use Ordinance Chapter 21 Subdivision Regulations Article K. Ag Rural Unimproved Split Section 3 Ag Rural Unimproved Split Application (7) And Article L. Minor Subdivisions Section 2 Utah State Code Section 17-27a-605 (4) To Be In Compliance With Utah Code 17-27a-605 (4) Et. Seq.

MOTION: I move to recommend denying/approving Ordinance 2025 -19 based on the facts and findings as documented in the ordinance.

Attachments: Ordinance 2025-19

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:



**KANE COUNTY ORDINANCE NO. O 2025-19**

**AN ORDINANCE REVISING KANE COUNTY LAND USE ORDINANCE  
CHAPTER 21 SUBDIVISION REGULATIONS ARTICLE K. AG RURAL  
UNIMPROVED SPLIT SECTION 3 AG RURAL UNIMPROVED SPLIT APPLICATION  
(7) AND ARTICLE L. MINOR SUBDIVISIONS SECTION 2 UTAH STATE CODE  
SECTION 17-27a-605 (4) TO BE IN COMPLIANCE WITH  
UTAH CODE 17-27A-605 (4) ET. SEQ.**

**WHEREAS,** 9-21K-3-7 Chapter 21 Subdivisions Article K AG Rural Unimproved Split Section 3 Ag Rural Unimproved Split Application #7 eliminating the 66-foot width requirement for easements and replacing with a 50-foot; requirement; and

**WHEREAS,** the Kane County Planning Commission recommended changes to Kane County Land Use Ordinance Chapter 21, Subdivision Regulations, Article L. Minor Subdivisions in order to become compliant with the May 7, 2025 revisions as set forth in Utah State Code §17-27a-605 (4) Exemptions from the Plat; and

**WHEREAS,** the Kane County Planning Commission, after a duly noticed public hearing, for 9-21K-3-7 recommended for the approval the deletion of the 66-foot easement requirement in the RUS; and

**WHEREAS,** the Kane County Planning Commission after a duly noticed public hearing recommended for the approval of deleting the Utah state code section in 9-21-L -2 Minor Subdivisions; and

**WHEREAS,** the Kane County Board of Commissioners desires to implement the recommendations of the Planning Commission and amend the Ordinance with additional changes and other modifications; and

**WHEREAS,** the Kane County Commission desires to stay in compliance with Utah State Code regulations in particular with §17-27a-604 (4) (c) (iii) A minor subdivision parcel: (ii) is not subject to the subdivision ordinance of the county in which the minor subdivision parcel is located, and;

**WHEREAS,** the authority for this ordinance is found in Utah Code §17-27a-101 et. al., and §17-27a-201, 205 and 605, and 63-30-102, and;

**NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF KANE COUNTY,  
STATE OF UTAH, ORDAINS AS FOLLOWS:**



## Section 1. Ordinance Amendment.

Kane County Code Title 9 Chapter 21, Subdivision Regulations Article K. AG Rural Unimproved Split Section 3 AG Rural Unimproved Split Application (7) AND Article L. Minor Subdivisions Section 2 Utah State Code Section 17-27a-605 (4) of the Kane County Land Use Ordinance is amended to read as follows. Additions to the Ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

//

7. Provides each newly created parcel with: a) legal recorded access to the utility and access easements and other rights of access that the parent parcel holds at the time of the subdivision application; and b) a recorded public access and public utility easement(s) with a minimum of a fifty foot (50') ~~sixty-six foot (66')~~ width for the new parcels. ~~across the parent parcel for any roads that provide access beyond the development or are planned to provide access beyond the development or a minimum of fifty foot (50') width for roads that terminate within the development to provide access and utility easement(s) from the original point of access of the parent parcel to the newly created parcels.~~

//

*Delete all of Section 2:*

### **9-21L-2: UTAH STATE CODE SECTION 17-27a-605(4):**

For convenience, Utah state code section 17-27a-605(4) is repeated herein, in its entirety.

*(4) (a) As used in this Subsection (4):*

*(i) "Divided land" means land that:*

*(A) is described as the land to be divided in a notice under Subsection (4)(b)(ii); and*

*(B) has been divided by a minor subdivision.*

*(ii) "Land to be divided" means land that is proposed to be divided by a minor subdivision.*

*(iii) "Minor subdivision" means a division of at least 100 contiguous acres of agricultural land in a county of the third, fourth, fifth or sixth class to create one new lot that after the division is separate from the remainder of the original 100 or more contiguous acres of agricultural land.*

*(iv) "Minor subdivision" lot means a lot created by a minor subdivision.*

*(b) Notwithstanding Sections 17-27a-603 and 17-27a-604, an owner of at least 100 contiguous acres of agricultural land may make a minor subdivision by submitting for recording in the office of the recorder of the county in which the land to be divided is located:*

*(i) a recordable deed containing the legal description of the minor subdivision lot; and*  
*(ii) a notice:*

*(A) Indicating that the owner of the land to be divided is making a minor subdivision;*



~~(B) Referring specifically to this section as the authority for making the minor subdivision; and~~  
~~(C) Containing the legal description of:~~  
~~(I) The land to be divided; and~~  
~~(II) The minor subdivision lot.~~  
~~(c) A minor subdivision lot:~~  
~~(i) may not be less than one acre in size;~~  
~~(ii) may not be within 1,000 feet of another minor subdivision lot; and~~  
~~(iii) is not subject to the subdivision ordinance of the county in which the minor subdivision lot is located;~~  
~~(d) Land to be divided by a minor subdivision may not include divided land;~~  
~~(e) A County:~~  
~~(i) may not deny a building permit to an owner of a minor subdivision lot based on;~~  
~~(A) the lots status as a minor subdivision lot; or~~  
~~(B) the absence of standards described in Subsection (4)(e)(ii); and~~  
~~(ii) may, in connection with the issuance of a building permit, subject a minor subdivision lot to reasonable health, safety, and access standards that the county has established and made public.~~  
~~(Ord. 2013-10, 11-4-2013, eff. 11-19-2013)~~

## **Section 2. Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

## **Section 3. Effective Date**

This ordinance is effective fifteen (15) days after adoption, and after publication and notice are completed as set forth below.

## **Section 4. Publication and Notice.**

This Ordinance shall be deposited in the Office of the Kane County Clerk. The Kane County Clerk is directed to publish a short summary of this Ordinance with the name of the members voting for and against, together with a statement that a complete copy of the ordinance is available at the Office of the Kane County Clerk, for at least one publication in a newspaper of general circulation in the county, or as otherwise permitted and required by Utah State Law.

End of Ordinance.

ADOPTED this 24th day of June 2025.



ATTEST:

\_\_\_\_\_  
CHAMEILL LAMB  
Kane County Clerk

\_\_\_\_\_  
Celeste Meyeres, Chair  
Board of Commissioners  
Kane County

Commissioner Brown voted \_\_\_\_\_  
Commissioner Meyeres voted \_\_\_\_\_  
Commissioner Kubeja voted \_\_\_\_\_



# ITEM # 10

Bid Award for Fire District Feasibility Study



		Bid 1	Bid 2	Bid 3	Bid 4	Bid 5	Bid 6
Evaluator 1		78.00	65.00	85.00	86.00	80.00	0.00
Evaluator 2		55.00	65.00	83.00	81.00	71.00	0.00
Evaluator 3		65.00	55.00	80.00	76.00	58.00	0.00
Evaluator 4		60.00	65.00	85.00	85.00	60.00	0.00
Total score		258.00	250.00	333.00	328.00	269.00	0.00
Average score		64.50	62.50	83.25	82.00	67.25	0.00

Evaluator 1	Maximum Points:	50	Experience with similar projects	37.00	35.00	40.00	40.00	39.00	
	Maximum Points:	25	Project Team	18.00	15.00	21.00	22.00	20.00	
	Maximum Points:	25	Approach to completing the study	23.00	15.00	24.00	24.00	21.00	
	Total Points:	100	Total Score	78.00	65.00	85.00	86.00	80.00	0.00

Evaluator 2	Maximum Points:	50	Experience with similar projects	25.00	30.00	40.00	35.00	30.00	
	Maximum Points:	25	Project Team	10.00	20.00	23.00	23.00	21.00	
	Maximum Points:	25	Approach to completing the study	20.00	15.00	20.00	23.00	20.00	
	Total Points:	100	Total Score	55.00	65.00	83.00	81.00	71.00	0.00

Evaluator 3	Maximum Points:	50	Experience with similar projects	30.00	30.00	38.00	35.00	28.00	
	Maximum Points:	25	Project Team	15.00	15.00	22.00	23.00	15.00	
	Maximum Points:	25	Approach to completing the study	20.00	10.00	20.00	18.00	15.00	
	Total Points:	100	Total Score	65.00	55.00	80.00	76.00	58.00	0.00

Evaluator 4	Maximum Points:	50	Experience with similar projects	25.00	30.00	40.00	40.00	25.00	
	Maximum Points:	25	Project Team	15.00	20.00	25.00	25.00	20.00	
	Maximum Points:	25	Approach to completing the study	20.00	15.00	20.00	20.00	15.00	
	Total Points:	100	Total Score	60.00	65.00	85.00	85.00	60.00	0.00



# ITEM # 11

Discuss/Vote on Proposed Agreement with Kanab City for  
Potential Structural Fire Response to Unincorporated  
Parcels in Kane County which Receive Services from  
Kanab City



**FIRE PROTECTION  
AGREEMENT BETWEEN  
KANAB CITY AND KANE  
COUNTY**

**AUTHORIZATION FOR FIRE PROTECTION IN ADJACENT UNINCORPORATED AREAS OF KANE COUNTY**

This Cooperation Agreement ("Agreement") is entered into by and between Kanab City, a municipal corporation and political subdivision of the State of Utah (the "City"), and Kane County, a political subdivision of the State of Utah (the "County"), on this 1st day of July, 2025 ("Effective Date"). Each of the foregoing is a "Party," and collectively are referred to herein as the "Parties."

**RECITALS**

WHEREAS, Utah Code, Title 11, Chapter 7, *Fire Protection*, requires that every incorporated municipality and board of commissioners provide for adequate fire protection within their territorial limits, and allows them to cooperate and contract with all contiguous counties and municipalities;

WHEREAS, the City has elected to maintain and support a firefighting force or fire department for its own protection;

WHEREAS, the County is committed to providing long-term solutions to ensure adequate fire protection to unincorporated areas within the County;

WHEREAS, the total cost to provide adequate fire protection goes beyond fire suppression and includes fire prevention measures, infrastructure, and day-to-day operation costs;

WHEREAS, the Parties value an investment in fire prevention, including inspections, public education, and employee training;

WHEREAS, the City allocated approximately \$1,484,000.00 from the General Fund in the 2026 fiscal year budget toward the fire department;

WHEREAS, the Parties jointly affirm that funding fire protection services solely through a per-use rate or similar charging mechanism is not a sustainable nor equitable approach;

WHEREAS, the Parties acknowledge that this agreement is a short-term solution as the billing process fails to sufficiently reimburse City taxpayers for their financial investment in fire protection;

WHEREAS, there are certain developed properties immediately adjacent to the City's boundaries, in unincorporated Kane County, that currently receive certain City services (e.g., water service), which the Parties agree should be annexed into the City and, due to their proximity to other properties within City limits, may pose a threat to City residents property should one or more of their structures catch fire (i.e., due to the lack of structural fire protection in relation to their property);

WHEREAS, the City has water infrastructure outside the City's boundaries (e.g., well pump houses and adjacent infrastructure) which it would like to ensure has adequate structural fire protection;



WHEREAS, the City has and desires from time to time to contribute toward the support of structural fire protection, defined herein, in adjacent unincorporated areas of the County as resources allow;

WHEREAS, the County does not have a full-time firefighting force for providing fire protection for structural fires in the areas adjacent to the territory of the City;

WHEREAS, the Parties agree that the County and its residents would benefit from the City's support, from time to time, resources permitting, in providing support on structural fires in the adjacent unincorporated areas of the County;

WHEREAS, the Parties wish to memorialize their understanding, agreement, and delegation of authority from the County to the City to provide fire protection beyond the protection afforded for wildland fire (i.e., after the County's "initial attack" and under agreements with the State Division of Forestry and Fire), and for the City to bill for the services rendered through July 1, 2026 providing for the City to recoup some or all of its cost;

WHEREAS, the Parties acknowledge that annexation of the adjacent developed unincorporated properties into Kanab City offers a long-term, sustainable solution for the provision of structural fire protection and related municipal services, and agree to encourage annexation of properties receiving ongoing municipal water service and benefitting from fire protection under this Agreement, while the County continues to explore alternative service options for properties that are not eligible for annexation under applicable state law;

WHEREAS, the City and County are public agencies as defined in the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq. (the "Act"), and, as such, are authorized by the Act to each enter into an interlocal agreement to act jointly and cooperatively on the basis of mutual advantage;

WHEREAS, the Parties are committed to promoting the health and welfare of the residents of their respective political subdivisions;

WHEREAS, the terms of the foregoing agreement will promote the common general health, safety, and welfare of City and County residents;

WHEREAS, this agreement does not create an interlocal entity; and

WHEREAS, this will be the final agreement between the City and the County for structural fire protection as it relates to these developed properties in the unincorporated areas of Kane County immediately adjacent to the City.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the recitals, incorporated forthwith, the mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:



1. **Purpose of the Agreement.** The purpose of this Agreement is outlined in the Recitals, which are incorporated herein by reference.

2. **Duration.** This Agreement shall commence on the Effective Date and shall terminate upon the – one-year anniversary. This Agreement may be amended by mutual written consent of the Parties. This Agreement shall be in effect for one year.

3. **Termination.** This Agreement may be terminated by a Party by providing sixty (60) days' notice of the intent to terminate.

- a. **Non-Funding Clause and Force Majeure.** If a Party responsible for financing the fire- fighting force makes all reasonable efforts in fulfilling its obligations under this Agreement, and, through no fault of the individual Party, or due to force majeure, or due to a third party's failure to appropriate necessary funding, and is therefore unable to reasonably bear the operational costs or to acquire the necessary financing for the firefighting source, then this Agreement may be terminated by written notice to the other Parties and there will be no obligation for the Parties to move forward with the terms of this Agreement.
- b. **Termination Upon Creation of an Adequate Structural Fire Protection Alternative.** Upon the creation of a Special Service District, countywide fire protection, or another alternative providing adequate structural fire protection to certain geographical areas of the unincorporated portions of the County that (i) receive water services through Kanab City and/or (ii) contain wells or springs used by the Kanab City municipal water system, this Agreement shall terminate as to those specific unincorporated areas of the County. All or relevant portions of this Agreement shall be subordinate to any current or future agreement in effect, related to structural fire protection.

4. **Representatives.** The individuals listed below are authorized to act as the Representative for their respective Party in all matters related to this Agreement. Either Party may change its Representative by giving written notice to the other Parties' Representatives.

Kanab City	Kane County
Name: Kyler Ludwig (City Manager) Telephone: 435-644-2534 Email: citymanager@kanab.utah.gov	Name: _____ Telephone: _____ Email: _____@kane.utah.gov

5. **Limitations.** This Agreement constitutes an obligation for the City to respond to structural fires in specific unincorporated areas of the County that (i) receive water services through Kanab City and/or (ii) contain wells or springs used by the Kanab City municipal water system, within the limits of the City's reasonably available resources. This Agreement does not require the City to expand its current fire department personnel or resources. This Agreement delegates authority for the City's fire department to act under the County's fire authority as it pertains to responding to structural fires in the unincorporated areas of the County. This Agreement does not supersede, terminate, nor override any prior, concurrent, or future agreements related to other fire protection or emergency services, or other forms of mutual aid, including, but not limited to those agreements related to wildland fire protection agreements. This



Agreement does not supersede any responsibilities, regulations, and/or requirements imposed by state laws and local ordinances. This Agreement does not obligate the City to undertake nor assume any statutory or legal responsibilities or obligations of the County. This Agreement does not create any additional obligations or responsibilities of the County except as set forth in section 7.

6. City's Intent and Commitments. The City commits to working in good faith with the County.

- a. The City shall, based on available resources, respond to structural fires in the unincorporated areas of the County depicted in Exhibit A, including those parcels listed in Exhibit B, when notified by the County's dispatch. If responding to a structural fire in the specified unincorporated areas of the County, the City's fire department personnel shall determine the level of fire protection service to be rendered, as well as the manner and method in which the service is to be provided.
- b. When resources are unavailable or limited, or responding to a structural fire in the specified unincorporated area would leave the incorporated area of the City at unreasonable risk, the City's fire department will not respond to dispatch callouts for structural fires in the specified unincorporated areas of the County. However, when the City fire department does respond, the City's fire personnel will act reasonably and in accordance with its adopted policies and procedures.
- c. Within ninety (90) days of a Structural fire response, the City will bill the County for the actual and reasonable costs for such structural fire response.
- d. The City will not charge the County in the event of a false alarm.
- e. The City will utilize a standard and reasonable rate schedule to determine staffing and equipment costs.
- f. The City will bill the County for requested fire inspections outside the City's territorial limits, within ninety (90) days of completion of the inspection.
- g. The City will use a standard and reasonable rate schedule to determine fire inspection costs; a 2-hour minimum inspection time will be charged on all inspections.
- h. At all times, the City will prioritize responding to and having sufficient fire protection coverage within the City's territory before responding to a structural fire in the unincorporated areas of the County.

7. County's Intent, Commitments, and Delegation of Authority. The County commits to working in good faith with the City.

- a. As the fire authority for the unincorporated areas of Kane County, the County hereby delegates authority to the Kanab Fire Department to respond to structural fires in the specified unincorporated areas of Kane County depicted in Exhibit A, including those parcels listed in Exhibit B, which properties (i) receive water services through Kanab City and/or (ii) contain wells or springs used by the Kanab City municipal water system.
- b. The County does not obligate the City to act or respond to structural fires in its territory when the City's reasonably available personnel or equipment are unavailable or limited, or responding would unreasonably leave Kanab residents unprotected or at unreasonable risk.
- c. The County shall allow the City to exercise its decision-making authority in whether to respond and the level, manner, and method of structural fire protection services to be rendered.
- d. From the effective date of this Agreement through June 30, 2026, the County authorizes the City to bill the County for fire protection services and fire inspections within the unincorporated territorial limits of the County.
- e. The County will pay the City within ninety (90) days of receiving a bill as outlined within this agreement.



8. Long-Term Service Planning and Annexation Encouragement. The Parties agree that annexation into Kanab City is a preferred and sustainable long-term solution for providing structural fire protection and related municipal services to properties currently receiving water services from the City and located in adjacent unincorporated areas of Kane County. The County agrees to support and not oppose annexation petitions for such properties where annexation is feasible and consistent with Utah law. This provision does not obligate the County to initiate annexation but reflects the mutual intent of the Parties to transition toward more permanent governance and service models.

9. Reporting, Information Sharing, and Record Keeping. As necessary and requested by a Party, the other Party shall comply with any reporting requests and requirements. The Parties agree to maintain their books and records in such a manner that any funds received from another Party will be shown separately on the receiving Party's books. The Parties' respective records shall be maintained sufficiently to identify the use of funds for the purposes outlined in this Agreement. The Parties shall make their respective books and records available to the other Parties upon reasonable request at reasonable times.

10. Entire Agreement; Amendments. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements, or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof.

11. Severability. If any provision of this Agreement is adjudged to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired, and the Parties will use their best efforts to substitute a valid, legal, and enforceable provision which, insofar as practical, implements the purposes of this Agreement.

12. Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

13. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

14. No Assignment. The rights and obligations under this Agreement are not assignable in whole or in part.

15. Privileged Communications. Documentation of or pertaining to pre-decisional analysis or deliberations shall be treated as privileged interagency communication and managed as protected records to the extent allowed under federal and state law.

16. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized as provided in Utah Code § 11-13-202.5.



- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party, pursuant to Utah Code § 11-13-209.
- d. The term of this Agreement shall not exceed fifty (50) years, pursuant to Utah Code § 11-13-216.
- e. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- f. No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties.
- g. Pursuant to Utah Code § 11-13-207, the Representatives designated by each Party are hereby designated as the joint administrative board for all purposes under the Interlocal Cooperation Act.

17. **Agency.** No officer, employee, or agent of the City or County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees, including, but not limited to, workers' compensation insurance, health insurance, and unemployment insurance, are available to the officers, employees, or agents of the other Party. The Parties will each be solely and entirely responsible for their acts and for the acts of their officers, employees, or agents during the performance of the activities anticipated under this Agreement.

18. **Governmental Immunity, Liability, and Indemnification.**

- a. **Governmental Immunity.** The Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 et seq. (the "Immunity Act"). None of the Parties waives any defenses or limits of liability available under the Immunity Act and other applicable laws. All Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.
- b. **Liability and Indemnification.** The Parties agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and none of the Parties will have any liability whatsoever for any negligent act or omission of another Party, its employees, officers, or agents. An individual Party shall indemnify, defend, and hold harmless another Party, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the Party's breach of this Agreement; (ii) any acts or omissions of or by the Party, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the Party's use of public funds. The Parties agree that their respective duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against a Party for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of another Party to this Agreement. The Parties agree that the requirements of this paragraph will survive the expiration or sooner termination of this Agreement. The County shall hold the City harmless against claims of inadequate fire



protection or insufficient response or measures used in the service provided, or claims of a similar nature.

19. **Required Insurance Policies.** All Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their respective obligations hereunder and consistent with applicable law.

20. **Non-Funding Clause.** The Parties will work in good faith in acquiring the funds necessary to perform their respective obligations under this Agreement. If funds sought are not appropriated and made available to one or more of the Parties, through no fault of the Party, then that Party to whom funds were not appropriated shall promptly notify the other Parties of such non-funding and of the resultant need to terminate this Agreement. The termination of the Agreement under this paragraph shall not be construed as a breach of this Agreement or as an event of default under this Agreement, and such termination under this paragraph will be without penalty and no right of action for damages or other relief will accrue to the benefit of one of the Parties, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

21. **Interpretation.** This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- a. Definitions include both singular and plural;
- b. Pronouns include both singular and plural and cover both genders;
- c. The captions and headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement; and
- d. Where applicable, reference to a Party, such as the City or County, shall also include the fire authority or fire department of that entity.
- e. "Structural fire" as referenced herein includes any habitable and non-habitable structure fires, fires that occur within a residential subdivision or on any private or public land that would not yet be considered a declared wildland fire, only the "initial attack" of a wildland fire, vehicular and debris fires, hazmat response, extractions, and any other fire that would otherwise commonly be referred to as a "structural fire." The Parties acknowledge this is a broader definition for "structural fire" than the definition customarily used.

22. **Execution in Counterparts.** This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

23. **Authorization.** By signature below, the following individuals certify that they are authorized to act on behalf of their respective Parties to give effect to this Agreement.

Notwithstanding anything perceived to be to the contrary in the foregoing terms of this Agreement, the Parties intend this Agreement to represent their overall intent to work together in good faith, the delegation of authority for the City to act on behalf of the County for structural fire response and fire inspections, and for the City to bill for the services rendered prior to June 30, 2026, pursuant to the terms herein.

*[Signatures on the following page(s).]*



THE PARTIES HERETO have executed this Agreement.

**KANAB CITY**

Approved as to form:

\_\_\_\_\_  
Troy Colten Johnson  
MAYOR  
Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Kent A. Burggraaf  
CITY ATTORNEY  
Dated: \_\_\_\_\_, 2025

**KANE COUNTY**

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_  
COMMISSION CHAIR  
Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Robert Van Dyke  
COUNTY ATTORNEY  
Dated: \_\_\_\_\_, 2025



**EXHIBIT A**

**Map(s) of Specified Unincorporated Areas**



**EXHIBIT B**

**List of Parcels in Specified Unincorporated Areas**



# ITEM # 12

Discuss/Vote on the Indigent Defense  
Commission Award Offer and Grant Agreement  
FY26





## GRANT AGREEMENT SIGNATURE PAGE

### CONTACT INFO

System: Kane County Grant No. 26D29 Period: July 1, 2025 - June 30, 2026  
Check Mailing Address: 76 N Main St City: Kanab Zip: 84741  
Project Dir.: Candace Reid Email: candace@candacereidlaw.com Phone: (435) 767-7506  
Managing Def: same Email: same Phone: \_\_\_\_\_

### GRANT AWARD AND SYSTEM INDIGENT DEFENSE BUDGET SUMMARY

Expenditure Line Item	Award Budget	System Budget
Personnel Salaries	\$ 0.00	\$ 0.00
Personnel Fringe Benefits	\$ 0.00	\$ 0.00
Contracted Services	\$ 41,124.00	\$ 68,876.00
Equipment, Supplies, Operating Expenses (ESO)	\$ 0.00	\$ 0.00
Defense Resources	\$ 0.00	\$ 0.00
Other (Training and Related Travel, etc.)	\$ 0.00	\$ 6,152.00
Mileage	\$ 0.00	\$ 0.00
<b>Award and System Budget Totals</b>	<b>\$ 41,124.00</b>	<b>\$ 75,028.00</b>
<b>System Indigent Defense Budget Total</b>		<b>\$ 116,152.00</b>

### SIGNATURES

*Through the Indigent Defense Commission, the state of Utah offers this grant award and agrees to pay the total award amount contingent upon the recipient system meeting the requirements described in this agreement.*

IDS Exec. Dir. Name: Matthew Barraza Signature: [Signature] Date: 06/12/2025

*The project director's initials by each attachment certify that (s)he has read and understood the grant award requirements set forth in these documents, and that (s)he agrees to abide by them.*

	Attachment A: Budget Detail and Payment Structure		Attachment D: Core System Principles
	Attachment B: Terms, Assurances, and Conditions		
	Attachment C: Quarterly Reporting Schedule and Requirements		Attachment F: Social Worker Agreement (if applicable)

*The system accepts the IDC grant award and agrees to meet the requirements and abide by the provisions described in this agreement.*

Project Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized System Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized System Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Managing Defender Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## ATTACHMENT A: System Indigent Defense Budget Detail and Payment Structure

### SYSTEM INDIGENT DEFENSE BUDGET DETAIL AND PAYMENT STRUCTURE

Unless otherwise approved by the OIDS Executive Director, system expenses must be paid prior to reimbursement and should be reported for the period in which the expense was incurred. For expenses incurred during a period but paid after the quarterly fiscal report has been submitted, a supplemental financial status report may be required. Reimbursement is contingent upon the system meeting minimum required spending amounts for each expense category as outlined in the Quarterly Payment Structure. Reimbursement dates are dependent upon grantee reporting and are subject to change. Contact the Grant Program Manager for assistance.

#### Fixed Quarterly Reimbursements

- The system must meet the minimum required system spending amount for the quarter before utilizing the grant reimbursed portion.
- Reimbursement requests should not exceed the quarterly grant amount budgeted for each line item. However, adjustments may be authorized by the OIDS Executive Director or Grant Program Manager as needed.
- Any costs exceeding the budgeted quarterly system spending and grant amount combined will be the system's responsibility and may count toward the system spending requirement for the following quarter.

#### "As Billed" Reimbursements

- The system must meet the established system spending requirement for a line item before utilizing the grant reimbursed portion of that item.
- Any costs exceeding the annual system spending and grant amount combined will be the system's responsibility and will count toward system spending.

KANE INDIGENT DEFENSE BUDGET (July 1, 2025 - June 30, 2026)							
Expense Category	Expense Line Item	Total Cost	IDC Grant Award	System Spending	Expense Structure	Quarterly Grant Payment	Quarterly System Spending
Personnel		\$0.00	\$0.00	\$0.00	None		
Fringe		\$0.00	\$0.00	\$0.00	None		
Contracted	Administrative Public Defender Shared w/ Iron & Beaver	\$20,000.00	\$20,000.00	\$0.00	Fixed	\$5,000.00	\$0.00
	Public Defender Contract	\$90,000.00	\$21,124.00	\$68,876.00	Fixed	\$5,281.00	\$17,219.00
	Regional Social Worker Shared w/ Iron & Beaver*	\$0.00	\$0.00	\$0.00	Fixed	\$0.00	\$0.00
Equipment, Supplies, & Operating Expenses (E.S.O.)	Fixed E.S.O.	\$0.00	\$0.00	\$0.00	None		
	Other E.S.O.	\$0.00	\$0.00	\$0.00	None		
	Defense Resources & Reserves	\$0.00	\$0.00	\$0.00	Variable	As Billed	
	Training & Related Travel	\$0.00	\$0.00	\$0.00	Variable		
	Indigent Defense Capital Fund	\$6,152.00	\$0.00	\$6,152.00	Variable		
Travel	Mileage	\$0.00	\$0.00	\$0.00	Variable	As Billed	
Totals:		\$116,152.00	\$41,124.00	\$75,028.00			

\* Iron County carries the contract and makes the payments.





## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

### STANDARD TERMS

Terms and definitions as used in this grant agreement.

Authorized System Representative	A public official authorized to sign financial agreements for and on behalf of a local government entity, e.g. city mayor, city manager, county mayor, county manager, county council chair, county commission chair.
Award Recipient or Grantee	An indigent defense system receiving IDC grant funds.
Commission or IDC	Utah Indigent Defense Commission
Indigent Defense Resources	Resources necessary to provide an effective defense for an indigent individual, including but not limited to the costs for an investigator, expert witness, scientific or medical testing, transcripts, and printing briefs.
Indigent Defense Service Provider	A court-appointed attorney or entity representing an indigent individual pursuant to (a) a contract with an indigent defense system to provide indigent defense services; or (b) an order issued by the court under Utah Code Subsection 78B-22-203(2)(a).
Indigent Defense Services	(a) The representation of an indigent individual by an indigent defense service provider; and (b) the provision of indigent defense resources for an indigent individual.
Indigent Defense System or System	(a) A city or town that is responsible for providing indigent defense, or (b) a county that is responsible for providing indigent defense services in the district court, juvenile court, and the county's justice courts; or (c) an interlocal entity, created pursuant to Utah Code 11-13, the Interlocal Cooperation Act, that is responsible for providing indigent defense services according to the terms of an agreement between a county, city, or town.
Managing Defender	An indigent defense service provider with the role of coordinating attorneys, staff, and resources related to providing indigent defense services in a system or across multiple indigent defense systems.
OIDS or Office	Office of Indigent Defense Services, responsible for the Commission's administration and operations.
Project Director	An individual responsible for the administration, management, and oversight of the grant award on behalf of the indigent defense system receiving IDC grant funding. The Project Director has the ultimate responsibility for compliance with the terms of the grant agreement, Utah law, quarterly reports, invoices, and payment information. A grantee system may delegate all or some of the Project Director's duties to a Managing Defender.
State Entity	IDC, OIDS, or another state of Utah government agency.
Sub-grantee	Any entity or individual who is paid with IDC grant funds by the award recipient indigent defense system, such as contractor(s) for services.
System Spending	The portion of the grant recipient system's indigent defense budget and costs that are not reimbursable by the grant award.





## ASSURANCES

1. **IDC AUTHORITY AND DUTIES:** The system assures it recognizes the Utah Indigent Defense Commission's powers and duties as authorized in Utah Code 78B-22-404, effective May 4, 2022, "to oversee individuals and entities involved in providing indigent defense services...and to assist the state in meeting the state's obligations for the provision of indigent defense services, consistent with the United States Constitution, the Utah Constitution, and the Utah Code."
2. **SYSTEM FINANCIAL MANAGEMENT:** The system assures it possesses the responsibility, financial management, fiscal integrity, and financial capability necessary to administer IDC grant funds adequately and appropriately; that its financial management system can record and report on the receipt, obligation, and expenditure of grant funds; and that its financial management system is integrated with an adequate structure of internal controls to safeguard assets and cash management procedures. The system further assures that all IDC grant-related books, records, and accounts shall be maintained in accordance with all applicable regulations and standards and accurately reflect the true nature of the transactions they record in all material respects. The financial statements of the system shall conform in all material respects to generally accepted accounting principles and the system's accounting policies. While the Project Director has the ultimate responsibility for financial oversight and management of the IDC grant funding, some or all grant-related financial reporting and record keeping duties may be delegated to a sub-grantee, i.e. Managing Defender.
3. **SYSTEM INDIGENT DEFENSE BUDGET:** The system assures its system spending baseline indigent defense budget equals or exceeds the preceding three fiscal years' average annual system spending on indigent defense services; and that during the current fiscal year, the system reasonably anticipates maintaining indigent defense system spending, at the minimum, at the level set forth in the grant payment structure and grant award agreement.
4. **SUPPLANTING PROHIBITION:** The system assures IDC grant funds shall not supplant system spending on indigent defense services. This means that the system shall not deliberately reduce or reallocate to other purposes local indigent defense funds because of the existence of state funds. Rather, the IDC grant award must increase or supplement the total funding available for indigent defense services.
5. **SYSTEM RECORDS MANAGEMENT AND RETENTION:** The system assures is has a process to store and preserve relevant IDC grant-related programmatic documents and financial records according to the approved retention schedule (CCJ) Records Retention Series 28161, State Grant Program Files), and to allow the OIDS access to the system's programmatic documentation, financial records, written policies and procedures, audit compliance records, and internal controls for the purpose of ensuring grant funds are spent and disbursed efficiently as authorized by the Utah legislature and the Indigent Defense Commission.
6. **SYSTEM INDIGENT DEFENSE SERVICES MONITORING AND MANAGEMENT:** The system assures it is willing and able to monitor and manage attorney and system performance. Critical to this capacity is collecting, reviewing, and reporting quarterly to the OIDS reliable data and information about indigent defense services and the quality of representation the system is providing. While the Project Director has the ultimate responsibility for programmatic oversight, management, and reporting, some or all duties may be delegated to a sub-grantee, i.e. Managing Defender. To facilitate sufficient programmatic record keeping and reporting, the OIDS provides grantee systems or sub-grantees, when appropriate, with the DefenderData case management software and training for free.
7. **DEFENSE COUNSEL'S FREEDOM FROM CONFLICT:** The system assures that defense counsel, whether employed or contracted with by the system, are free to defend clients zealously, based on the counsels' own judgment, and without fear of termination, reduction in compensation, reduction in staff, or reduction in defense resources.
8. **DEFENSE FUNCTION'S INDEPENDENCE:** The system assures it is working diligently toward ensuring that the selection, funding, and payment of defense counsel and indigent defense services are independent of the judiciary and the prosecution.
9. **REPORTING REQUIREMENTS:** The system assures it will comply with the OIDS quarterly grant reporting schedule and requirements outlined in Attachment C. The system's officers, employees, and contractors must report honestly and accurately all business and legal transactions. Accurate record keeping and reporting are essential to the system's ability to meet legal and regulatory obligations, including specific obligations relating to the system's





## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

transactions with the Commission, OIDS, and other governmental entities. While the Project Director has the ultimate responsibility for compliance, some or all IDC grant-related programmatic and financial reporting and record keeping duties may be delegated to a sub-grantee, i.e. Managing Defender.

10. **COMPLIANCE WITH LAWS, RULES, POLICIES:** The system assures it will comply with its own written Accounting, Personnel, Purchasing, and Procurement rules and policies and procedures, excepting travel where the state of Utah per diem rates for reimbursements take precedence. If the system has not adopted such written policies and procedures, the state Accounting Policies and Procedures, state Purchasing Policies and Procedures, state Human Resources Rules, the Utah Administrative Code, and other applicable state policies and procedures are to be complied with in expending IDC grant funds.
11. **THIRD PARTY COOPERATION:** The system assures it will require all third-party contractors and sub-grantees to cooperate and participate with the OIDS in quarterly reporting, as well as in any investigations, audits, reviews, or monitoring activities of indigent defense services and IDC grant awards by OIDS or other governmental entities.
12. **THIRD-PARTY INDIGENT DEFENSE SERVICE CONTRACTS:** The system assures that it will have on file a current written contract for all indigent defense service providers engaged presently who are not directly employed by the system, and that it will provide copies of those contracts to OIDS. Furthermore, system assures it will keep OIDS abreast of any provider contract changes.
13. **SUB-GRANTEE ACCOUNTABILITY FOR COMPLIANCE:** The system assures sub-grantees shall be held accountable for complying with applicable Assurances, Certifications, and Conditions set forth in the system's grant agreement, through incorporating appropriate language into each agreement, contract, or other document under which IDC grant funds are to be expended by the sub-grantees. This is particularly vital should the system delegate some or all Project Director's duties and responsibilities to a sub-grantee, i.e. Managing Defender.
14. **MANDATORY CONTINUING LEGAL EDUCATION:** The system assures that its indigent defense service providers, whether employees or contractors, shall comply with the Utah State Bar mandatory continuing legal education requirements for maintaining licensure. OIDS strongly recommends that defenders attend a minimum of eight hours of specialized training in the area(s) of their practice annually. To facilitate specialization, OIDS provides free monthly CLEs to defenders in adult criminal defense, juvenile delinquency defense, and appellate advocacy.
15. **FUNDING FOR SYSTEM POSITIONS:** The system assures that IDC grant funds shall not be used to compensate its officers and employees unless they are employed at least part-time as indigent defense service providers or support staff in public defense.
16. **CASE MANAGEMENT SOFTWARE:** The system assures that its indigent defense providers, whether employees or contractors, will use case management software to manage their legal cases and clients, and to keep cases organized. To facilitate utilizing the DefenderData case management software, OIDS pays Justice Works directly for the cost of DefenderData licenses. Contingent upon funding availability, additional DefenderData licenses may be considered on an individual basis at the discretion of the OIDS Executive Director.

## CERTIFICATIONS

1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY:** The system certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Should the system be unable to certify the above statement in whole or in part, it shall submit a written explanation to the Commission. The system must notify OIDS in writing within thirty days if it is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by a governmental entity during the grant period covered in the grant agreement.





## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

2. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE:** The system certifies that it will maintain a drug-free workplace, as required by the state of Utah rules and regulations regarding implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, and the rules governing a drug-free workplace set forth in the Utah Administrative Rule 477-14-1 through 477-14-4.
3. **CERTIFICATION REGARDING COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** The system certifies that its officers, employees, and contractors should endeavor to deal honestly, ethically, and fairly with clients and other parties involved in the provision of indigent defense services, and that they shall comply with applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including professional licensure and certification requirements, while the IDC grant agreement is effective.

### CONDITIONS

#### I. GENERAL

- I.1. **FUNDING AVAILABILITY:** State funding is appropriated by the Utah legislature. Availability of funding is subject to legislative appropriations. Funding awarded to recipients under the grant agreement may be reduced or withdrawn upon a written notice from the IDC should the legislature reduce, withdraw, or not renew funding appropriations.
- I.2. **FUNDING PRIORITIES:** IDC grant funding was awarded based on the following Priority Tier Levels: Tier 1 – Funding to renew existing indigent defense positions. Tier 2 – Funding for new managing defender or grant-focused administrative assistant positions that oversee at least three indigent defense service providers. Tier 3 – Funding for attorney capacity increases recommended based on the latest System Needs Evaluation results, and budget and spending trends. Tier 4 – Funding for other capacity increases recommended by OIDS or requested by the system and agreed upon through a collaborative process. Tier 5 – Funding for other requests.
- I.3. **AWARD AVAILABILITY AND OBLIGATION OF FUNDS:** The grant award is available during the grant period, which typically runs from the start of the state fiscal year on July 1st until the end of the state fiscal year on June 30th of the following calendar year. Grant funds may not be obligated prior to the effective date or after the termination date of the grant period. Obligations that are outstanding as of the termination date shall be liquidated within 30 days. Such obligations must be related to goods or services provided and utilized within the grant period.
- I.4. **NON-APPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** The IDC grant agreement may be terminated or the available grant funds may be reduced at the sole discretion of the Indigent Defense Commission if (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of the agreement; or (ii) a change in available funds affects the Commission's ability to pay under the agreement. In the event of termination or award modification, the Commission will provide a written notice to the system 30 days in advance of the specified termination or modification effective date.
- I.5. **INDEMNITY:** Both parties to the IDC grant agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this agreement shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to and consistent with the act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between the parties.
- I.6. **REGIONALIZATION:** Systems that regionalize indigent defense services across two or more counties and/or cities must enter into a Memorandum of Understanding or similar written agreement. The MOU must be consistent with the intent and purpose of the IDC grant award and its terms and conditions, including the IDC Core System Principles, and with Utah law to ensure effective provision of indigent defense services in the pertinent systems, whether they are involved directly and indirectly in grant awards. A copy of the signed MOU must be submitted to OIDS.





## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

### **II. USE OF THE AWARD**

II.1. USE OF THE AWARD: IDC grant funds are to be expended only for the purposes and activities authorized by the Indigent Defense Commission in the budget detail set forth in Attachment A of the grant agreement. Upon a written request by the system, the Commission or OIDS Executive Director may authorize budget modifications to increase, decrease, or move grant funds from one budget category to another during the grant period as deemed appropriate.

#### II.2. APPROVED AWARD BUDGET CATEGORIES AND ACTIVITIES:

- a. Personnel Salaries: Wages or salaries paid to full-time and part-time personnel and officers employed by the system.
- b. Personnel Fringe Benefits: Non-wage allowances and services provided by the system to its full-time and part-time employees and officers in addition to their normal wages or salaries.
- c. Contracted Services: Costs of any person or entity obligated to provide indigent defense services, administrative services, or defense resource services to the system under a contract or agreement. Contractors are not considered to be employees or officers of the system. By definition, IDC grant-funded contractors are the grantee system's sub-grantees.
- d. Equipment, Supplies, Operating Expenses: Costs of these items may be approved on a case-by-case basis at the discretion of the Indigent Defense Commission or OIDS Executive Director.
- d. Defense Resources: Costs of indigent defense resources, such as investigators, experts, second chairs, court transcripts, and printing. Conflict counsel is typically not included in this budget category. Defense resource providers may or may not be considered to be the grantee system's sub-grantees. Upon a written request from the system, other defense resource costs may be approved by the Indigent Defense Commission or OIDS Executive Director.
- e. Mileage: Transportation costs incurred by system employees and contractors for travel related directly to representing indigent clients, such client visits and court appearances. See the Mileage Reimbursement condition for details.
- f. Other: Subject to the limitation and approval of the Indigent Defense Commission, other expenses related to providing indigent defense services may be allowable and reimbursable by the IDC.

II.3. NONALLOWED EXPENDITURES: Award funds may not be used a) to pay for services or items that are not part of the approved grant budget, or separately approved by the Commission or OIDS Executive Director; b) to purchase land; or c) to pay for construction projects.

### **III. PAYMENTS AND GRANT FUNDS**

III.1. AWARD PAYMENTS: Based on the quarterly financial status report the system or sub-grantee submits in the state grant management system (GMS), OIDS will reimburse the system for approved indigent defense expenses in accordance with the award payment structure set forth in Attachment A of the IDC grant agreement. Payments can be adjusted to correct mistakes (e.g., overpayment, underpayment, or disallowed costs) that are found as a result of monitoring, review, inspection, or audit. Upon a written request in advance, the OIDS Executive Director may authorize exceptions to payment arrangements as deemed appropriate.

III.2. GRANT MODIFICATIONS: The system must obtain prior written approval from the Commission or OIDS Executive Director for grant award modifications. These include changes in (a) activities, designs, or objectives; (b) system Project Director or key professional personnel identified in the grant agreement; and (c) approved system indigent defense budget and budget categories.





## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

- III.3. **COSTS EXCEEDING SET LINE-ITEM GRANT BUDGET:** Should the costs for a grant-funded line item exceed the budgeted annual grant amount, the system shall be responsible for the excess spending, unless other arrangements are agreed in writing between the system and the Commission or OIDS Executive Director. Such arrangements may or may not require a grant modification.
- III.4. **UNUSED AWARD FUNDS:** Unless the IDC grant agreement is terminated prior to the expiration date, unexpended grant funds must be returned to OIDS within 30 days of the close of the state fiscal year when the grant period ends. Likewise, obligated but unused grant funds remain with the Indigent Defense Commission, and they shall not carry over to the next grant year.
- III.5. **NON-EXPENDABLE PERSONAL PROPERTY:** The system shall retain any nonexpendable personal property acquired with IDC grant funds for indigent defense purposes until the property is no longer needed or the purpose no longer exists, whether indigent defense services continue to be supported by state funds. When the time comes to dispose of the property, the system shall request disposition instructions from OIDS.

### IV. CORRECTIVE ACTION AND TERMINATION OF THE GRANT AGREEMENT

- IV.1. **DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR CAUSE:** Should the Indigent Defense Commission, OIDS, or another state entity determine that the system has materially breached any term or condition of the agreement; and that the system has not responded within 10 days to a written request to remedy the issue(s) or has not complied with a corrective action plan within 10 days, and therefore the default remains, the Commission and OIDS reserve the right to take one or more of the following actions:
- Withhold reimbursements temporarily.
  - Disallow all or part of the cost of grant activities.
  - Demand full refund of any payment made to the system under the agreement for services that do not conform to the agreement.
  - Suspend all or part of award activities.
  - Terminate the grant award immediately, prior to the agreement's expiration date.
  - Withhold or deny future funding.
  - Pursue other remedies legally available.

Time allowed for remedy or corrective action will not diminish or eliminate the system's liability for damages.

Likewise, should the Commission or OIDS materially breach any term or condition of the IDC grant agreement and fail to respond within 10 days to the system's written notification to correct and cease the violation(s), the system may terminate the agreement for cause immediately, prior to the expiration date.

Upon termination of the agreement by either party, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services ordered prior to the date of termination.

- IV. 2. **TERMINATION FOR CONVENIENCE WITHOUT CAUSE:** The system or the Indigent Defense Commission may terminate the IDC grant agreement, in whole or in part, for convenience, without cause, at any time prior to the agreement expiration date by mutual agreement in writing. The party seeking termination must submit a written notice to the other party 30 days in advance of the specified expiration date.
- IV.3. **FORCE MAJEURE:** Neither party to the IDC grant agreement shall be held responsible for delay or default caused by fire, riot, acts of God, disease, state of emergency, executive order, war, or another event which is beyond the party's reasonable control. Either party may terminate the grant agreement after determining such delay will prevent successful performance of the agreement.





## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

**IV.4. FINANCIAL OBLIGATIONS UPON TERMINATION:** In the event the IDC grant agreement is terminated prior to the expiration date, whether for cause or for convenience, by either party, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services ordered prior to the date of termination. The system agrees that upon termination of the agreement, the system's sole remedy and monetary recovery from the Indigent Defense Commission or the state of Utah is limited to full payment for all services properly performed as authorized under the grant agreement up to the date of termination, as well as any reasonable monies owed as a result of the system having to terminate other contracts necessarily and appropriately entered into by the system pursuant to this agreement. Furthermore, the system must return any unexpended grant funds to the Commission within 30 days of the termination date.

### **V. EMPLOYMENT AND POSITIONS**

**V.1. EMPLOYMENT DISCRIMINATION PROHIBITION:** The system agrees to abide by the following employment laws:

- Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin.
- Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex.
- 45 CFR 90, which prohibits discrimination on the basis of age.
- Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities.
- Utah Executive Order dated December 13, 2006, which prohibits unlawful harassment in the workplace.

The system further agrees to abide by any other laws, regulations, or orders that prohibit discrimination of any kind by the system's officers, employees, or third-party contractors.

**V.2. GRANT-FUNDED POSITIONS:** Prior to posting a grant-funded position, the system or sub-grantee agrees to provide OIDS with a copy of the job description or request for proposal (RFP) for review.

**V.3. ADDITIONAL PAY OR BENEFITS:** The system agrees that its IDC grant-funded indigent defense services providers, whether employees or contractors, will not accept additional payments or other benefits outside of the amounts budgeted in the IDC grant agreement for representing court-appointed clients.

### **VI. GRANT MONITORING AND SYSTEM AUDIT**

**VI.1. MONITORING, INSPECTION, AND AUDIT:** The Indigent Defense Commission, OIDS, or another state entity duly authorized to monitor, inspect, or audit state funds shall have access to the system's and its sub-grantees' programmatic documentation, financial records, written policies and procedures, audit compliance records, and internal controls for the purpose of ensuring grant funds are spent and disbursed efficiently as authorized by the Utah legislature and the Indigent Defense Commission.

**VI.2. AUDIT REPORTS:** Should the system or sub-grantee(s) be a subject of a local, state, or federal audit, the system agrees to provide OIDS with a copy of the audit report.

### **VII. RECORDS RETENTION AND GRAMA**

**VII.1. RECORDS RETENTION:** In accordance with the Commission on Criminal and Juvenile Justice (CCJJ) Records Retention Series 28161, State Grant Program Files, the system shall retain IDC grant award programmatic and financial records seven years after final action. Such records may include but not be limited to grant proposals and applications; contracts and agreements; reports; invoices and receipts; proofs of payment; correspondence and memoranda; and other records relating to receipt, review, award, evaluation, status, and monitoring of grants; and allocation of funds and system indigent defense services budgets and spending.





## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

VII.2. GRAMA: Records relating to the receipt and disposition of IDC grant awards that are prepared, owned, or retained by the system, Indigent Defense Commission, or OIDS are subject to the state of Utah Government Records Access and Management Act (GRAMA). Such records may include but not be limited to grant proposals and applications; contracts and agreements; reports; invoices and receipts; proofs of payment; correspondence and memoranda; and other records relating to receipt, review, award, evaluation, status, and monitoring of grants; and allocation of funds and system indigent defense services budgets and spending. Therefore, unless restricted access to certain records is allowed by law, the public may request access to them. Neither the system nor state entities are obligated to report GRAMA requests.

### VIII. THIRD PARTY AGREEMENTS, OTHER DOCUMENTS, AND COPYRIGHT

VIII.1. THIRD PARTY AND SUB-GRANTEE CONTRACTS AND AGREEMENTS: The system may not enter into a contract or agreement with a third party or sub-grantee for the purpose of executing grant-related activities or providing indigent defense services unless such a contract or agreement is incorporated into the grant agreement or approved in advance by the Commission. Any such arrangement shall ensure that the system will retain ultimate control and responsibility for the IDC grant award, and that the system shall be bound by these grant conditions and any other requirements applicable to the award. Furthermore, the system shall provide OIDS with current copies of its indigent defense related third-party and sub-grantee contracts and agreements.

VIII.2. DESCRIPTION OF STATE FUNDING IN PUBLIC DOCUMENTS: Statements, press releases, requests for proposal, bid solicitations, and other documents describing IDC-grant-funded positions or programs publicized by the system must clearly state (a) the percentage of the total cost of the position or program that will be financed with the IDC grant award, and (b) the dollar amount of the grant funds for the position or program.

VIII.3. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS: As permitted by law, the system may copyright original intellectual property created in the course of IDC grant-funded activities, including computer programs (the term "computer programs" includes executable computer programs and supporting data in any form), writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and other works of similar nature. However, the Commission and OIDS reserve the right to reproduce, publish, and use in whole or in part such intellectual property and materials royalty-free and to authorize others to do so.

### IX. ADDITIONAL FUNDING POOLS

Outside of the regular grants, the Utah Indigent Defense Commission has additional funding pools that can be utilized by systems in the 3<sup>rd</sup> – 6<sup>th</sup> class counties for travel and defense resources reimbursements. Reimbursements are contingent upon the availability of funding, and requests are approved on a case-by-case basis at the discretion of the OIDS Executive Director.

*Costs that are reimbursed from these funding pools should NOT be included in the regular quarterly grant financial reports or reimbursement worksheets uploaded to the GMS to avoid duplication of payments.*

IX.1. MILEAGE REIMBURSEMENT: A system in the 3<sup>rd</sup> – 6<sup>th</sup> class counties may request reimbursement from OIDS for an employee's or contractor's round trip(s) of 50 or more miles that are directly related to representing indigent clients when the following conditions are met:

- a. A system must have a current, signed IDC grant agreement, although it is not required that the system is a grant recipient. In addition, based on its fiscal year, the system must deplete its annual mileage budget (if any) before applying for reimbursement by OIDS.
- b. The state of Utah mileage reimbursement rate in effect at the time of travel will be used to calculate the OIDS reimbursement amount. The system is responsible for mileage costs that either exceed the state rate or are ineligible for OIDS reimbursement.





## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

- c. The traveler must track miles traveled from the traveler's home or regular place of business to the destination. A Google map or a similar document of the route, showing the distance in miles, must be included as supporting documentation. The traveler must submit mileage and supporting documentation to the system with the monthly or quarterly invoice.
- d. System can request mileage reimbursement by submitting a completed Travel Reimbursement Request Form, route map(s), copies of invoices for the mileage, and proofs of payment to OIDS within 20 days of the end of the month or quarter in which the travel occurred.
- e. OIDS mileage reimbursement is contingent upon availability of funds. Reimbursement is not available for travel that takes place before the grant agreement effective date or after the grant agreement expiration date.
- f. Exceptions to these conditions and requirements may be approved on a case-by-case basis by the OIDS Executive Director or the Indigent Defense Commission as deemed appropriate.

IX.2. LODGING REIMBURSEMENT: A system in the 3rd – 6th class counties may request reimbursement from OIDS for its employees' or contractors' lodging expenses (i.e. hotel room and applicable taxes and fees) in destinations that are 50 or more miles from the traveler's home or regular office bases during overnight trips that are related directly to representing indigent clients when the following conditions are met:

- a. A system must have a current, signed IDC grant agreement, although it is not required that the system is a grant recipient.
- b. The traveler must request the system's Managing Defender's approval for lodging in writing prior to travel and provide a brief description of why an overnight hotel stay is in the best interest of the system. For example, if an attorney is required to work at the travel destination after normal working hours or early the next day, or when weather or other safety issues exist, lodging may be appropriate.
- c. The system's Managing Defender may use discretion to authorize reimbursement for lodging if it is determined that lodging is reasonable and in the best interest of the system. The Managing Defender must approve the lodging request in writing prior to travel.
- d. The state of Utah lodging per diem rates in effect at the time of travel will be used to calculate the OIDS reimbursement amount. The system is responsible for lodging costs that either exceed the state per diem rates or are ineligible for OIDS reimbursement.
- e. The traveler must submit itemized invoices for lodging costs to the system with the regular monthly or quarterly invoices.
- f. System can request lodging costs reimbursement by submitting a completed Travel Reimbursement Request Form, along with a copy of the written approval, copy of the itemized hotel invoice, and proof of payment to OIDS within 20 days of the end of the month or quarter in which the travel occurred.
- g. IDC lodging reimbursement is contingent upon the availability of funds. Reimbursement is not available for travel that takes place before the grant agreement's effective date or after the grant agreement's expiration date.
- h. Exceptions to these conditions and requirements may be approved on a case-by-case basis by the OIDS Executive Director or the Indigent Defense Commission as deemed appropriate.

IX.3. DEFENSE RESOURCES REIMBURSEMENT: OIDS may reimburse fully or in part the actual costs paid by a system in a county of the 3rd through 6th class for the following defense resources: investigators, experts, evaluations, translation services, transcripts, and second chair. Other legal expenses may be approved as eligible defense resources at the discretion of the OIDS Executive Director. The following conditions apply:

- a. A system must have a current, signed IDC grant agreement, although it is not required that the system is a grant recipient. In addition, based on its fiscal year, the system must deplete its annual defense resources budget





## ATTACHMENT B: Standard Terms, Assurances, Certifications, and Conditions

before applying for reimbursement from OIDS.

- b. The system can make a request by submitting a completed Defense Resources Reimbursement Request Form, copy of the invoice for the expense and proof of payment to OIDS within 20 days of the end of the month or quarter in which the resource was utilized.
- c. When reimbursement from the IDC is going to be requested for a single defense resource expense of \$500 or more, a pre-authorization from the OIDS Executive Director is required in writing (an email is sufficient). Otherwise, no pre-authorization from the OIDS Executive Director is required.
- d. Reimbursements are contingent upon the availability of funding. Reimbursements are not available for resources utilized or purchased before the grant agreement's start date or after the grant agreement's expiration date.
- e. Exceptions to these conditions and requirements may be approved on a case-by-case basis by the OIDS Executive Director or the Indigent Defense Commission as deemed appropriate.





## ATTACHMENT C: Quarterly Reporting Schedule and Requirements

### QUARTERLY REPORTING SCHEDULE AND REQUIREMENTS

Continuing funding and IDC quarterly grant reimbursements are contingent upon the system submitting complete reporting as outlined below. Instructions and links to the reporting documents will be emailed to project directors and managing defenders about three weeks before the reporting is due each quarter.

#### First Quarter - Due October 20<sup>th</sup>

- System Progress Narrative
- Quarterly Financial Report - Reimbursement Request (GMS)
- System Indigent Defense Service Provider Contracts Update

#### Second Quarter - Due January 20<sup>th</sup>

- System Needs Evaluation (This serves both as required reporting for the current grant and as part of next year's grant application)
- Attorney Caseload Surveys (This serves both as required reporting for the current grant and as part of next year's grant application)
- Quarterly Financial Report - Reimbursement Request (GMS)

#### Third Quarter - Due April 20<sup>th</sup>

- System Progress Narrative
- Quarterly Financial Report - Reimbursement Request (GMS)
- System Indigent Defense Service Provider Contracts Update

#### Fourth Quarter - Due July 15<sup>th</sup> (End of the state government fiscal year)

- System Needs Evaluation
- Attorney Caseload Surveys
- Quarterly Financial Report - Reimbursement Request (GMS)





## ATTACHMENT D: Core System Principles for Indigent Defense Services

### USER STATEMENT

This document, adopted by the Utah Indigent Defense Commission in August 2017, sets forth core principles for the provision of indigent defense representation in the state of Utah.<sup>1</sup> These principles are intended to encompass the provision of indigent defense services in three defined areas of practice: criminal defense, delinquency defense, and parental defense. Utah law delegates the provision of indigent defense services to its local governments.<sup>2</sup>

The purpose of these principles is threefold:

1. Provide guidance to government officials, policymakers, and entities charged with providing, overseeing, assessing, and/or funding indigent defense systems.
2. Provide a yardstick for measuring the extent to which an indigent defense system ensures that individual attorneys within that system have the knowledge, ability, resources, and independence necessary to provide effective representation.
3. Encourage appointed counsel to provide a high standard of representation and promote professionalism in the representation of indigent individuals in Utah.

### THE UTAH INDIGENT DEFENSE COMMISSION

The Utah Indigent Defense Commission was created by legislation in 2016 to help the state ensure its indigent defense services are consistent with the United States and Utah Constitutions, and Utah law. Its membership includes key leaders in state and local government, criminal defense, and indigent defense services. The Commission works with the state, local governments, indigent defense providers, and other stakeholders to provide guidance on standards for constitutional representation, gather data and information about indigent defense service provision, award grants to improve indigent defense services, and support the regionalization of indigent defense services throughout the state.

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<sup>1</sup>The Utah Indigent Defense Commission is mandated to "adopt minimum guidelines for an indigent defense system to ensure the effective representation of indigent individuals consistent with the requirements of the United States Constitution, the Utah Constitution, and the Utah Code." Indigent Defense Act, Utah Code § 78B-22-404(1)(a).

<sup>2</sup>"Indigent Defense System" or "system" refers to the local government entity that is responsible for providing indigent defense services in its respective state, county, or city courts; and the term includes counties, cities, towns, and any "interlocal entity . . . responsible for providing indigent defense services according to the terms of an agreement between a county, city, or town." Indigent Defense Act, § 78B-22-102(7).





## ATTACHMENT D: Core System Principles for Indigent Defense Services

### **PRINCIPLE 1/ ORGANIZATIONAL CAPACITY OF DEFENSE SYSTEM IS SUFFICIENT TO ENSURE COMPLIANCE WITH CORE PRINCIPLES**

A system's ability to meet the principles articulated herein requires a threshold structural and resource capacity—for example, an adequate budget, administrative resources, and the ability to monitor attorney and system performance. Critical to this capacity is the collection and regular review of reliable data and information about the services and quality of representation the system is providing.<sup>3</sup> If an indigent defense system lacks such capacity, efforts must be made to improve the system's organization—for example, through adopting a managed assigned counsel (MAC) system, public defender office, and/or through pursuing interlocal, resource-sharing agreements.

### **PRINCIPLE 2/ SYSTEM PROVIDES COUNSEL TO ALL ELIGIBLE DEFENDANTS, MINORS, AND RESPONDENTS WHO DO NOT KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVE COUNSEL**

Rights. The U.S. Constitution, the Utah Constitution, and Utah law guarantee the right to counsel. That right extends under Utah law to all accused persons facing any possibility of incarceration or detention,<sup>4</sup> and to parents/legal guardians subject to child welfare proceedings and/or petitions to terminate their parental rights,<sup>5</sup> regardless of financial status.

Responsibilities. Systems must ensure individuals facing these proceedings, who are unable to afford counsel, are provided counsel at government expense.<sup>6</sup> Systems must also ensure the presence of defense counsel at all court proceedings, to avoid creating practical barriers to appointment or any pressure to waive counsel.

Restrictions. If a system seeks to recover/recoup public defender fees, it must strictly adhere to the statutory limitations and processes, to avoid undermining the right to counsel.<sup>7</sup> A system

<sup>3</sup> Indigent Defense Act, §78B-22-404(1)(c). The commission shall, "identify and collect data from any source, which is necessary for the commission to: (i) aid, oversee, and review compliance by indigent defense systems with the commission's minimum guidelines for the effective representation of indigent individuals; and (ii) provide reports regarding the operation of the commission and the provision of indigent defense services by indigent defense systems in the state."

<sup>4</sup> Indigent Defense Act, §§ 78B-22-102(8) (defining a minor who is "arrested and admitted into detention" or who is "charged by petition or information in the juvenile or district court" as indigent for the entitlement to court-appointed counsel), 78B-22-201 (explaining the other individuals who are entitled to the right to counsel)

<sup>5</sup> Indigent Defense Act, § 78B-22-201(1)(b)(parent and legal guardians have the right to counsel in abuse, neglect, or dependency proceedings; termination of parental rights; adult offenses; or proceedings listed in § 78B-6-112).

<sup>6</sup> Indigent Defense Act, §§ 78B-22-102(7) (requiring cities, towns, and counties to provide indigent defense services), and 78B-22-202(2), 78B-22-203(1) (requiring a court to determine indigency, and upon finding indigency, to appoint an indigent defense service provider under contract with a system to represent indigent individuals).

<sup>7</sup> Recoupment of public defender fees is permissible with limitations. Such fees cannot be combined with a plea agreement and must only happen post-conviction after a court makes an independent "ability to pay" determination.





## ATTACHMENT D: Core System Principles for Indigent Defense Services

may not, for example, assess fees without individualized assessments for each convicted individual, as statute requires the court to consider financial resources and the burden any fee will cause before imposing it. Systems reinvest any recouped funding in indigent defense services.

### PRINCIPLE 3/ SYSTEM PROVIDES PROPER SCOPE OF REPRESENTATION

- ***Principle 3A/ Scope of Representation: Attorney Activity***

Effective representation requires attorney activity that meaningfully addresses the allegations facing each client. Accordingly, indigent defense systems shall ensure that attorneys are regularly engaged in a scope of practice wherein the attorney will:

- Develop a theory of the case that guides the case strategy.
- Pursue available evidence through discovery and investigation.
- Examine and review all available evidence.
- File appropriate motions.
- Advise the client on the strengths and weaknesses of the state's case and on all implications of a plea offer, including direct and collateral consequences of accepting the plea offer.
- Litigate or adjudicate the allegations, unless a plea offer is consistent with the client's expressed wishes and represents a benefit to the client.
- Use investigative and other defense resources, as appropriate.

- ***Principle 3B/ Scope of Representation: Stages of the Proceedings***

Early Appointment. Systems must ensure that as soon as feasible, defense counsel is assigned and notified of appointment, and indigent individuals are notified of the identity of assigned counsel and how to contact counsel.<sup>8</sup>

Continuity. Systems must ensure an indigent individual has access to counsel at all critical stages of criminal proceedings,<sup>9</sup> and in delinquency and child welfare proceedings that

Utah Code §77-32a-108 ("The court may not include in the judgment a sentence that a defendant pay costs unless the defendant is or will be able to pay them. In determining the amount of costs, the court shall take into account the financial resources of the defendant, the nature of the burden that payment of costs will impose, and that restitution is the first priority."); *Fuller v. Oregon*, 417 U.S. 40, 45 (1974).

<sup>8</sup> Utah R. Prof. Conduct. 1.4 (Communication).

<sup>9</sup> A critical stage is "every stage of a criminal proceeding where substantial rights of a criminal accused may be affected." *Mempa v. Rhay*, 389 U.S. 128, 134 (1967). The right attaches when "formal judicial proceedings have begun." *Rothgery v. Gillespie County*, 554 U.S. 191, 212 (2008).





## ATTACHMENT D: Core System Principles for Indigent Defense Services

indigent individuals have counsel to represent them at all stages of the juvenile court proceedings.<sup>10</sup>

**Consistency.** Systems must ensure representation commences in a timely manner, extends for the proper period of representation, and proceeds with reasonable continuity, unless the client's needs dictate otherwise—meaning the same attorney must continuously represent a client, where feasible, until a case concludes.<sup>11</sup>

### **PRINCIPLE 4/ SYSTEM PROVIDES REPRESENTATION THAT IS INDEPENDENT AND FREE FROM INTERFERENCE**

Indigent defense counsel's primary and most fundamental responsibility is to promote and protect the interests of the client. A system must ensure defense counsel is free to defend clients zealously, based on counsel's own judgement, and without fear of termination, reduction in compensation, reduction in staff, or reduction in defense resources.<sup>12</sup> The selection, funding, and payment of defense counsel should be independent of the judiciary and the prosecution.<sup>13</sup>

### **PRINCIPLE 5/ SYSTEM RECOGNIZES DISTINCT AREAS OF SPECIALIZATION WITHIN INDIGENT DEFENSE**

Indigent defense encompasses distinct areas of practice: criminal defense, delinquency defense, parental defense, and appellate advocacy.<sup>14</sup> Each is its own area of specialization, requiring skills and knowledge distinct from what is required to practice in any other area.

Indigent defense systems must separately account for criminal defense, delinquency defense, parental defense, and appellate advocacy in their employment and contracting arrangements.<sup>15</sup>

<sup>10</sup> Minors are entitled to appointed counsel. Indigent Defense Act, §§ 78B-22-102(8)(a), 78B-22-203(1)(a). Once appointed, providers "shall provide indigent defense services for the indigent individual *in all court proceedings* in the matter for which the indigent defense service provider is appointed." §§ 78B-22-203(1)(a), 78B-22-202(1)(b).

<sup>11</sup> System should ensure defense counsel does not withdraw from representation inappropriately, as defense counsel is required at probation revocation hearings. *Mempha*, 389 U.S. at 137.

<sup>12</sup> Indigent Defense Act, § 78B-22-404(1)(a)(ii)(A) (systems must ensure providers have "the ability to exercise independent judgment without fear of retaliation and [are] free to represent an indigent individual based on the indigent defense service provider's own independent judgment").

<sup>13</sup> The "independence of counsel" is "constitutionally protected." *Strickland v. Washington*, 466 U.S. 668, 689 (1984).

<sup>14</sup> Indigent Defense Act, § 78B-22-201(1) (outlining the right to counsel in these four practice areas).

<sup>15</sup> Indigent Defense Act, § 78B-22-404(1)(a)(i)(B) (systems must ensure "a separate contract for each type of indigent defense service").





## ATTACHMENT D: Core System Principles for Indigent Defense Services

### PRINCIPLE 6/ SYSTEM ENSURES THE RIGHT TO APPEAL

Indigent defense systems must provide counsel for any first appeal of right,<sup>16</sup> and must separately account for the provision of appellate services to ensure the right to appeal.

### PRINCIPLE 7/ SYSTEM PROVIDES REPRESENTATION THAT IS FREE FROM CONFLICTS OF INTEREST

Effective representation is representation that is zealous, diligent, and free from conflicts of interest—as defined in the Utah Rules of Professional Conduct.<sup>17</sup> Indigent defense systems shall ensure that defense counsel manages conflicts of interest issues as required by the Utah Rules of Professional Conduct.<sup>18</sup> Systems shall provide appropriate employment and separate arrangements to account for conflict cases.<sup>19</sup> Those arrangements shall not create for defense counsel a financial disincentive to declare a conflict.<sup>20</sup>

### PRINCIPLE 8/ SYSTEM PROVIDES EFFECTIVE REPRESENTATION

Effective representation depends upon the zealous advocacy of qualified counsel, who receives training, has appropriate caseloads, has access to defense resources, and is properly compensated.

- *Principle 8A/ Qualifications and Training*

Indigent defense systems must ensure defense counsel's ability, training, and experience

<sup>16</sup> Indigent Defense Act, §§ 78B-22-201(1)(c), 78B-22-203(1)(a); *Douglas v. California*, 372 U.S. 353 (1963) (explaining that individuals who are "appealing a first appeal from a conviction or other final court action" have the right to counsel throughout the proceedings, and if such individuals are indigent, counsel will be appointed for them).

<sup>17</sup> Indigent Defense Act, § 78B-22-404(1)(a)(i)(A) (systems must ensure indigent individuals receive zealous and conflict-free indigent defense services); Utah R. Prof. Conduct. 1.1 (Competence), 1.2 (Allocation of Authority Between Client and Lawyer), 1.3 (Diligence), 1.4 (Communication), 1.6 (Confidentiality of information), 1.7 & 1.8 (Conflicts of Interest), 1.9 (Duties to Former Clients), 1.10 (Imputation of Conflicts of Interest), 1.14 (Client with Diminished Capacity), 1.15 (Safekeeping property), 1.16 (Declining or terminating representation), 1.18 (Duties to Prospective Client), 6.2 (Accepting Appointments).

<sup>18</sup> Indigent Defense Act, § 78B-22-404(1)(a)(ii)(H) (systems must ensure indigent service providers have "the ability to meet the obligations of the Utah Rules of Professional Conduct, including expectations on client communications and managing conflicts of interest").

<sup>19</sup> Indigent Defense Act, § 78B-22-404(1)(a)(i)(A) (systems must ensure an indigent individual receives conflict-free indigent defense services), Utah R. Prof. Conduct 1.7 through 1.10.

<sup>20</sup> Indigent Defense Act, § 78B-22-404(1)(a)(ii)(E) (systems must provide indigent defense providers with "adequate compensation without financial disincentives").





## ATTACHMENT D: Core System Principles for Indigent Defense Services

match the complexity of the case.<sup>21</sup> Systems must require counsel to receive continuing legal education in the areas indigent defense representation in which they practice.<sup>22</sup>

- ***Principle 8B/ Appropriate Caseloads***

Indigent defense systems must control defense counsel's total workload (including private and indigent caseloads in other jurisdictions) to allow for effective representation of each client. Total caseload must be set at a level that allows defense counsel to undertake the scope of work required to test the state's evidence in a meaningful way in each case.<sup>23</sup>

- ***Principle 8C/ Access to Defense Resources***

Indigent defense systems must equip defense counsel with the tools necessary to provide effective representation, by providing access to defense resources, which may include "costs for a competent investigator, expert witness, scientific or medical testing, transcripts, and printing briefs,"<sup>24</sup> social workers, interpreters, and forensic services.

Systems must avoid conflicts or disincentives for defense counsel—for example, flat rate contracts where counsel pays for services from their compensation, or procedures requiring defense counsel to reveal a request for resources to prosecutors.

- ***Principle 8D/ Proper Compensation***

Indigent defense systems must adopt appropriate rates and methodologies of compensation, sufficient to attract qualified applicants and to incentivize effective representation, which take into account the time, work, and complexity required to provide effective representation.

Indigent defense systems must avoid employment or contracting arrangements that create disincentives for effective representation—for example, flat fee contracts that provide no limit on the cases defense counsel will be assigned.<sup>25</sup> Systems must provide counsel with the ability to seek additional compensation for extraordinary cases, or additional attorneys when caseloads are too high.

<sup>21</sup> Indigent Defense Act, § 78B-22-404(1)(a)(ii)(F) (systems must ensure providers have "appropriate experience or training in the area for which the indigent defense service provider is representing indigent individuals").

<sup>22</sup> Indigent Defense Act § 78B-22-404(1)(a)(ii)(G) (systems must ensure compensate providers "for legal training and education in the areas of the law relevant to the types of cases for which the indigent defense service provider is representing indigent individuals").

<sup>23</sup> Indigent Defense Act, § 78B-22-404(1)(a)(ii)(D) (systems must ensure all providers have "a workload that allows for sufficient time to meet with clients, investigate cases, file appropriate documents with the courts, and otherwise provide effective assistance of counsel to each client").

<sup>24</sup> Indigent Defense Act, §§ 78B-22-102(4) & 78B-22-404(1)(a)(ii)(B).

<sup>25</sup> Indigent Defense Act, § 78B-22-404(1)(a)(ii)(E) (systems must provide indigent defense providers with "adequate compensation without financial disincentives").





## ATTACHMENT F: Social Worker Agreement

An indigent defense services system that receives funding for a social worker may directly employ or enter into a contract with a social worker to participate in an interdisciplinary legal team. Whether the system employs or contracts with a social worker, the system will ensure that the worker complies with the following requirements and conditions, and with social worker practice standards established by the Indigent Defense Commission (IDC).

1. The system may employ or contract with a social worker whose qualifications meet the requirements stated in section 78B-22-805 (1).
2. If the system hires a social worker, the managing defender will ensure that the social worker complies with all requirements of the program as established by the IDC and agreed to by the system.
3. If the system contracts with a social worker, the managing defender will ensure that the contract requires the social worker to comply with the requirements of the program as established by the IDC and agreed to by the system.
4. Whether the system employs or contracts with a social worker, the managing defender will establish an office policy for assigning and overseeing cases.
5. If the system assigns an attorney to work with a social worker as part of an interdisciplinary legal team, the managing defender will ensure that the attorney understands the practice standards applicable to the members of the interdisciplinary legal team and that they will meet the IDC's requirements for collecting and reporting data.
6. The social worker will collect and report data requested by the Office of Indigent Defense Services (OIDS) or the IDC. The managing defender will ensure that data is collected and reported to the OIDS as a part of the system's quarterly reporting. The OIDS will provide a report template to the managing defender, the social worker, and each attorney who is part of an interdisciplinary legal team to facilitate data reporting.
7. The managing defender and the social worker will participate in monthly meetings with OIDS staff to review case status, activity, and caseloads for the social worker.



# ITEM # 13

Discuss/Vote on Commission Support for Alton's De-  
annexation of Certain Portions of Alton Town (Resolution  
No. R 2025-19)



**KANE COUNTY COMMISSION**

**RESOLUTION NO. 2025-19**

**A RESOLUTION SUPPORTING THE DE-ANNEXATION OF CERTAIN PARCELS FROM THE INCORPORATED BOUNDARIES OF ALTON TOWN, UTAH**

WHEREAS, Kane County, Utah, is a political subdivision of the State of Utah vested with authority to support and advocate for policies and actions that promote the orderly development, governance, and service provision within its jurisdiction; and

WHEREAS, Alton Town is a municipal corporation within Kane County, organized under the laws of the State of Utah; and

WHEREAS, the following parcels were previously annexed into the incorporated boundaries of Alton Town:

A-3-1-ANNEX, A-3-2-ANNEX, A-3-3-ANNEX, A-3-4-ANNEX, A-3-5-ANNEX, A-3-5A-ANNEX, A-3-6-ANNEX, A-3-7-ANNEX, A-3-8-ANNEX, A-3-9-ANNEX, A-3-11-ANNEX, A-3-12-ANNEX, A-3-13-ANNEX

WHEREAS, the Kane County Commission has reviewed and considered the circumstances surrounding the annexation and the request for de-annexation of these parcels from Alton Town, and finds that removal from municipal boundaries is consistent with the desires of affected property owners, and may improve alignment of jurisdictional responsibilities and services; and

WHEREAS, Utah Code governs the procedures and requirements for boundary adjustments and de-annexation actions, and it is the intent of the County to support lawful de-annexation efforts that meet statutory requirements and serve the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF KANE COUNTY, UTAH:

Kane County formally supports the de-annexation of the above-listed parcels from the municipal boundaries of Alton Town, Utah.

This resolution shall become effective immediately upon its adoption.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS

KANE COUNTY, UTAH

\_\_\_\_\_  
CHAIR-Celeste Meyeres

\_\_\_\_\_  
COMMISSIONER- Patty Kubeja

\_\_\_\_\_  
COMMISSIONER- Gwen Brown

ATTEST:

\_\_\_\_\_  
KANE COUNTY CLERK/AUDITOR



# ITEM # 14

Discuss/Vote on Position of Support for United States Senate Legislation for Targeted Disposal of 1% or Less of Federally Controlled Land for Local Housing and Community Infrastructure (Resolution No. R 2025-20)





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## MANDATORY DISPOSAL OF BUREAU OF LAND MANAGEMENT LAND AND NATIONAL FOREST SYSTEM LAND FOR HOUSING

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**Background:** There is a nationwide shortage of 4.5 million houses and a shortage of 7.1 million affordable and available homes. The Federal government owns nearly a third of the country with the Bureau of Land Management (BLM) owning over 245 million acres and the Forest Service (FS) owning 193 million acres. Effectively, none of this land can be used for housing. In the West, this means that the federal government is depriving our communities of needed land for housing and inhibiting growth. President Trump recognized the connection between federal land ownership and the housing crisis, which is why he pledged to “open up portions of federal land for large-scale housing construction.” Also looking to tackle this problem, Secretaries Burgum and Turner created the Joint Task Force on Federal Land for Housing. This proposal allows a fraction of 1% of federal land to be used to build houses. In doing so, it will create thousands of jobs, allow millions of Americans to realize the American dream, and reduce the deficit and fund our public lands.

### Summary of Proposal:

- Requires BLM and FS to sell a minimum of 0.5% and a maximum of 0.75% of their estates for housing and associated community needs. This will increase the supply of housing and decrease costs for millions of Americans.
- Creates a process for interested parties, including States and units of local governments, to nominate land for disposal to meet housing and community needs. This process includes consultation with Governors and Indian Tribes and allows States or units of local government to have a right of first refusal to purchase land.
- Prohibits the sale of lands with special designations, such as National Parks, National Monuments, wilderness areas, or national recreation areas. Prohibits the sale of any land where there is a valid existing right, including mining claims, grazing permits, mineral leases, or rights of ways.
- Requires receipts from sales to go the Treasury, other than
  - 5% which will go to the unit of local government where the parcel is sold for essential infrastructure directly supporting housing development or other associated community needs; and
  - 5% which will go to deferred maintenance of BLM and FS lands in the state where the lands are sold.
  - Any funds that States are owed under existing law.
- Requires all conveyances to be completed within five years of enactment and appropriates \$5,000,000 to BLM and \$5,000,000 to FS to ensure that all sales and conveyances occur in a timely manner.

This proposal is estimated to generate \$5 to \$10 billion during the 2025-2034 period. This proposal is central to relieving the housing crisis, fulfilling President Trump’s housing and public lands agenda, and creating jobs and strong economic growth in the West.



## **MANDATORY DISPOSAL OF BUREAU OF LAND MANAGEMENT LAND AND NATIONAL FOREST SYSTEM LAND FOR HOUSING**

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- What does this proposal do?
  - Requires Bureau of Land Management (BLM) and Forest Service (FS) to identify lands to be sold and then, the agencies sell a minimum of 0.5% and a maximum of 0.75% of their estates for housing and associated community needs. This will increase the supply of housing and decrease housing costs for millions of American families.
- Why is it needed?
  - There is a nationwide shortage of approximately 4 million homes and a shortage of 7 million affordable homes. This extreme lack of supply and affordability, coupled with excessive federal land ownership in the West constrains economic growth and the opportunity for western communities to thrive. Unlocking federal land for housing will develop millions of single-family homes, resulting in greater housing supply and making housing more affordable.
- How does current policy prevent housing development?
  - The Federal government owns approximately 640 million acres of land in the United States, nearly a third of the country. The Bureau of Land Management (BLM) owns over 245 million acres and the Forest Service (FS) owns 193 million acres. Current law effectively prevents any housing from being built on this land.
- Does this fulfill President Trump's agenda?
  - The American people elected President Trump with a historic mandate to spur economic growth and address the housing crisis. That's why he pledged to "open up portions of federal land for large-scale housing construction."
- Does this proposal sell National Parks or National Monuments?
  - No. The proposal excludes the sale of National Parks, National Monuments, National Recreation Areas, Wilderness areas, and nearly every other protected designations.
- So what sort of land are we actually talking about?
  - The Department of the Interior estimates that the BLM has about 1.2 million acres of land within 1 mile of a population center and another 800,000 acres within 1-5 miles of a population center. The Forest Service has over 1 million acres within 1 mile of a population center. Much of this land may qualify for disposal.
- Once the land is sold, can it be used for anything?
  - No. The party who buys the land must use it for housing or community development needs.



- Is this a massive sell-off of federal lands?
  - No. This proposal requires disposal of only 0.5%-0.75% of the BLM and FS estates. It leaves the remaining 99.25% untouched.
- Does the federal government currently dispose of federal land?
  - Yes. Under a variety of statutes, the BLM sells thousands of acres of federal land every year. In fact, even the Clinton Administration identified over 3 million acres as suitable for disposal.
- What types of lands will be prioritized for disposal?
  - The proposal prioritizes lands that are nominated by States or units of local governments; are adjacent to existing developed areas; have access to existing infrastructure; are suitable for residential housing; reduce checkerboard land patterns; or are isolated tracts that are inefficient to manage.
- Where does the money from these sales go?
  - The proposal requires receipts from sales to fund the BLM and FS deferred maintenance backlog, states and municipalities, and the Treasury:
    - 5% which will go to the unit of local government where the parcel is sold for essential infrastructure directly supporting housing development or other associated community needs;
    - 5% which will go to deferred maintenance of BLM and FS lands in the state where the lands are sold;
    - Any funds that States are owed under existing law.
    - The rest of the receipts go to the Treasury to reduce the deficit.
- Will this proposal upend existing land use practices?
  - No. Land with valid existing rights, like grazing permits, cannot be sold.
- Do States, counties and Tribes have a seat at the table?
  - The proposal creates a process for interested parties, including States and units of local governments to nominate land for disposal to meet housing and community needs. It includes consultation with Governors, local governments, and Indian Tribes and allows States or units of local government to have a right of first refusal to purchase land.
- Will this impact hunting and fishing opportunities on federal lands?
  - No. This proposal leaves 99.25% of BLM and FS lands untouched and prioritizes disposal of lands that are suitable for development. We expect nearly all of the land to be disposed of to be within 5 miles of a population center.
- Does this proposal require careful analysis and a thorough process?
  - Yes. There is an extensive process for interested parties like States and local governments to nominate land for disposal to meet housing and community needs. This process includes consultation with Governors and Indian Tribes and preserves environmental and cultural reviews.
- Will this proposal reduce the deficit?
  - Yes. CBO estimates that this would proposal generate between \$5 to \$10 billion in the 2025-2034 period. The proposal requires the land to be sold for fair market value which will produce revenue.



**R-2025-20 A RESOLUTION OF THE KANE COUNTY COMMISSION  
SUPPORTING FEDERAL LAND DISPOSAL FOR HOUSING AS PROPOSED  
BY SENATOR MIKE LEE**

**WHEREAS, the State of Utah is comprised of nearly two-thirds federally managed land, presenting significant limitations on the ability of local governments to support affordable housing and community infrastructure;**

**WHEREAS, Kane County is made up by more than 90% federal land, making it particularly difficult to provide adequate housing opportunities for local workforce, families, and future generations;**

**WHEREAS, the lack of accessible land for residential homes and essential community infrastructure, such as roads, water systems, emergency services buildings and other utilities has contributed to rising housing costs, restricted economic sustainability, and increased strain on rural Counties throughout the state of Utah ;**

**WHEREAS, Senator Mike Lee has proposed language in the Senate Energy and Natural Resources Budget Reconciliation text that would require the Bureau of Land Management and the U.S. Forest Service to identify and dispose of 0.5% to 0.75% of their land holdings, prioritizing parcels adjacent to existing communities and infrastructure, and nominated by local governments for housing and community development;**

**WHEREAS, the proposed legislation includes critical safeguards ensuring that disposed lands are used exclusively for residential housing or community purposes, protects valid existing rights such as grazing, mineral, and recreational uses, protects already designated lands, and directs a portion of the proceeds back to local governments for infrastructure development supporting ongoing maintenance costs;**

**WHEREAS, the proposed legislation empowers counties and local governments to nominate specific parcels and exercise a first right of refusal, ensuring that federal land disposed under this initiative aligns with locally determined priorities and avoids unwanted development such as short term rental communities or other incompatible uses, while also preventing large corporate interests from acquiring public land;**

**WHEREAS, Kane County believes that this legislation provides a practical and responsible mechanism to help address housing and community needs while preserving the integrity of and access to public lands;**

**NOW, THEREFORE, BE IT RESOLVED by the County Commission of Kane County, Utah, as follows:**

- 1. The Kane County Commission formally expresses its strong support for Senator Mike Lee's proposal to dispose of select federal lands for the purpose of increasing attainable and affordable housing.**
- 2. Kane County supports the provision of local governments having the ability to nominate parcels for disposal and to acquire such land through a right of first refusal.**
- 3. The Commission supports continued collaboration between federal land management agencies and local governments to ensure that land disposal efforts align with community planning, environmental stewardship, and infrastructure readiness.**



PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
KANE COUNTY, UTAH

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Commission Chair-Celeste Meyeres

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Commissioner- Patty Kubeja

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Commissioner-Gwen Brown

ATTEST:

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Clerk/Auditor-Chameill Lamb



# ITEM # 15

2025 Tax Sale Minutes



### **MINUTES OF THE 2025 MAY TAX SALE**

Present: Clerk/Auditor Chameill Lamb, Deputy Clerk/Auditors – Heather Narramore, Candice Brown and Mandi Staton; Treasurer- Deputy Treasurers - Trish Spendlove.

The 2025 May Tax Sale was called to order at 10:00 a.m. on Thursday, May 29th, in the Commission Chambers of the Kane County Courthouse.

The County Auditor began by welcoming the bidders and reading Ordinance 2016-8, Public Notice, Method of Sale and Kane County May Tax Sale Rules.

Each parcel was presented by number, owner, account number and serial number. Total taxes, penalties, interest and administrative costs of each parcel were also announced.

Tax Sale #2: Account #0027543, Serial #P-B-18. Amount owed for taxes and fees \$1,028.47. The beginning bid was \$1,028.47. The ending bid was \$4,000.00. Purchaser: Daron Ruiz as Joint Tenants.

Tax Sale #3: Stricken to the County.

WHERE UPON MEETING ADJOURNED AT 10:30 A.M.

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Celeste Meyeres  
Commission Chair

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Chameill Lamb  
Clerk/Auditor

<b>Tax Sale #</b>	<b>Account #</b>	<b>Parcel #</b>	<b>Notes</b>
1	0052624	22-70	REDEEMED
2	0027543	P-B-18	SOLD
3	0139538	X-7-420	STRICKEN
4	0069495	35-H-3	REDEEMED
5	0008162	B-J-G-5	REDEEMED
6	0054992	25-A-18	REDEEMED
7	0072739	4-2	REDEEMED
8	0072747	4-3	REDEEMED
9	0072754	4-4	REDEEMED
10	0072788	4-5	REDEEMED
11	0173420	G-214-1	REDEEMED
12	0007321	B-J-C-21	REDEEMED



# ITEM # 16

Review of Legislative Issues



# ITEM # 17

Commissioner Report on Assignments