

COMMISSION MEETING

PACKET

DATE:

August 5, 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, August 5, 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 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: July 23, 2025-\$968,239.06 and July 30, 2025-\$81,998.56

Approval of: Commission Meeting Minutes and Public Hearing Minutes for July 22, 2025

REGULAR SESSION:

1. Award Paint Striping Contract for the Sand Dunes Road / Commissioner Meyeres
2. Kane County Resolution No. R 2025-27 a Resolution Approving the Kane County Emergency Operations Plan / Commissioner Kubeja
3. Discuss/Approval of the Fire District Feasibility Study Contract / Full Commission
4. Discuss/Approval of Kanab Center Schedule of Fees / Commissioner Kubeja
5. Capital Improvements/Construction Update / Commissioner Kubeja
6. Discuss/Vote on Recommendation from County Economic Opportunity Board to Fund up to \$30K of State Governor's Office of Economic Opportunity Funds for Duck Creek Village Parking and Trail Preservation Project / Commissioner Meyeres

- 7. Discuss/Approve Support of Kane County MOA with ICE Regarding the Warrant Service Officer Program Under 287(g) of the Immigration and Nationality Act of 1996 / Full Commission**
- 8. Quit Claim Warranty Deed-Chameill Lamb / Commissioner Kubeja**
- 9. Recognition of Shea Owens New Justice Court Judge / Commissioner Brown**
- 10. Review of Legislative Issues / Full Commission**
- 11. 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: July 23, 2025-\$968,239.06 and
July 30, 2025-\$81,998.56**

**Commission Meeting Minutes and Public Hearing
Minutes for July 22, 2025**

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
July 22, 2025 at 10:00 AM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

Commissioner Attendance: Chair Celeste Meyeres, Commissioner Patty Kubeja, and Commissioner Gwen Brown

Other County Officials in Attendance: Attorney Stott, Chameill Lamb, Rhonda Gant, Keiren Chatterley, Janette Peatross, Shannon McBride, Alan Alldredge, and Taylor Glover

CALL MEETING TO ORDER: Commissioner Meyeres

WELCOME: Commissioner Meyeres

INVOCATION: Commissioner Kubeja

PLEDGE OF ALLEGIANCE: Chameill Lamb

PUBLIC COMMENT:

No public comment.

CONSENT AGENDA:

Check Edit Report: July 9, 2025-\$1,005,168.31 and July 16, 2025-\$1,031,112.51

Motion to approve the Consent Agenda, which includes the Check Edit Report for July 9, 2025 for \$1,005,168.31 and July 16th in the amount of \$1,031,112.51 as well as the approval of the Commission Meeting Minutes for July 8, 2025 made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.

REGULAR SESSION:

- 1. Public Hearing Regarding the Appointment of Steve Shrope to the Kane County Water Conservancy District Board**

Commissioner Meyeres opened it up to public hearing.

No public comment.

Commissioner Meyeres closed the public hearing.

2. Kane County Resolution No. R 2025-23 a Resolution Appointing Steve Shrope to the Kane County Water Conservancy District Board / Commissioner Kubeja

Motion to approve Kane County Resolution R 2025-23 a Resolution appointing Steve Shrope to the Kane County Water Conservancy District Board made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye

Commissioner Kubeja-aye

Commissioner Meyeres-aye

3. Review/Approval of Public Defender Contract for Mr. Troy Sundquist / Full Commission

Motion to approve the contract presented for the public defender for Mr. Troy Sundquist made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye

Commissioner Kubeja-aye

Commissioner Meyeres-aye

4. Review/Approval of Five County Association of Governments FY25 Contract Amendment and Report / Commissioner Kubeja

Jerica said that the contract amendment shows that we drew down more than they offered us because there was more money on the table. She said that we are getting a meals-on-wheels delivery truck and they gave us more for our deliverable services.

Motion to approve the Five County Association of Governments updated contract for Fiscal Year 2025 as presented made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye

Commissioner Kubeja-aye

Commissioner Meyeres-aye

5. Review/Approval of Five County Association of Governments Area Agency on Aging FY26 Contract / Commissioner Kubeja

Commissioner Kubeja mentioned that this is basically the same contract from last year, but there has been a decrease in the amount of funds we will receive.

Motion to approve the FY26 Five County Association of Governments Area Agency on Aging contract as presented made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye

Commissioner Kubeja-aye

Commissioner Meyeres-aye

6. Ordinance 2025-21 an Ordinance Amending the Zoning of Lot 18-49A from R-1/2 to R-1 – Shannon McBride / Commissioner Brown

Commissioner Brown stated that the applicant had two lots they joined together, but they were still zoned R-1/2. They want to build a guest home, so they need R-1 zoning.

Motion to approve Ordinance 2025-21 an Ordinance amending the zoning of lot 18-49A from R-1/2 to R-1 made by Commissioner Brown and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye

Commissioner Kubeja-aye

Commissioner Meyeres-aye

7. Kane County Ordinance No. O 2025-22 an Ordinance Revising Kane County Land Use Ordinance Adding Article F Home Occupation into Chapter 6 Residential Zones - Shannon McBride / Commission Brown

Commissioner Brown said that they are trying to define what home businesses they could have and what was allowed in residential zones.

The commission wanted to change a few things on the ordinance, so they were going to have Attorney Stott make the changes and then they would bring it back to a different meeting.

Commissioner Meyeres tabled agenda item #7 until a future date.

8. Discuss/Vote on Contract for Services for East Zion Trails Cultural Survey Work, Funded by Governor's Office of Economic Opportunity, through GOEO's Rural County Development Fund / Commissioner Meyeres

Kelly Stowell said this is part of the East Zion Trails Program to develop some hiking trails on the south side of highway, which they have been working on since 2018. They are trying to work through all of the environmental issues with it. One of the big ones is wildlife studies and cultural surveys and the work needs to be done by the end of this year.

Motion to approve the contract for services for East Zion Trails cultural survey work, funded by the Outdoor Recreation Initiative with approval pending our changes made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye

Commissioner Kubeja-aye

Commissioner Meyeres-aye

9. Kane County Resolution No. R 2025-24 a Resolution Annexing the Towns of Big Water and Alton into the Kane County Human Resource Special Service District / Commissioner Brown

Commissioner Brown said that they have been working on this for a few months and now the whole county will be included in this special service district that the hospital provides.

Motion to accept Kane County Resolution No. R 2025-24 a Resolution annexing the towns of Big Water and Alton into the Kane County Human Resource Special Service District made by Commissioner Brown and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye

Commissioner Kubeja-aye

Commissioner Meyeres-aye

10. Discuss/Vote on Resolution R 2025-25 a Resolution Supporting the Rebuilding of the Historic North Rim Lodge Following the Destruction Caused by the Dragon Bravo Fire / Full Commission

Commissioner Meyeres thought it would be good to have a show support that we could take to Utah leadership as well as Arizona leadership, showing that we really want to rebuild and will do whatever we can to help.

Motion to adopt Resolution R 2025-25 supporting the rebuilding of the historic North Rim Lodge following the destruction caused by the Dragon Bravo fire made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

11. Discussion/Decision about Letter of Support/RFP Submission (New Utah Code) for Entities Providing 911 Services in Kane County / Commissioner Kubeja

Commissioner Kubeja said that Cedar Mountain Service District had reached out wanting to get a letter of support to renew their EMS license. The new SB215, which went into effect in May requires not only a letter of support, but we have to put a Request for Proposal out to see if there is anyone out there that would like to provide EMS for our county.

Ben Armstrong, EMS director with Kane County Hospital, suggests that the county do a letter of request and submit it to the Utah Bureau of EMS requesting that Cedar Mountain's renewal date be pushed forward to match the Kane County Hospital's renewal date.

Motion to submit a letter of request to Utah Bureau of EMS asking them to realign the two providers in our county, so their expiration date is the same made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

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

12. Discuss/Vote on Whether to Propose a Declaration of Disaster to Provide Economic Relief for Kane County Businesses Impacted Financially by the White Sage Fires and the North Rim Fire Destruction of Grand Canyon Park Infrastructure / Full Commission

Alan Alldredge suggests they put an Economic Disaster Declaration together and then run it through the state. This may help open up the avenue for businesses to get an SBA loan if they are needing it.

Attorney Stott presented a DRAFT declaration for the commission to look at and make changes to. He will make the suggested changes to it and get signatures then submit it to Alan.

Motion to have the DRAFT Declaration of Economic Disaster be approved by the commission contingent upon the changes detailed and then submitted accordingly made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

13. Financial Update / Full Commission

Chameill gave a quarterly update on where the county is at with revenues and expenditures.

14. Review of Legislative Issues / Full Commission

Commissioner Meyeres stated that she received a call this morning from our new representative for Congresswoman Maloy's office and his name is Bruce Summer. She also had a discussion with our Utah House Representative Logan Monson about some of the challenges we are facing and some of the projects we are hoping to accomplish.

The commission also had a training from Utah Association of Counties regarding data governance.

15. Commissioner Report on Assignments / Full Commission

Commissioner Brown

- Extension Office reported that they just finished the STEM program and now they are working on robotics and the Kane County Fair
- Justice Court Judge Shea Owens is now certified by the Judicial Council
- Disclosure notices went out last week
- Most departments are fully staffed now
- They are going to delay getting a back-up payroll person until we get the new system
- Wellness challenge

Commissioner Kubjea

- Went to a NACo Conference
- We are prepping for the fair
- We are going to apply for an ORI grant
- July 24th activities at the reservoir

Commissioner Meyeres

- Went to Fredonia for a daily briefing on the fires

Motion to adjourn at 11:39 A.M. made by Commissioner Brown and motion carried with all Commissioners present voting in favor.

WHERE UPON MEETING WAS ADJOURNED

Celeste Meyeres Chair

Chameill Lamb Clerk/Auditor

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
July 22, 2025 at 6:00 PM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

Commissioner Attendance: Chair Celeste Meyeres, Commissioner Patty Kubeja, and Commissioner Gwen Brown

Other County Officials in Attendance: Attorney Stott and Chameill Lamb

CALL MEETING TO ORDER: Commissioner Meyeres

WELCOME: Commissioner Meyeres

REGULAR SESSION:

- 1. Public Hearing Regarding Resolution No. R 2025-18 a Resolution Giving Notice of Intent to Annex Certain Territory into the Church Wells Special Service District.**

Commissioner Meyeres called us into public hearing.

Mayor Schmuker mentioned that he thinks this will be a really good thing for all the residents in that area so they can help them with fire.

Janette stated that the amount they will be collecting in funds would be the same that they collect in Church Wells.

Commissioner Meyeres closed public hearing.

Commissioner Kubeja mentioned that with the timeline of this there will probably not be any funds collected in 2025, it would be 2026 when the funds could be collected.

Mayor Schmuker said they had an incident (vehicle rollover) on Hwy 89 a few days ago and would like to know how they get paid back for going out there and doing that.

Commissioner Kubeja said they would need to look into how they would get reimbursed.

Motion to adjourn at 6:12 P.M. made by Commissioner Kubeja and motion carried with all Commissioners present voting in favor.

WHERE UPON MEETING WAS ADJOURNED

Celeste Meyeres Chair

Chameill Lamb Clerk/Auditor

AGENDA

ITEMS

ITEM # 1

Award Paint Striping Contract for the Sand Dunes Road

Sand Dunes Road Striping Project

RFP Scoring Sheet

Scorer #	Bidders	Technical	Experience	Cost	Timeline	Totals
		30	30	25	15	
1	Straight stripe	28	29	25	12	94
	Road safe	28	23	9.19	12	72.19
	Clearline	28	23	11.48	15	77.48
	Hulxe	26	24	12.45	15	77.45
2	Straight stripe	27	29	25	12	93
	Road safe	27	25	9.19	12	73.19
	Clearline	27	23	11.48	15	76.48
	Hulxe	27	24	12.45	15	78.45
3	Straight stripe	25	26	25	12	88
	Road safe	25	20	9.19	12	66.19
	Clearline	25	20	11.48	15	71.48
	Hulxe	26	25	12.45	15	78.45
4	Straight stripe	26	26	25	12	89
	Road safe	26	20	9.19	12	67.19
	Clearline	28	23	11.48	15	77.48
	Hulxe	26	23	12.45	15	76.45

Straight stripe	364
Road safe	278.76
Clearline	302.92
Hulxe	310.8

ITEM # 2

Kane County Resolution No. R 2025-27 a Resolution
Approving the Kane County Emergency Operations Plan

RESOLUTION NUMBER R-2025-27

**A RESOLUTION APPROVING THE KANE COUNTY
EMERGENCY OPERATIONS PLAN**

WHERE AS, Kane County desires to prepare for emergency situations which may arise within its borders, and,

WHERE AS, Kane County desires to comply with requirements of the National Incident Management System,

NOW THEREFORE, it is hereby resolved by the County Commissioners of Kane County, Utah, as follows:

At the request of Kane County Emergency Services, the following Emergency Operations Plan be accepted by the Kane County Board of Commissioners as an all-hazards plan to be referenced in case of natural or man-made emergencies within the borders of Kane County. The plan will be maintained and updated by the Office of Emergency Services, with all changes being approved by the Kane County Board of Commissioners. The plan will be NIMS compliant.

VOTED UPON AND PASSED BY THE KANE COUNTY COMMISSION AT A MEETING OF THE KANE COUNTY COMMISSION HELD ON THE 5TH DAY OF August 2025.

KANE COUNTY, UTAH

Celeste Meyers, Chair
Kane County Commission

ATTEST:

Patty Kubeja
Commissioner

Chameill Lamb
Kane County Clerk-Auditor

Gwen Brown
Commissioner

ITEM # 3

**Discuss/Approval of the Fire District Feasibility Study
Contract**

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO KANE COUNTY, UTAH

Matrix Consulting Group

THIS AGREEMENT, entered into this X day of Y, 2025, and effective immediately by and between Matrix Consulting Group (hereinafter called the "CONSULTANT" and the County of Kane, Utah (hereinafter called "COUNTY"), WITNESSETH THAT,

WHEREAS, the COUNTY desires to engage the CONSULTANT to conduct a Fire District Feasibility Study.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- (1) **Employment of Consultant.** COUNTY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in COUNTY'S Request for Proposals dated May 20, 2025, and incorporated into this Agreement as Attachment A; and CONSULTANT'S Proposal dated June 06, 2025, and incorporated into this Agreement as Attachment B.
- (2) **Time of Performance.** All services to be performed hereunder by the CONSULTANT shall be completed within six months of the project start date unless this Agreement is terminated earlier as provided for herein.
- (3) **Compensation.** The COUNTY agrees to pay the CONSULTANT a sum not to exceed FIFTY THOUSAND dollars (\$50,000). CONSULTANT agrees to complete the project and all services provided herein for said sum.
- (4) **Method of Payment.** The CONSULTANT shall bill monthly for hours completed to date as described in the CONSULTANT'S Price Proposal. Total payments shall not exceed the amount shown in (3) Compensation, above. COUNTY shall pay invoices within thirty (30) days of receipt.
- (5) **Changes.** COUNTY may, from time to time, require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between COUNTY and the CONSULTANT, shall be incorporated in a written amendment to this Agreement that is signed by both parties.
- (6) **Services and Materials to be Furnished by COUNTY.** COUNTY shall furnish the CONSULTANT with all available necessary, non-confidential information, data, and

material pertinent to the execution of this Agreement. COUNTY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.

- (7) **Termination of Agreement.** If, for any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligation under this agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
- (8) **Records and Inspections.** CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one (1) year after the completion of the project. COUNTY shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- (9) **Completeness of Contract.** This "Agreement to Provide Professional Consulting Services to Kane County, Utah" including Attachments A and B, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- (10) **Insurance.** Consultant agrees to maintain insurance during the term of this Agreement: for comprehensive general liability in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate; automobile liability insurance in the amount of \$2,000,000; workers' compensation insurance in the amount of \$1,000,000 and professional liability in the amount of \$2,000,000 per occurrence and \$3,000,000 in aggregate. CONSULTANT also carries a \$3,000,000 umbrella policy. CONSULTANT shall provide COUNTY with an insurance certificate which names the COUNTY as an additionally insured under the foregoing coverages.
- (11) **Assignability.** The parties hereby agree that Consultant may not assign, convey, or transfer its interest, rights, and duties in this Agreement without the prior written consent of COUNTY.
- (12) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties by private courier (e.g., FedEx, UPS, etc.) or in the United States mail, postage paid, to the addresses noted below:

Name Title
Client
Address
City State Zip

Alan Pennington, President
Matrix Consulting Group
1875 S Grant Street, #960
San Mateo, CA 94402

IN WITNESS WHEREOF, COUNTY and the CONSULTANT have executed this agreement as of the date first written above.

COUNTY

By: _____

Name, Title

Date:

MATRIX CONSULTING GROUP, LTD.

By: _____

Alan Pennington, President

Date:

ITEM # 4

Discuss/Approval of Kanab Center Schedule of Fees

Kanab Center LOCAL ENTITY User Agreement

20 N. 100 E. Kanab, UT 84741 | (435) 644-4333

Effective 6/10/2024

Kanabcenter.com

canderson@kane.utah.gov

Group or Organization Name (Lessee):	Date of Event:	Date of Request:
Event:	Projected # of People:	
Lease Agreement Fee:	Deposit Due:	
Room(s)/Space(s) Requested:	Setup Time:	
Start Time:	Anticipated End Time:	
Responsible Party:	Phone:	
Mailing Address:	Email:	
NOTES:		

Kane County encourages local groups and organizations to utilize the Kanab Center for rental purposes and will do their best to accommodate all requests. Other than scheduled Kane County School District professional development events, **conventions are provided first choice of dates more than 12 months in advance. Any exceptions to such priority must be approved by the Kanab Center Coordinator (Coordinator).**

To accommodate as many rental applicants as possible and to achieve maximum occupancy and space efficiency, Kanab Center bookings will often result in simultaneous facility use by multiple occupants. The Kanab Center Coordinator will notify you when this occurs and give instructions on entering and exiting the facility to ensure there is no disruption to any events taking place. FREE USE for local use is limited to 2 hour blocks.

FEES*

The following applies to **local** individuals/groups. To be local, the individual must be a resident of Kane County, and the organization must be based in or headquartered in Kane County. A non-local organization cannot simply ask a local resident to book on their behalf.

LOCAL PUBLIC ORGANIZATIONS Kane County, Kanab City, Kane County School District, and any activity/group sponsored by such organizations. No deposit required, and no 2-hour limit. Rental fees of additional items apply.

LOCAL COMMUNITY EVENTS Community or civic events open to the general public with no admission costs. Blood drives, public awareness, free concerts, etc. Deposit required. Rental fee of additional items apply. Rental rates apply only if more than 2 hours. EXCLUDES Ballroom use. One event per resident, no stacking on time blocks.

NON-PROFIT EVENTS Family groups, birthdays, wedding receptions, class reunions, business meetings, holiday parties, company parties, etc. *Rental fee of additional items applies. Rental rates apply only if more than 2 hours. EXCLUDES Ballroom use.*Free Use Facility use rules apply.

COMMERCIAL PROFIT MAKING ORGANIZATIONS This includes any individual or group that will make a profit or charge for the services rendered in the facility at the scheduled time. Deposits and rental rates apply, regardless of time rented.

*fees may apply for additional services/rentals (see fee schedule) *rules for care of facility for all free use are listed below

PARTIES

The parties to this Agreement are Kane County (Owner) and Lessee as listed above.

LEASE OF KANAB CENTER

Owner agrees to temporarily lease the specific space and rooms of Kanab Center as listed above, located at 20 N 100 E Kanab, UT 84741. Lessee may have access to the facilities for set up beginning at the time set forth above, may have access to space 10 minutes prior if scheduled in advance, and shall vacate the facilities by the approximate end time as set forth above. If Lessee does not vacate the facilities within a reasonable time of the anticipated end time as set forth above, Lessee may be subject to additional fees as determined by the Kanab Center Coordinator.

PAYMENT

Lessee agrees to pay a Deposit and Lease Agreement Fee in the amount as listed above. The Deposit shall be paid within fourteen days of executing and delivering this Lease Agreement and shall be credited toward the Lease Agreement Fee. The Lease Agreement Fee less the amount of the Deposit that has already been paid is due three weeks prior to the start of the event. Other additional or incidental costs that accrue will be due upon receipt of an invoice from Owner. If the Deposit or Lease Agreement Fees are not paid on time, Owner may cancel this agreement and the reservation of the Kanab Center.

SCHEDULING

Local events will primarily be in Building B, unless scheduling or specific needs require that such events take place in Building C. If Lessee has scheduled a free use event, Lessee agrees to work with the Coordinator in good faith regarding any reasonable requests to accommodate a later conflict in scheduling. Free use is required to schedule 24 hours in advance. Reservations are to be made Monday-Friday during business hours (9am-5pm) One free use lessee can sublease their reservation time to another individual or group at no charge, with the release of their key access code to sublease. However, the original lessee is responsible for any damages, misuse of facility or facility care. Free use is only guaranteed up to 3 weeks of use at a time. If you book a free use time block (2 hours) and are a "no show" you may be asked to pay a deposit for future use. YOUR LOCK IN DATE IS 4/24/2025

CANCELLATION AND REFUNDS

The Deposit is non-refundable and the full Lease Agreement Fee is non-refundable for cancellations within three weeks of the event. A full refund of the Deposit and Lease Agreement Fee will be made in full in the event that the Owner is unable to deliver possession of the Kanab Center. For any cancellation by the Lessee within three weeks of the reservation date, a partial refund may be made at the sole discretion of the Kanab Center Coordinator.

WEEKLY/LONG TERM USE

Local community groups organizations requesting to use any room(s)/space(s) at the Kanab Center on a long term monthly basis must do so with the understanding that conventions and paying groups have first priority. If a convention is taking place at the Kanab Center, the group or organization using the Center on a weekly basis will not be allowed to enter the facility. The Kanab Center Coordinator will give sufficient notice of scheduled conventions to allow time to plan accordingly. Any supplies or personal items used for meetings must be removed after each meeting.

KITCHEN

The kitchen is available to the caterers on the Kanab Center's Approved Catering List only. If fully catered meals are being served the Lessee must choose a caterer from the Approved List. Lessee must disclose their chosen caterer to the Coordinator thirty days prior to the event. *Exceptions may be allowed upon approval of Kanab Center Coordinator.* Prepared food, snacks and beverages from sources other than those on the Approved List are allowed so long as no kitchen services are required.

For example: a wedding reception taking place in the Ballroom serving refreshments and wedding cake or a group having a potluck style meal will not be required to hire a caterer from the list. The service alley is available for storage of prepared food and other supplies. Our facility kitchen is NOT a full facilitating kitchen. It is primarily for warming and keeping food cool for service. Please take note that NO dishes can be washed on site in the facility sinks.

ACCESS

Once an event is booked, the Kanab Center staff will coordinate arrival times to ensure room condition, access, and setup, or Key code provided for the key locker on site if selected as an option. Keys must be returned immediately following the event. Keys not returned or lost will result in a \$200 Replacement charge to the card on file. FREE USE Key codes will be issued upon event lock in 3 weeks prior to event.

AUDIO & VISUAL SERVICES

The Ballroom is equipped with ceiling mounted projectors, motorized screens, wireless microphones, HDMI & XLR input, Apple TV, basic theatrical lighting and wireless network. The breakout rooms are equipped with Ultra HD TV screens, wireless microphones, HDMI & Mini Aux input, Chromecast Ultra and wireless network. The outdoor performance area is equipped with XLR input, wireless microphone and lighting. These features are included in the rental fee. Lessee must bring their own devices – laptop, phone, tablet, etc. Rehearsal time may be scheduled with approval from the Kanab Center Coordinator. Additional AV technical support may be hired for Lessee's event; otherwise there is no onsite technical support during Lessee's event included in this contract. Please contact the Kanab Center Coordinator for a list of preferred vendors.

SET UP & TEAR DOWN

Basic setup and teardown of tables, chairs IS NOT INCLUDED with FREE USE (see attached fee schedule). Portable white boards, sandwich boards, easels and crowd control barriers are available upon request for an additional minimal charge. Dance floor, staging, table linens, and additional resources are available for an additional fee (see the attached fee schedule). *The Kanab Center does not provide tableware.*

MAINTENANCE, CLEANING & PROTECTION OF BUILDING FURNISHINGS, EQUIPMENT & FINISHES

Decorations may not be taped, nailed, tacked or otherwise fastened to ceilings, painted surfaces, columns or fabric and decorative walls.

Decorations may not block doors, fire extinguishers, fire sprinklers, any emergency equipment, emergency exits, lighting systems or security cameras.

Glitter and confetti may not be used in any part of the building. Open flames are not permitted in the facility for any reason other than catering sterno warmers.

Only Kanab Center staff may move lobby furniture and other equipment in the public areas. Please make arrangements with the Kanab Center Coordinator if furniture and equipment does need to be moved.

Carpet runners, show carpet or other temporary floor covering over permanent carpet must be approved. Contact the Kanab Center Coordinator for specification of approved tapes to use when installing carpet. Double-faced tape and heat tapes are prohibited for direct application to permanent carpeted areas.

Motorized vehicles, forklifts, gas or electric carts, bicycles, scooters and similar equipment may not be operated on any carpeted areas unless covered with appropriate carpet protectant material.

All props, decorations and equipment must be removed immediately following the event. All garbage must be picked up and placed in the designated dumpster(s) located outside.

If the service food galley is used during the event all counter tops must be wiped down and the floor must be swept. Cleaning supplies will be provided with the rental of the Center.

Smoking, which includes the use or possession of cigarettes, tobacco products, or any vaping or electronic cigarette product or device is strictly prohibited at the Kanab Center, including all of the outdoor areas and parking lot. Individuals may keep these items in their vehicle but may not use them anywhere on the property.

CLEANING DEPOSIT

The cleaning deposit is fully refundable when the following conditions of the agreement have been met:

- ALL props/decorations have been removed from property
- Garbage picked up and taken out, tables wiped off with sanitation wipes (provided)
- Lights and A/V equipment turned off
- Doors locked

ANIMAL POLICY

With the exception of ADA recognized guide, signal, or service dogs, animals are not allowed in the facility without prior approval. Approval is based on whether the animal is legitimately part of a show, exhibit or activity requiring use of animals. Animals that are approved to be on the premises must meet the following guidelines:

- Animal(s) is to be on a leash or in a carrier at all times. Animal(s) must be under constant control at all times. Animal exhibits are not permitted on carpeted Kanab Center areas. The owner or handler will be fully responsible for their animal(s) at all times.
- Clean up and proper disposal of absorbents and waste is the responsibility of the owner or handler.
- A protective coating such as plastic must be used to protect all floors and any facility equipment.
- Owner or handler will adhere to any and all safety measures as required by the Coordinator.
- Owner, handler or any other event planning to bring animals into the Kanab Center may be required to provide additional insurance. Animals are not permitted within fifty (50) feet of any food service preparation or service area. The ONLY exception is the use of ADA service animals.
- Owner or handler is responsible for ensuring that any approved use of animals within the Kanab Center is also in adherence to any and all applicable local, state and federal laws and ordinances. If permitted, an Animal Waiver must be signed and kept on file with the Coordinator. Waiver will be provided when a definite reservation is executed.

DAMAGES

All damage, except for normal wear and tear, is the responsibility of the Lessee. An inspection is conducted by Kanab Center staff prior to event start and immediately after each rental. If the facility is not returned in the same condition as rented, the Lessee is responsible for the cost necessary to clean, repair and/or replace any damage that occurred throughout the course of the event. All cleaning, replacements and/or repairs are coordinated by the Kanab Center. Any damages to the building, furnishings or equipment property is to be reported immediately to the Kanab Center staff.

Waiver of Liability, Assumption of Risk, and incorporation of Kanab Center Booking Policy

- By signing below, Lessee and Owner agree to all rules, regulations, and terms listed above.
- By signing below, Lessee acknowledges that Lessee has read the latest version of the Kanab Center Booking Policy, and Lessee agrees to the terms set forth in such Kanab Center Booking Policy. All terms in the Kanab Center Booking Policy are incorporated into this agreement.
- By signing below, Lessee agrees to assume any risk for theft or damage of personal belongings at the Kanab Center. Lessee also understands and agrees that Lessee is responsible for the security of the facility during Lessee's event, and for the acts of all individuals that use the facility during Lessee's event.
- By signing below, Lessee agrees to exercise reasonable supervision and care in the use of the Kanab Center and property. Lessee also agrees to take reasonable precautions to protect the safety of, and to prevent damage, injury or loss to the Kanab Center and facilities, and to all persons present on the premises during Lessee's event and occupation of the Kanab Center. Lessee agrees to use the Kanab Center as is and understands that the Owner does not warrant or guarantee anything related to the use and/or occupation of the Kanab Center.
- Lessee's signature below acknowledges that Lessee shall indemnify, defend, and hold harmless the Owner (including Kane County Office of Tourism and Kane County) from any and all damage, injury, or liability resulting from Lessee's use of said premises (except for grossly negligent acts or omissions by the Owner), and to provide for the cost of defense for any and all such claims.

PHOTOGRAPHY

Owner reserves the right to video and photograph any and all events at the Kanab Center and to use said video and photos for promotional and marketing purposes. Owner shall own the copyright to any videos or photographs that it creates during any event at the Kanab Center.

Authorized Signature (Lessee): _____ Date: _____

Authorized Signature (Owner): _____ Date: _____

Local Rooms Rates, Deposits & Capacities

Table, Chair and Equipment Set up is not included in these rates. Rental Fees and set up fees still apply.

Space	Occupancy	Daily	Hourly	Deposit
Great Chamber Ballroom	352-839	\$400	\$130	\$300
Great Chamber Sections	114-299	\$150	\$50	\$100
Buckskin	54-129	\$65	\$15	\$50
Inchworm	40-90	\$65	\$15	\$50
Dragon	150-200	\$90	\$20	\$50
Coral Double Room	150-210	\$90	\$20	\$50
Coral	100	\$65	\$15	\$50
Cascade	100	\$65	\$15	\$50
Grand Staircase Gym	1000	\$100	\$35	\$100

Covering for anything other than athletics is required & non refundable \$100 installment fee.

Please check our online availability calendar before planning your event.

Vermillion Pavillion		\$130	\$40	\$50
KC Back Parking Lot	114	\$50	\$10	N/A

30 days minimum notice Fri-Sun, 90 days for Mon-Thurs. To allow for Sr Center parking needs.

Local Use Priority Booking

Because we are striving to accommodate a large community, we do have procedures and dutiful priorities based on contractual obligations to the Kane County School District, Kane County Office of Tourism, Kane County and Kanab City. The following Building scheduling priorities are listed below. This is the prioritized list for booking all break out rooms, ballrooms and gymnasium use.

1. Kane County School District activities, which includes all schools within Kane County under the KCSD approved groups, organizations and athletics. (scheduled & booked by Oct 1st for the duration of the school year)
 - a. This does not include recreational activities outside of the KCSD approved activities for school aged students, as they are not sponsored by the KCSD.
 - i. Administrative activities
 - ii. High School activities
 - iii. Middle School activities
 - iv. Elementary activities
2. Kane County Departmental Use including events and conventions
3. Kanab City, this includes administrative, departmental or recreational activities.
4. Open to the Public Bookings.

Additional Fees

- Set Up Service for chairs & tables is \$20 for each 25 attendees and includes set up and tear down.
- Installation fee of \$165 applies for each set up of the stage and dance floor.
- Warming/ Keep Cool Food Equipment on site is \$100 per event.

Additional Rental Items

Linens (Black and Red Available) \$7 each

- If your event has multiple days of use, you have the option of placing an authorization on your card for any linens we swap out that are dirty, or you can waive this option at your booking.
- Linen fee covers layout and pick up, laundering and usage wear and tear.
- Round and classroom style (black only) are available. Per set up or replacement per event.

Dance Floor \$165 - per installment. 98 (3' X 3' panels) any configuration - indoor only.

Stage \$165 - per installment, up to 12 panels (4' x 8') in any configuration includes skirt, legs from 6 " up to 48", includes up to 3 sets of stairs. Indoor only

Lighting Package \$100 Per Installment includes 42 wall wash Rockville wall wash uplights, 4 DJ Gig bar move lights on tripods and two intimidator moving heads on glow towers.

- 42 wall wash Rockville wall wash uplights, \$1 each
- 4 DJ Gig bar move lights on tripods \$10 each
- 2 intimidator moving heads on glow towers \$20 each

Sound Package \$100 per installment, includes 6 EV speakers on tripods, sound mixer if needed, adapter to headphone jack for access to laptop, and plugs into in house system.

- 6 EV speakers on tripods \$10 each
- Sound mixer if needed \$20
- Adapter to headphone jack for access to laptop \$5
- Plugs into in house system \$5

Bar \$200 per installment (1 front bar, 1 four tier back bar, and 2 beverage carts).

Fog upshot machines \$50 each or \$90 for both plus cost of fog juice

Dry Ice floor fogger \$50 plus cost of dry ice for the event

Pipe and Drape \$12 per panel (1 panel includes 4 piece pipe with 2 floor stands and 3 drapes)- Black only at this time. Per installment.

VIBE board \$20.00 per installment - interactive smart board and video conferencing tool

Meeting Owl: \$20.00 per installment - interactive video conferencing tool

Kane County Office of Tourism
Kanab Center | Events Team
(effective 1/2025)
Camberly Anderson
canderson@kane.utah.gov
(435) 644-4333
20 N 100 E Kanab UT 84741



Tourism tax dollars make this equipment available for use for minimal fees.

Property Use Agreement / Equipment Usage Agreement

Please Fill Out All Areas Not In Gray Shading

Please Fill Out All Fields in Gray Shading			
Event Name		Today's Date	Date(s) Needed
Event Type (Circle One) Private Commercial Non-Profit County Kanab City Orderville City City of:		Would you need to Have Delivered: YES NO Please Note that there is a Flat Rate Delivery Fee of \$125	
Pick Up/ Delivery Date & Time DBD		Drop Off/ Retrieval Date & Time	
Event Start Time		Anticipated Event End Time	
Responsible Party Name:		Phone:	
Mailing Address:		Email:	
Your Event Insurance or Business Insurance:		Organizers must have event insurance, personal or business insurance that covers Kane County assets being used.	
OFFICE USE ONLY DEPOSIT DUE DATE DEPOSIT DUE 60 Days Prior A Credit Card must be given on file or a check to hold for Dep.		USAGE FEE PAID VIA THIS FEE IS NON-REFUNDABLE Usage Fee is not waived for any Entity other than Approved Used by Kane County, Kane County Water Conservancy and Veterans Organizations.	
SECURITY DEPOSIT REQUIRED		SECURITY DEPOSIT PAID VIA REFUNDED CHECK# CARD ENDING	
ORDER # CREATED		APPROVED BY DATE	
DO ANY ITEMS REQUIRE TRAINING? YES NO ITEMS:		SIGNATURE OF RESPONSIBLE PARTY THAT RECEIVED TRAINING & DATE	

Date Returned:

Inspected By:

NOTES OF INSPECTION

This contract made the day of APPROVAL DATE, by and between Kane County, hereafter referred to as the Owner, and RESPONSIBLE PARTY NAME, hereafter referred to as the Lessee. Whereas, the Lessee desires to temporarily rent, occupy, and make use of the Owner's property, items, and equipment (hereinafter "equipment"), and whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. The Lessee shall pay to the Owner the sum of the security deposit within 20 business days prior to the event date and the usage fee day submitted form (SEE PRICE TABLE). The amount of the security deposit for all items. Part or all of the Security deposit may be used to cover the cost of repair if needed. However, there may be an *additional* amount owed (replacement fee) if the damages aren't covered by the deposit. Upon return this deposit can be refunded in full or in part following the return inspection. The Lessee has rights and access to the returned inspection reports.
2. A Usage fee of **20%** of Security Deposit is Required for all property used. In the event that Lessee fails to pay the balance due within the time period agreed upon in this contract, the equipment shall not be rented.

RULES and REGULATIONS

All damage, except for normal wear and tear, is the responsibility of the Lessee. An inspection is conducted by a member of the Events Team after each rental. If the equipment is not returned in the same condition as rented, the Lessee is responsible for the cost necessary to clean, repair and/or replace any damage that occurred throughout the course of the event. Some equipment may require a brief training on set up or use. If any of this equipment is requested, a meeting will be set up to do this. Equipment is first-come, first-serve; some equipment may be unavailable during some dates and times. If items are not returned within 72 hours of event end, your card on file will be charged the same usage fee each day until returned. Kane County has the right to refuse usage and service for any event due to lack of staff, availability, distance or conflict of interest.

Equipment will be reserved on the date the Event Coordinator receives both this completed and signed (both parties) agreement the deposit for the equipment, and the usage fee. Quantities of equipment may vary due to other events using it or maintenance needing to be done.

PLEASE NOTE:

1. Propane tanks do not include fuel
2. Organizers must have event insurance or business insurance that covers Kane County assets being used. Lessee's insurance is: Name of Insurance Carrier is: _____
3. Kane County Events Team will NOT provide man-power for events beyond equipment prep. IF you do require equipment to be dropped off and picked up, there is a Flat Rate Delivery/ Retrieval Rate of \$125.00. Lessee will not be permitted to move trailers owned by Kane County and will need to specify in this document a location where they want the trailer dropped off. Said trailer will remain there until pick up date and time specified in this document.
4. The use of our Stage Trailer (Production Trailer) is conditional and limited to the availability of our Trained staff schedule. The use of these trailers are conditional based upon the labor time, delivery/retrieval time and distance, and Staffing for their use and the approval of the Event Coordinator. The Production Trailer Fee is per day, and includes delivery, set up, operation during event, tear down and retrieval. *Production trailers are not permitted for use with animals, or performers that require large space for movement that may require barrier protection for observers or performers as per OSHA regulations.*
5. All equipment will be wiped down and nicely returned.
6. Usage Fee can be waived for Non-Profit organizations, with Event Coordinator Approval if under \$500 value. If over \$500 value the KCOT Director will need to approve. However the security deposit is REQUIRED.
7. It is understood that the Replacement Cost is the amount that will be charged, or a percentage of the amount that will be charged, if the item(s) are returned damaged or broken, need repairs or replacement. By signing you accept that you can receive an invoice for that cost after inspection of the item. You should make sure that your inspection takes place upon returning your items.
8. Items on this MOU are generally for the use of a single event. If you are not able to return item(s) within 72 hrs of your event end, your card on file will be charged the same 20% usage fee, based off of deposit, each day past due date.

Waiver of Liability and Assumption of Risk

- By signing below, Lessee and Owner agree to all rules, regulations, and terms listed above.
- By signing below, Lessee agrees to assume any risk for theft or damage of personal belongings on Owner's property. Lessee also understands and agrees that Lessee is responsible for security during Lessee's event, and for the acts of all individuals that use Owner's property or equipment associated with Lessee's event.
- By signing below, Lessee agrees to exercise reasonable supervision and care in the use of the equipment and Owner's property. Lessee also agrees to take reasonable precautions to protect the safety of, and to prevent damage, injury or loss to the equipment, and to all persons present on the premises during Lessee's event and occupation of Owner's property. Lessee agrees to use the equipment as is and understands that the Owner does not warrant or guarantee anything related to the use and/or occupation of the equipment.
- Lessee's signature below acknowledges that Lessee shall indemnify, defend, and hold harmless the Owner (including Kane County Office of Tourism, Kanab Center and Kane County) from any and all damage, injury, or liability resulting from Lessee's use of said equipment or Owner's property (except for grossly negligent acts or omissions by the Owner), and to provide for the cost of defense for any and all such claims.

Authorized Signature (Lessee): _____ Date: _____

Authorized Signature (Events Team): _____ Date: _____

CREDIT CARD AUTHORIZATION FORM
KANE COUNTY OFFICE OF TOURISM
EVENTS DIVISION

NO MOU will be accepted without a credit card on file. A series of checks to cover security deposit and usage fee are acceptable for payment. However please note that a credit card is REQUIRED as well.

I, _____, HEREBY AUTHORIZE KANE COUNTY OFFICE OF TOURISM
TO CHARGE MY CREDIT CARD FOR THE FOLLOWING:

SPONSORSHIP \$_____ USAGE FEE \$_____ SECURITY DEPOSIT \$_____ FOR (THE EVENT DATE)
_____, ON THIS DAY, __ / __ / __ (TODAYS DATE), OR UP TO 10 BUSINESS DAYS
FOLLOWING THE EVENT DATE. I UNDERSTAND THAT MY CARD CAN BE RAN MULTIPLE TIMES, TO
ACCOMMODATE THE AMOUNTS ABOVE. OR RAN ADDITIONALLY TO ACCOMMODATE ANY USAGE FEES
FOR DAYS PAST DUE. (SEE AGREEMENT ABOVE)

SPONSORSHIPS AND USAGE FEES ARE RAN DAY OF OR UP TO 10 DAYS AFTER DATE RECEIVED. SECURITY
DEPOSITS ARE ON HOLD UNTIL DEEMED NECESSARY AND CAN BE RAN UP TO 10 DAYS FOLLOWING THE EVENT
DATE LISTED ABOVE WITH CONTACT OF OWNER.

TYPE OF CARD: AMEX DISCOVER VISA / MASTER

NAME OF CARD HOLDER: _____

CREDIT CARD NUMBER: _____

EXPIRATION DATE: _____ SEC CODE (3 Digits) _____

BILLING ADDRESS: _____

EMAIL ADDRESS FOR RECEIPT: _____

BY SIGNING THIS FORM, YOU GIVE KANE COUNTY PERMISSION TO DEBIT YOUR ACCOUNT FOR THE AMOUNT(S)
INDICATED ABOVE. THIS IS PERMISSION FOR ABOVE STATED TRANSACTION(S) ONLY, AND DOES NOT PROVIDE
AUTHORIZATION FOR ANY ADDITIONAL UNRELATED DEBITS OR CREDITS TO YOUR ACCOUNT. **I ALSO
ACKNOWLEDGE THAT THERE WILL BE AN ADDED 1.5% TRANSACTION FEE ADDED TO THE TOTAL AMOUNT
ABOVE.**

CARDHOLDER'S SIGNATURE: _____

KANE COUNTY OFFICE OF TOURISM WILL BLACK OUT CREDIT CARD NUMBER, EXCEPT FOR LAST 4 DIGITS, FOLLOWING THE TRANSACTION. YOU WILL RECEIVE A
EMAIL RECEIPT OF THE TRANSACTION.

CONFIRMATION # _____ TRANSACTION PROCESSED BY: _____

CONFIRMATION # _____ TRANSACTION PROCESSED BY: _____

CONFIRMATION # _____ TRANSACTION PROCESSED BY: _____

Please mark each item you are interested in requesting on the following pages. This form will help you understand the amount due for the USAGE FEE and what amount will be due as the SECURITY DEPOSIT. The Usage fee is Non-Refundable, however the Security Deposit can be refunded in full or partially, depending on the return inspection. We highly recommend that your representative that picks up and drops off, participates in the inspection process. You are entitled to all forms and inspection records on items you take responsibility for during your event. Our PROPANE items do come with an EMPTY propane tank.

PLEASE NOTE THAT FLAT RATE RENTAL ITEMS ARE HIGHLIGHTED IN YELLOW

ITEMS REQUEST FORM EQUIPMENT

ITEM	AVAILABLE	REQUESTING	SEC. DEPOSIT	REPLACEMENT COST	STAFF DELIVERY RENTAL FEES DETAILS OF ITEM
ENTERTAINMENT ITEMS			COLUMN A		COLUMN B
PRODUCTION STAGE -Non Profit Event	1		\$200.00	% OR UP TO \$80,000	THIS ITEM REQUIRES A PAYMENT OF \$240 PER DAY AND STAFF ACCOMPANIMENT DURING EVENT
PRODUCTION STAGE -FOR PROFIT EVENT	1		\$1500.00 There is no Usage Fee on Rental	% OR UP TO \$80,000	RENTAL FEE IS \$2,500 PER DAY, INCLUDES DELIVERY, SET UP, MANDATORY STAFF (8HRS), TEAR DOWN AND PICK UP. \$30 STAFF EACH ADDITIONAL HOUR DURING EVENT.
STAIR SET	1		\$50.00 EA	\$600.00 EA	
SOUND PA SETS	2		\$75.00 EA	\$750.00 EA	Speaker, Stand & Microphone
BLUETOOTH SPEAKERS	2				
SOUND STAND	2		\$25.00 EA	\$190.00 EA	Single Stand and Bag
OUTDOOR THEATER CHAIRS ON CART ONLY	100 25 PER CART		\$300 PER CART	\$1600 PER CART \$40 PER CHAIR	MUST BE RETURNED CLEANED
EXTENSION CORDS	8		\$5.00 EA	\$20-\$100 EA	PLEASE MARK 25' ____ 50' ____ 100' ____
FOG MACHINE	3		\$25.00 EA	\$40.00 EA	LIQUID NOT INCLUDED
FLOOR FOGGER	1		\$25.00 EA	\$90.00 EA	DRY ICE NOT INCLUDED
FOG UPSHOTS	2		\$25.00 EA	\$50.00 EA RENTAL FEE PER DAY, Replacement \$100	
PODIUM	2		\$50.00 EA	\$250.00 EA	
ROCKVILLE LIGHTS SET	(6 LIGHTS)		\$150.00	\$1500.00 SET	6 MULTI COLOR CORDLESS LIGHTS
LIGHT & SOUND TRUSS	VARIED		\$25.00 SECTION	% OR UP TO \$2,000	THIS ITEM REQUIRES A INSTALL/ UNINSTALLMENT FEE OF \$160 & \$5 A DAY (COLUMN B)
LIGHT PACKAGE FOR STAGE OR INDOOR	1		\$100.00 EA	% OR UP TO \$3,000	THIS ITEM REQUIRES A INSTALL/ UNINSTALLMENT FEE OF \$100 & \$5 A DAY (COLUMN B)
<i>4 DJ Gig bar move lights on tripods and two intimidator moving heads on glow towers</i>					
SOUND PACKAGE FOR STAGE OR INDOOR	1		\$100.00 EA	% OR UP TO \$3,000	THIS ITEM REQUIRES A INSTALL/ UNINSTALLMENT FEE OF \$100 & \$5 A DAY (COLUMN B)
<i>6 EV SPEAKERS, SOUND MIXER, ADAPTOR HEADPHONE JACK</i>					
CATERING ITEMS					
COCKTAIL TABLES	20		\$25.00 EA	\$95.00 EA	MUST BE RETURNED CLEANED
STENO CHAFS	5		\$25.00 EA	\$35.00 EA	MUST BE RETURNED CLEANED
6 FOOT TABLE	11		\$5.00 EA	\$40.00 EA	Comes on racks of 11
8 FOOT TABLE	11		\$5.00 EA	\$45.00 EA	Comes on racks of 11
6 FOOT CLASS TABLES	20		\$10.00 EA	\$100.00 EA	Comes on racks of 10
RND BANQUET TABLE	18		\$10.00 EA	\$390.00 EA	Come on racks of 6
METAL FOLDING CHAIRS	160		\$25.00 PER 25	\$30.00 EA	MUST BE RETURNED CLEANED
DRINK WAGON	2		\$50 EA	\$300.00 EA	MUST RETURN CLEAN
S&P GLASS SHAKERS	8 sets		\$2 SET	\$20 A SET	
COUNTRY STYLE UTENSIL HOLDER RACK	3		\$2 EA	\$20 EA	
ITEMS REQUEST FORM EQUIPMENT.					
Please mark each item you are interested in requesting on the following pages. This form will help you understand the amount due for the USAGE FEE and what amount will be due as the SECURITY DEPOSIT. The Usage fee is Non-Refundable, however the Security Deposit can be refunded in full or partially, depending on the return inspection. We highly recommend that your representative that picks up and drops off, participates in the inspection process. You are entitled to all forms and inspection records on items you take responsibility for during your event. Our PROPANE items do come with a EMPTY propane tank.					
PLEASE NOTE THAT FLAT RATE RENTAL ITEMS ARE HIGHLIGHTED IN YELLOW					
ITEM	AVAILABLE	REQUESTING	SEC. DEPOSIT	REPLACEMENT	STAFF DELIVERY RENTAL FEES

				COST	DETAILS OF ITEM
CATERING ITEMS CONTINUED...		COLUMN A		COLUMN B	
SUGAR & CREAMER CONTAINERS	2 SETS	\$5 SET	\$25 EA	MUST BE RETURNED CLEAN	
DECORATIVE MINI TROUGH	8	\$2 EA	\$12 EA	MUST BE RETURNED CLEAN	
COUNTRY CREAMER PITCHERS	8	\$2 EA	\$12 EA	MUST BE RETURNED CLEAN	
INDUCTION BURNER 3800W 240V	4	\$100 EA	\$2000 EA	MUST BE RETURNED CLEANED	
KIOSK / BAR	2	\$50.00 EA	\$100 RENTAL FEE PER DAY, Replacement \$2,600		
LINENS RD 90"	30	__BLK __ RED	\$7.00 PER LINEN, INCLUDES LAUNDERING & FOLDING (B Column) Replacement \$7		
COOLER LARGE	6	\$25.00 EA	\$190.00 EA	MUST BE RETURNED CLEANED	
COOLER REGULAR	1	\$10.00 EA	\$60.00 EA	MUST BE RETURNED CLEANED	
COOLER SMALL	1	\$10.00 EA-	\$30.00 EA	MUST BE RETURNED CLEANED	
IGLOO WATER COOLER	2	\$10.00 EA-	\$35.00 EA	MUST BE RETURNED CLEANED	
DRINK URNS	3	\$25.00 EA	\$250.00 EA	MUST BE RETURNED CLEANED	
HOT COLD HOLDER LG	6	\$25.00 EA	\$150.00 EA	MUST BE RETURNED CLEANED	
HOT COLD HOLDER SM	5	\$25.00 EA	\$100.00 EA	MUST BE RETURNED CLEANED	
HEATED BANQUET CART (120V)	2	\$200.00 EA	% OR UP TO \$6,000	\$200 RENTAL FEE 120 PLATE HOLDING WARMING CART. TAKES ABOUT 30 MINUTES TO HEAT AND COOL.	
SIGNAGE, HEAT and SAFETY ITEMS					
STANCHIONS	10	\$5 EA	\$40.00		
FLOOR SIGNAGE STANDS	10	\$5 EA	\$20.00		
FLAME HEATERS	8	\$50.00 EA	\$470.00 EA	Propane Heaters Does Not include Propane	
PROPANE PITS	8	\$50.00 EA	\$300.00 EA	Propane Pit Does Not include Propane	
TRASH CANS	6	\$10.00 EA	\$35.00 EA	NO LINERS INCLUDED	
LINERS	100	\$1 PER LINER REQUESTED, NO CREDIT RETURNS FOR UNUSED LINERS (B Column)			
ORANGE CONES	12	\$25.00 UP TO 12	\$14.00 EA		
SAFETY VESTS	30	\$25 UP TO 30	\$8.00 EA		
PROPANE TANKS	40	\$5 EA	\$40.00 EA	STORED EMPTY/ RETURN EMPTY	
INFLATABLE LIGHTS	5	\$100 EA	\$1500.00 EA	AVAILABLE ON LIMITED USE	
A FRAME SIGNS	6	\$5 EA	\$100.00 EA		
WOODEN A FRAMES	10	\$5 EA	\$20.00 EA		

ITEMS REQUEST FORM EQUIPMENT.

Please mark each item you are interested in requesting on the following pages. This form will help you understand the amount due for the USAGE FEE and what amount will be due as the SECURITY DEPOSIT. The Usage fee is Non-Refundable, however the Security Deposit can be refunded in full or partially, depending on the return inspection. We highly recommend that your representative that picks up and drops off, participates in the inspection process. You are entitled to all forms and inspection records on items you take responsibility for during your event. Our PROPANE items do come with an EMPTY propane tank.

PLEASE NOTE THAT FLAT RATE RENTAL ITEMS ARE HIGHLIGHTED IN YELLOW

ITEM	AVAILABLE	REQUESTING	SEC. DEPOSIT	REPLACEMENT COST	STAFF DELIVERY RENTAL FEES DETAILS OF ITEM
MISCELLANEOUS ITEMS			COLUMN A		COLUMN B

PIPE & DRAPE SECTIONS	6		\$50.00 EA	\$14 A SECTION, BLACK ONLY AVAILABLE, Replacement \$170 section <i>a section includes; 4 piece pipe with 2 floor stands and 3 drapes</i>	
MINI CLAW MACHINE	2		\$100 EA	\$1200 EA	CAN BE SET TO FREE PLAY OR TOKEN
DUNK TANK	1		\$200.00 EA	\$1,700.00	Carpet, Cage and Bladder included. Truck or trailer is needed to haul.
WOODEN DECOR PROPS	RENTAL PRICE IS PER PIECE. PHOTO PROPS, ARCHES & CUTOUTS PLEASE LIST DECOR ITEMS:				
6 FT ROUND ARCH	4		\$50.00 EA	\$50.00 EA	
TRAILER DELIVERY					DELIVERY \$125 PER TRAILER
STAFF SET UP/TEAR DOWN					\$200 PER SITE CHANGE, SCHEDULE PENDING
Total Fees If Applicable? <input checked="" type="checkbox"/> (Column B) This is Delivery, Staff and rental flat rates	\$	Total Security Deposit (Column A) ENTER HERE <input checked="" type="checkbox"/>	\$	20% OF SECURITY DEPOSIT IS TOTAL FOR USAGE FEE ENTER FEE HERE <input checked="" type="checkbox"/>	\$ USAGE FEE
PLEASE NOTE THAT USAGE FEE AND FEES FOR DELIVERY AND STAFF WILL NEED TO BE PAID SEPARATELY FROM THE SECURITY DEPOSIT. IF PAID VIA CHECK THESE WILL NEED TO BE TWO SEPARATE CHECKS. IF BY CREDIT CARD THERE WILL BE A CHARGE FOR AMOUNT IN YELLOW BOX, AND WILL ONLY BE RAN IF NEEDED FOR SECURITY DEPOSIT AFTER THE EVENT FOR ANY DAMAGES.				TOTAL AMOUNT DUE NON REFUNDABLE	\$ TOTAL OF YELLOW BOXES ABOVE
				TOTAL OF SECURITY TO BE HELD	\$

- THIS MOU HAS WAIVED SECURITY DEPOSIT WITH AUTHORIZATION FROM KCOT EVENTS COORDINATOR AND WITH AN UNDERSTANDING AND AGREEMENT WITH _____, THAT ANY DAMAGES, REPAIRS / REPLACEMENT FEES WILL BE COVERED BY THEIR ENTITY, DEPARTMENT, NON-PROFIT GROUP OR ORGANIZATION IF NEEDED AFTER USE. AUTHORIZED BY _____ DATE _____

THE FOLLOWING ARE FOR DOCUMENTATION PURPOSES ONLY

OFFICE ONLY BELOW

- ITEMS USED WERE RETURNED UNDAMAGED NOTES: _____
- ITEMS RETURNED CLEAN NOTES: _____
- THIS CUSTOMER NEEDS AN INVOICE FOR: _____

ITEM # 5

Capital Improvements/Construction Update

Maxwell Construction	\$47,250.00	Detention Pond Cost
Rec Center GMP.pdf	\$175,500.00	Retaining Wall Cost
	\$222,750.00	
		\$6,173,008.63 GMP W/O Pond and Wall
	Original GMP	\$50,000.00 Add County Contingency Line
Total	\$6,395,758.63	Total \$6,223,008.63 Updated GMP w/o Pond and Wall. Add county contingency.

I.T. Department	Total	\$100,000.00
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Babcock Design	Total	\$338,880.00
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Landmark		
Inv_229874_from_Landmark	\$3,200.00	
Inv_233254_from_Landmark	\$282.50	
Inv_233688_from_Landmark	\$1,005.00	
Total	\$4,487.50	

Garkane		
Application Receipt	\$390.00	
Service Install Cost	\$13,910.78	
Transformer and Installation.pdf	\$35,428.71	Transformer Costs
Total	\$49,729.49	

Advanced Construction	Total	\$200,000.00	Hill Slope Excavation
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11/13/2024	Wheeler Machinery	\$45,719.00	Equipment Rental
12/4/2024	Wheeler Machinery	\$1,122.26	Equipment Rental
12/4/2024	Wheeler Machinery	\$20,523.50	Equipment Rental
	Total	\$67,364.76	

Rec and Trans Application	-\$400,000.00
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Estimate with updated GMP and I.T./Audio Visual Costs

Total	\$6,983,470.38	Total With Grant	\$6,583,470.38
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Original Estimate

Total	\$7,056,220.38	Total With Grant	\$6,656,220.38
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[Kanab Rec Center Cost Breakdown](#)

ITEM # 6

Discuss/Vote on Recommendation from County
Economic Opportunity Board to Fund up to \$30K of State
Governor's Office of Economic Opportunity Funds for
Duck Creek Village Parking and Trail Preservation Project

August 4, 2025,

To County Economic Opportunity Board,

Thank you for taking the time and interest in the *Duck Creek Village Legacy Project*. We appreciate the cooperation and donations of the community, Duck Creek Village Association, business owners and individuals involved to keep our beautiful Southern Utah mountains safe, and enjoyable.

Duck Creek Village in Kane County, Utah, has long been a favorite of those seeking cooler temperatures, National Parks, outdoor recreation, and most importantly- FAMILY! Duck Creek Village Legacy Project and DCVA, also known as Duck Creek Village Chamber of Commerce, have cooperated in creating an inheritance for our families and the many families that visit Southern Utah. 2025 has been exciting so far, as we are at the peak of the summer outdoor recreational season. Southern Utah is known for the mighty five parks, and Duck Creek Village has always been a key feature and a great point of interest in the travels along the way.

The Duck Creek Village Legacy Project aims to establish a safe travel system for all visitors to the state. Activities such as off-highway vehicle use, biking, hiking, snow machines, and snowshoeing recreation are increasing. With both new and returning guests coming to Duck Creek Village and the surrounding areas, there is a demonstrated need for trails, retention walls, secure ingress and egress, and adequate parking.

Our request for grant funding of \$30,000 will be in conjunction with \$35,000 grant from Rec and Trans, \$100,000 from ORI, and an additional \$100,000 from OHV Funding

CURRENT contributions/DONATIONS IN KIND that continue to grow each day:

- \$26,450 HEAVY EQUIPMENT WITH OPERATOR
- \$2,700 PAID LABOR
- \$2,350 VOLUNTEER LABOR
- \$3,500 PAID/DONATED ROADBASE, GRAVEL
- \$950.00 FUEL
- \$11,500.00 locals, friends & FAMILY
- \$27,000 PLEDGED FUNDS
- TOTAL- \$74,450.00

To finish the TRAIL PROJECT, we still need:

**Retaining wall- \$112,000
GRAVEL/ROADBASE- \$32,000.00
Heavy Equipment and volunteers- TBD**

construction-Labor and heavy equipment-Brandon harris Construction team
Heavy Equip labor-Joe Komorami
Donated UTV for raffle/Fuel- Rod and Pam Ence of Loose wheels
Rock and dirt material- locals

ITEM # 7

**Discuss/Approve Support of Kane County MOA with ICE
Regarding the Warrant Service Officer Program Under
287(g) of the Immigration and Nationality Act of 1996**

ERO FACTS

287(g)

Program

FY 2024 STATS

(10/1/2023 - 9/30/2024)



12,612

Total number of encounters with aliens



467

Encounters with aliens convicted of assault



568

Encounters with aliens convicted of dangerous drugs



784

Encounters with aliens convicted of sex offenses/assaults

IMMIGRATION LAW



Cleared for external use February 2025

The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 added Section 287(g) to the Immigration and Nationality Act. ERO's 287(g) program works in collaboration with Law Enforcement Agencies (LEAs) through voluntary partnerships with state and local law enforcement agencies, authorizing designated officers to perform limited immigration law enforcement functions under ICE supervision.



Models of 287(g) Program

Jail Enforcement Model



The JEM Model delegates certain authority to state and local law enforcement agencies to identify criminal aliens and immigration violators in state or local custody and place them into immigration proceedings.

JEM

Warrant Service Officer



The WSO Model provides legal authority to state and local law enforcement officers to execute civil immigration warrants on behalf of ERO within the confines of their detention facilities.

WSO

Task Force Model



The TFM Model serves as a force multiplier for state and local law enforcement agencies to enforce limited immigration authority with ICE oversight during their routine police duties.

TFM

U.S. Immigration
and Customs
Enforcement

AGREEMENTS + PARTNERSHIPS + TRAINING =

SAFE ARRESTS



MEMORANDUM OF AGREEMENT

Warrant Service Officer Program

I. PARTIES

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the **Kane County Sheriff's Office** **Utah**, hereinafter the law enforcement agency (LEA), pursuant to which ICE delegates to nominated, trained, certified, and authorized LEA personnel the authority to perform certain immigration enforcement functions as specified herein. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

II. PURPOSE

The purpose of this collaboration is to promote public safety by facilitating the custodial transfer of specific aliens in LEA jail/correctional facilities to ICE for removal purposes at the time of the alien's scheduled release from criminal custody. This MOA sets forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and approved by ICE to perform certain limited functions of an immigration officer within the LEA's jail/correctional facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority delegated under this MOA to participating LEA personnel shall occur only as provided in this MOA.

III. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-296, authorizes the Secretary of DHS to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

IV. RESPONSIBILITIES

The LEA is expected to pursue to completion all criminal charges that caused the alien to be taken into custody and over which it has jurisdiction. ICE will assume custody of an alien only after said individual has been released from LEA custody.

A. DESIGNATION OF AUTHORIZED FUNCTIONS

Approved participating LEA personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.

B. NOMINATION OF PERSONNEL

The LEA will use due diligence to screen and nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens, have knowledge of and have enforced laws and regulations pertinent to their law enforcement activities and their jurisdictions, and have been trained on maintaining the security of LEA facilities, and have enforced rules and regulations governing inmate accountability and conduct.

ICE reserves the right to conduct an independent background check for each candidate. This background check requires all candidates to complete a background questionnaire. The questionnaire requires, but is not limited to, the submission of fingerprints, a personal history questionnaire, and the candidate's disciplinary history (including allegations of excessive force or discriminatory action). ICE reserves the right to query any and all national and international law enforcement databases to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. Upon request by ICE, the LEA will provide continuous access to disciplinary records of all candidates along with a written authorization by the candidate allowing ICE to have access to his or her disciplinary records.

Any expansion in the number of participating LEA personnel or scheduling of additional training classes is subject to all the requirements of this MOA and the accompanying SOP.

C. TRAINING OF PERSONNEL

Before participating LEA personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete initial training provided by ICE on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed.

Each LEA nominee must pass a final examination with a minimum score of 70 percent to receive certification. If an LEA nominee fails to attain a 70-percent rating on the examination, he or she will have one opportunity to review the testing material and re-take a similar examination. Failure to achieve a 70-percent rating upon retaking the final examination will result in the disqualification of the LEA nominee and discharge of the nominee from training.

ICE will review the training requirements annually, reserves the right to amend them, and may require additional training as needed.

D. CERTIFICATION AND AUTHORIZATION

Upon successful completion of initial training, LEA personnel shall be deemed "certified" under this MOA.

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) will provide the participating LEA personnel a signed authorization letter allowing the named LEA personnel to perform specified functions of an immigration officer. ICE will also provide a copy of the authorization letter to the LEA. ICE will also execute ICE Form 70-006, Designated Immigration Officer. Only those certified LEA personnel who receive authorization letters and ICE Form 70-006 issued by ICE and whose immigration enforcement efforts are overseen by ICE may conduct immigration officer functions described in this MOA.

Along with the authorization letter and ICE Form 70-006, ICE will issue the certified LEA personnel official immigration officer credentials. Participating LEA personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating LEA employee ceases his/her participation, or when deemed necessary by the FOD.

Authorization of participating LEA personnel to act pursuant to this MOA may be withdrawn at any time and for any reason by ICE and must be memorialized in a written notice of withdrawal identifying an effective date of withdrawal and the personnel to whom the withdrawal pertains.

Such withdrawal may be effectuated immediately upon notice to the LEA. The LEA and the FOD will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

The LEA will make every attempt, where practicable, to provide ICE with a 90-day notice if participating LEA personnel cease their participation in the program, so that appropriate action can be taken in accordance with ICE policies, including inventorying and retrieval of credentials, and training replacement personnel as needed.

E. COSTS AND EXPENDITURES

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. The LEA will cover the costs of all LEA personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government and it is in the best interest of the Government, the Government may issue travel orders to selected personnel and reimburse travel, housing, and per diem expenses only. The LEA remains responsible for paying salaries and benefits of the selected personnel.

The LEA is responsible for providing all administrative supplies (e.g. printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

F. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities are specified in Appendix A.

The actions of participating LEA personnel will be reviewed by ICE officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the LEA with the

applicable DHS and ICE policies. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE officer or a DHS or ICE policy and the LEA's rules, standards, or policies, the conflict shall be promptly reported to the points of contact in Section VII. who shall attempt to resolve the conflict.

G. INTERPRETATION SERVICES

Participating LEA personnel will provide an opportunity for aliens with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA, as needed.

The LEA will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include LEA personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary. If an interpreter is used when a designated officer is performing functions under this MOA, the interpreter must be identified, by name, in records by annotating on the Warrant for Arrest of Alien or the Warrant of Removal/Deportation.

H. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees only for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel will enjoy the same defenses and immunities from personal liability for their in-scope acts that are available to ICE officers based on actions conducted in compliance with this MOA. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the ICE Office of the Principal Legal Advisor (OPLA) in writing at OPLA-DCLD-TortClaims@ice.dhs.gov. ICE OPLA will then assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g); and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any Federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with Federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA are undertaken under Federal authority, the participating LEA personnel will comply with Federal standards and guidelines relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices with regard to data collection and use of information under this MOA.

I. CIVIL RIGHTS STANDARDS

Participating LEA personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014, , Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities, and Title II of the Americans with Disabilities Act of 1990, which also prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities.

V. REPORTING AND DOCUMENTATION

A. COMPLAINT PROCEDURES

The complaint reporting procedure for allegations of misconduct by participating LEA personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

B. COMMUNICATION

The FOD (or the FOD's management representative) and the LEA shall make every effort to meet at least annually to ensure compliance with the terms of this MOA. When necessary, ICE and the LEA may limit the participation of these meetings in regard to non-law enforcement personnel. The attendees will meet at locations to be agreed upon by the parties, or via teleconference. An initial review meeting between ICE and the LEA should be held within approximately 12 months of the MOAs operational date.

C. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to organizations and groups expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the applicability of this section to requests for the release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

VI. MODIFICATIONS TO THIS MOA

Modifications to this MOA must be proposed in writing and approved and signed by both parties. Modification to Appendix A shall be done in accordance with the procedures outlined in the SOP.

VII. POINTS OF CONTACT

ICE and the LEA points of contact (POCs) for purposes of this MOA are:

For the LEA: Sheriff

For ICE:

VIII. EFFECTIVE DATE AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party, upon 90-day written notice to the other party, provides notice of termination or suspension of the MOA. A termination or suspension notice by ICE shall be delivered personally or by certified or registered mail to the LEA and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise. Notice of termination or suspension by the LEA shall be given to the FOD and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: 7-18-2025

Signature: Tracy S. Glover

Name: Tracy Glover

Title: Sheriff

Agency: Kane County Sheriff's Office

For ICE:

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: _____

APPENDIX A

STANDARD OPERATING PROCEDURES (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of the program within the FOD area of responsibility. This appendix can be modified only in writing and by mutual acceptance of ICE and the LEA.

Pursuant to this MOA, the LEA has been delegated authorities as outlined below. This MOA is designed to facilitate the custodial transfer of designated aliens in LEA's jail/correctional facilities to ICE within 48 hours of alien's release from criminal custody.

Authorized Functions:

Participating LEA personnel are delegated only the following authorities listed below:

- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody in order to transfer custody of the alien to ICE;
 - Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.
- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody that executes the custodial transfer of the alien to ICE for removal purposes;
 - Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.

and

- The power and authority to detain and transport, 8 U.S.C. § 1357(g)(1) and 8 C.F.R. § 287.5(c)(6), any aliens arrested pursuant to the immigration laws, to ICE-approved detention facilities.
 - Only upon a request of an ICE officer authorizing such action may participating LEA personnel transport the alien(s) to an ICE-approved detention facility for immigration purposes, and only participating LEA personnel whose ICE Form 70-006 authorizes such action and who are authorized by their LEA to conduct transport operations, may conduct such action.

Additional Supervisory and Administrative Responsibilities:

The above immigration enforcement functions conducted by the participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- The LEA shall provide notification to the ICE officer immediately after participating LEA personnel serve any warrant of arrest or warrant of removal that executes the custodial transfer of the alien to ICE for removal purposes, in a manner mutually agreed upon by the LEA and the FOD.
- Participating LEA personnel must report all encounters with asserted or suspected claims of U.S. citizenship to ICE immediately, but generally within one hour of the claim.

APPENDIX B

COMPLAINT PROCEDURE

The training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through the complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA or a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall, to the extent allowed by State law, make timely notification to an ICE officer within 48 hours, excluding weekends, of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be reported to an ICE officer, as established by ICE. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

The LEA will also handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE officer within 48 hours of the LEA receiving notice of the complaint. It is the responsibility of the ICE officer to ensure notification is made to OPR.

287(g) Complaint Process posters will be displayed in the processing areas of the LEA to ensure aliens encountered under the 287(g) Program are aware of the complaint process. Posters will be displayed in English and Spanish. If the alien understands a language other than English or Spanish or is unable to read, LEA personnel will read and/or translate the complaint process in a language the alien understands.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section V(D) of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by both the ICE Privacy Officer and Public Affairs Officer, regarding actions taken under this MOA before any information is released. The points of contact for coordinating such activities are:

For the LEA:

Alan Alldredge
971 East Kaneplex Drive
Kanab, Utah, 84741
435-644-4995
aalldredgekcs@kane.utah.gov

For ICE:

Public Affairs Office
Office of Public Affairs and Internal Communication
U.S. Department of Homeland Security
U.S. Immigration and Customs Enforcement Washington,
DC 20536
202-732-4242

ITEM # 8

Quit Claim Warranty Deed

When Recorded Mail Deed and Tax Notice To:
Robert Joseph Ott
PO Box 507
Logandale, NV 89021-0507

QUIT-CLAIM DEED

KANE COUNTY, grantor(s) a political subdivision of the State of Utah does hereby

QUIT-CLAIM to

Robert Joseph Ott and Randa Kay Ott, Husband and Wife, as Joint Tenants with full rights of survivorship, grantee(s) of Logandale, Clark County, Nevada, for good and valuable consideration, the following described tract of land in Kane County, Utah:

ALL OF LOT 420 BLOCK 7 ROUND VALLEY SUBDIVISION.

TOGETHER WITH all improvements and appurtenances there unto belonging.

WITNESS the hand(s) of said grantor(s), this 5th day of August, A.D. 2025.

By: Celeste Meyeres Commission Chair

NOTARY

STATE OF UTAH)
) ss
County of Kane)

On the 5th day of August, A.D. 2025 personally appeared before me, **Celeste Meyeres**, who by me duly sworn, did say that she is a Commissioner of Kane County, a political subdivision of the State of Utah, and that said instrument was signed in behalf of Kane County in her capacity as Kane County Commission Chair, and who acknowledged to me that Kane County executed the same.

Notary Public

Residing at:

My Commission Expires:

ITEM # 9

Recognition of Shea Owens New Justice Court Judge

ITEM # 10

Review of Legislative Issues

ITEM # 11

Commissioner Report on Assignments