

COMMISSION MEETING

PACKET

DATE:

September 16, 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, September 16, 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: August 27, 2025-\$89,473.05, September 3, 2025-\$984,018.49, and September 10, 2025-\$378,913.26

Approval of: Commission Meeting Minutes for August 19, 2025 Town Hall and August 26, 2025

REGULAR SESSION:

1. **Presentation of the 2024 Financial Audit / Full Commission**
2. **Presentation from Calli Kelly with the Kane Education Foundation / Commissioner Brown**
3. **Discuss/Vote on Easement for Garkane Energy / Commissioner Kubeja**
4. **Resolution No. R 2025-28 a Resolution Adopting the Updated Zion Scenic Byway Corridor Management Plan / Commissioner Meyeres**
5. **Discuss/Approval of Kanab Center Schedule of Fees / Commissioner Kubeja**
6. **Amendment to the Development Agreement/Reserve at Swains Creek / Commissioner Brown**

- 7. Ordinance 2025-26 an Ordinance Revising Kane County Land Use Ordinance Chapter 20, Planned Unit Development, Sections 2, 3, 11 and 12; Including Changes to the Procedural Process When Applying for a Planned Unit Development / Commissioner Brown**
- 8. Ordinance 2025-27 an Ordinance Revising Kane County Land Use Ordinance Chapter 22, Performance Standards and Adding Road Policy Standards to this Section / Commissioner Brown**
- 9. Review of Legislative Issues / Full Commission**
- 10. 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: August 27, 2025-\$89,473.05,
September 3, 2025-\$984,018.49 and September 10,
2025-\$378,913.26

Commission Meeting Minutes for August 19, 2025 Town
Hall and August 26, 2025

August 19, 2025
5:30 pm
Town Hall Meeting
Location: Big Water Town Hall
60 Aaron Burr
Big Water, UT 84741

Minutes

Attending: Commissioner Celeste Meyeres, Commissioner Gwen Brown,
Commissioner Patty Kubeja

Call to Order: Commissioner Celeste Meyeres

Commissioner Kubeja provides an overview of the situation regarding the expansion of the Church Wells fire protection boundaries, as well as a brief overview of Church Wells. The Commission explains about the protest period and process if any citizens would like to submit a formal protest regarding the expansion of the district boundaries. They also briefly update the audience on the countywide fire feasibility study approved by the Commission.

The meeting is moved to an open question and answer period between the audience and the Commission.

George Blommer: If Paria is included in the boundaries, would fire trucks be responding to the fire?

Kristie Allen: Speaks to this question and mentions about fire hydrants. Inquires about billing and costs regarding what Paria residents would pay if included in the district.

Audience member: What is the benefit of being included in the district? Is the money being paid going to insurance companies or the county?

Commissioner Meyeres clarifies that the money would not go to the county or the insurance company. The money would be paid to Big Water Fire and would be used to prove that property would have fire response should the property start on fire.

Dusty Hardy: What fire responses exists today?
Big Water Mayor, David Schmuker speaks to this question.

Kristie Allen: Is there another location in Kane County that has a similar situation?

Commissioner Kubeja speaks briefly to the fairness issue that has been seen in Kane County regarding fire response.

The commission and the audience discuss the cost that would be charged to each property if the district expounded its boundaries. The commission and Mayor Schmuker clarify questions as they arise from the audience.

Janette Nielson, the Church Wells Special Service District Chair, addresses the current pricing system of the district and emphasizes the importance of fire protection.

Greg: Inquires if some kind of mobile operation like a water truck would be feasible as intermediary measure since the response time from Big Water is so long.
Mayor Schmuker and Chairwoman Nielson speak to this question.

Alicia Allen: How old do you have to be to complete the fire training?
Mayor Schmuker replies the age of requirement for the training is 18 to be on the crew.

Audience Member: Asks if it would be possible for New Paria residents to install a fire hydrant and purchase fire hoses to use themselves before the fire department arrived at a fire.
Mayor Schmuker informs them about the fire hydrant installation process through the Kane County Water Conservancy District and all inquiries need to go through them.

Susan Gibason: Concerns about receiving notices and issues concerning informed dispatchers.
The Commission and Mayor Schmuker briefly speaks to this comment.

Scott Plunkett: Wonders if there is a possibility of paying the potential fee per lot rather than by property value.
Commissioner Kubeja states this decision is made by the Church Wells administrative control board, and not by the commission.

Dusty Hardy: Asks the audience members if any of them had ever experienced issues with insuring their properties.

George Blommer: Inquires if there is a difference between Clark Bench, New Paria, and Church Wells.

A discussion regarding a new MOU (memorandum of understanding) between Church Wells Special Service District and the Big Water Fire Department ensues between Chairwoman Nielson and Commissioner Meyeres.

Kristie Allen: Who maintains the fire hydrants in New Paria if the residents protest to be added into the district? Will it remain the Kane County Water Conservancy District?
Mayor Schmuker responds yes, the KCWCD will continue to maintain the hydrants.

Elizabeth Folks: Wonders about the new MOU.

The Commission speaks to the MOU concern and also provides insight into the process of changing the proposed boundaries if necessary.

Audience Member: Inquires about the protest voting system.
The Commission addresses how the protest system works, they also state the protest period ends on September 22, 2025.

Randy Coates: Asks if there is a way to find out if people are protesting, and if the protest can only go through if the reasons are the same.

The Commission clarifies further about the protest process.

Janette Nielson: What is the alternative if [the residents of Clark Bench and New Paria] don't want to join into the Church Wells SSD?
Commissioner Meyeres addresses this question.

Kristie Allen: Concerns and questions about receiving notifications regarding public meetings.

The Commission directs the audience to the Utah Public Notice website and subscribe to the different entities, i.e. Kane County Commission or Church Wells Special Service District. They also mention the newsletter and the Kane County website.

Dusty Handy: Where is the information regarding the proposed boundary changes located?

Commissioner Kubeja briefly addresses payment of EMS and how it relates to the residents.

Mayor Schmuker thanks the commission for their interest in Big Water.

Susan Gibason: Expresses concern that dispatch didn't know the location of Church Wells and also explains her understanding of the purpose of the meeting.
The Commission speaks to her concerns and promises to relay them to the sheriff.

Motion to adjourn.

Motion: Celeste Meyeres

Motion passed unanimously.

Meeting adjourned at 6:50 pm

Chameill Lamb - Clerk

Celeste Meyeres - Chair

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
August 26, 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, Sheriff Glover, Rhonda Gant, Taylor Glover, Shannon McBride, Keiren Chatterley, and Jerica Bauer

CALL MEETING TO ORDER: Commissioner Meyeres

WELCOME: Commissioner Meyeres

INVOCATION: Captain Dan Matthews

PLEDGE OF ALLEGIANCE: Zach Hascall

PUBLIC COMMENT:

Drew Chamberlain stated that several communities across Utah have started a community DOGE (Department of Government Efficiency) and would like Kane County to consider doing it. It is a group of citizens that get together and review line-item expense reports for the county.

CONSENT AGENDA:

Check Edit Report: August 6, 2025-\$797,093.41, August 13, 2025-\$916,632.45 and August 20, 2025-\$710,225.44

Motion to accept the Check Edit Reports for August 6, 2025-\$797,093.41, August 13, 2025-\$916,632.45 and August 20, 2025-\$710,225.44 as well as the approval of the Commission Meeting Minutes for August 5, 2025 made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.

REGULAR SESSION:

1. Recognition of Chris Heaton as Kane County Cowboy of the Year / Commissioner Kubeja

The commission recognized Chris Heaton as the Kane County Cowboy of the Year.

2. Introduction and Information on the Kane County Volunteer Program-Jenna Corry / Commissioner Kubeja

Jenna Corry gave a presentation on the Kane County Volunteer program. Recently she attended a training and they had asked what the name of the volunteer program was and what the mission statement was, which we do not have a name or mission statement that she knows of. She would like to present the idea of naming it Kane County CARES (Community, Action, Resources, Engagement, and Service) and then read a possible mission statement that they could use.

3. Cedar Mountain Service District EMS Update / Commissioner Kubeja

Zach and Dan gave an update on the Cedar Mountain Service District regarding EMS, fire, and some of the financials.

4. Discuss/Approve Council on Aging Bi-Laws Revision / Commissioner Kubeja

Item was tabled.

5. Agricultural Protection Area-A Request that the Commissioners Refer a Proposal, to Create an Agricultural Protection Area, to the Kane County Planning Commission and to the Agricultural Advisory Board for Review / Commissioner Brown

Commissioner Brown said this is if someone wants to protect an AG area where they could still do what they are doing without a neighbor being able to try and change it.

Shannon said today all they are asking is that the commission refer the proposal and then she will come back and give the reports that Planning and Zoning and the Soil Conservation come up with.

Motion to recommend referring the proposed creation of an Agricultural Protection area to the Kane County Planning Commission and to the Agricultural Advisory Board for review made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

6. Public Hearing Regarding Ordinance 2025-23, 2025-24, and 2025-25

Commissioner Meyeres opened up public hearing for the three ordinances.

Sherrie Robinson expressed that she is in opposition of the zone change (Ordinance 2025-24). She believes there will be an increase of around 25 additional cars, which will increase the dust, which can cause respiratory problems along with other problems that could put their health at risk.

Commissioner Meyeres closed the public hearing.

7. Ordinance 2025-23 an Ordinance Vacating Two Seven and a Half Foot Utility Easements in the Ponderosa Villa Subdivision Plat “D” / Commissioner Brown

Shannon said this is an ordinance vacating (2) 7.5 public utility easements and it is in compliance with state code.

Motion to approve Ordinance 2025-23 an Ordinance Vacating Two Seven and a Half Foot Utility Easements in the Ponderosa Villa Subdivision Plat “D” with the two findings that good cause exists for the vacation and no one will be materially injured by it made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

8. Zone Change Ordinance 2025-24 an Ordinance Amending the Zoning of Parcels 9-8-14-1 and 9-8-14-1F from Agriculture to Rural 10 / Commissioner Brown

Shannon stated that this is a zone change with the property being by the Sky Haven Subdivision.

The Lee’s presented what they were wanting to do with the property. The request is to rezone their 163 acres of property from Agriculture to Rural 10. Mrs. Lee said that they have two small areas suitable for glamping. The first proposed area could host around 7-10 sites all on the same septic with minimal impact and the second proposed area has space for 10-15 sites.

Motion to deny the Zone Change/Ordinance 2025-24 amending the zoning of parcels 9-8-14-1 and 9-8-14-1F from Agriculture to Rural 10 made by Commissioner Brown and motion failed with Commissioner Brown voting aye and Commissioner Kubeja and Commissioner Meyeres voting nay.

Commissioner Brown-aye

Commissioner Kubeja-nay
Commissioner Meyeres-nay

Motion to approve Zone Change/Ordinance 2025-24 an Ordinance amending the zoning of parcels 9-8-14-1 and 9-8-14-1F from AG to R-10 made by Commissioner Kubeja and motion carried with Commissioner Kubeja and Commissioner Meyeres voting aye and Commissioner Brown voting nay.

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

9. Ordinance 2025-25 an Ordinance Revising Kane County Land Use Ordinance Chapter 21 Subdivision Regulations Article E Section 9 B 3 and Article F Section 3 Dedication of Nonsubdivision Rights-of-Way and Roadways / Commissioner Brown

Shannon stated that this ordinance is just some cleanup to stay in compliance with Utah State Code regulations.

Motion to approve to Ordinance 2025-25 an Ordinance revising Kane County Land Use Ordinance Chapter 21 Subdivision Regulations Article E Section 9 B 3 and Article F Section 3 Dedication on Nonsubdivision Rights-of-Way and Roadways made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

10. Assignment of Kane County Chief Administrative Officer Over Data Privacy / Full Commission

Commissioner Meyeres said that there are some new state rules to protect the privacy of the public and are requiring that every county designates this Chief Administrative Officer. They feel it would make sense to have our current records officer (Rhonda Gant) be the Chief Administrative Officer. They will also be creating a committee of individuals within the county to safeguard this information and follow through the process.

11. OPIOID Settlement Update / Commissioner Kubeja

Commissioner Kubeja stated that due to the OPIOID lawsuits that went on, the county gets money, which comes to the state and they send it down. The state has been representing us and since there are a couple more settlements, we are going to allow the state to continue to represent

us. She said that overall, the county has collected \$334,542.21, which started in 2022. So far, the money has been set aside to help with our Kane County Community Outreach Center. The portion won't pay for the whole building, it will pay for the portion being used for recovery court and so far, they haven't voted on anything else to use the money for.

12. Discussion/Vote on Solid Waste TRT Mitigation Funding / Full Commission

Commissioner Kubeja stated that a year ago they put some funding toward having nicer trailheads by putting port-a-potties and dumpsters at Belly of the Dragon, Sand Caves, and the Toadstools. We budgeted \$80K for this year and we have already spent around \$112K so we need to figure out what to do.

Motion to cancel the port-a-potty contract on all three trailhead locations after the holiday weekend and then have further discussion about re-advertising for the toadstools made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

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

13. Review of Legislative Issues / Full Commission

The commissioners met with the Property Rights Coalition regarding preliminary municipalities.

14. Commissioner Report on Assignments / Full Commission

Commissioner Kubeja

- They had a townhall meeting in Big Water regarding the CWSSD expanding their fire protection boundaries to Paria and Clark Bench
- Western Legends was last weekend, which she felt was successful
- Next month's commission meetings will be held on the 16th and 30th

Commissioner Brown

- New hospital building is coming along
- Just signed new contract with the state for predator control

Commissioner Meyeres

- North Rim infrastructure that burnt down is impacting our economy and because of Coconino County going through a process to declare an economic disaster the SBA will be in Fredonia till Friday from 9am-6pm and any business throughout Kane County can go there and visit with the SBA to see what kind of relief may be available

Motion to adjourn at 12:28 P.M. made by Commissioner Meyeres 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

Presentation of the 2024 Financial Audit

ITEM # 2

Presentation from Calli Kelly with the Kane Education
Foundation

KANE EDUCATION FOUNDATION 2024-2025 REPORT





DOLLY PARTON IMAGINATION LIBRARY



IMAGINATION LIBRARY COVERAGE ACROSS UTAH



2-18-25

NUMBER OF CHILDREN SERVED:
432

NUMBER OF BOOKS DELIVERED:
8,827

Our coverage area covers Kanab, Big Water, Orderville, Glendale, Mt. Carmel, Duck Creek, and Alton.

Birth to Five

OVERVIEW
Dolly Parton's Imagination Library of Utah

0% <small>% of 0-5 children enrolled in State</small>	1,086 <small>Number of state children enrolled</small>	239,517 <small>*Total number of eligible children in state</small>
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5

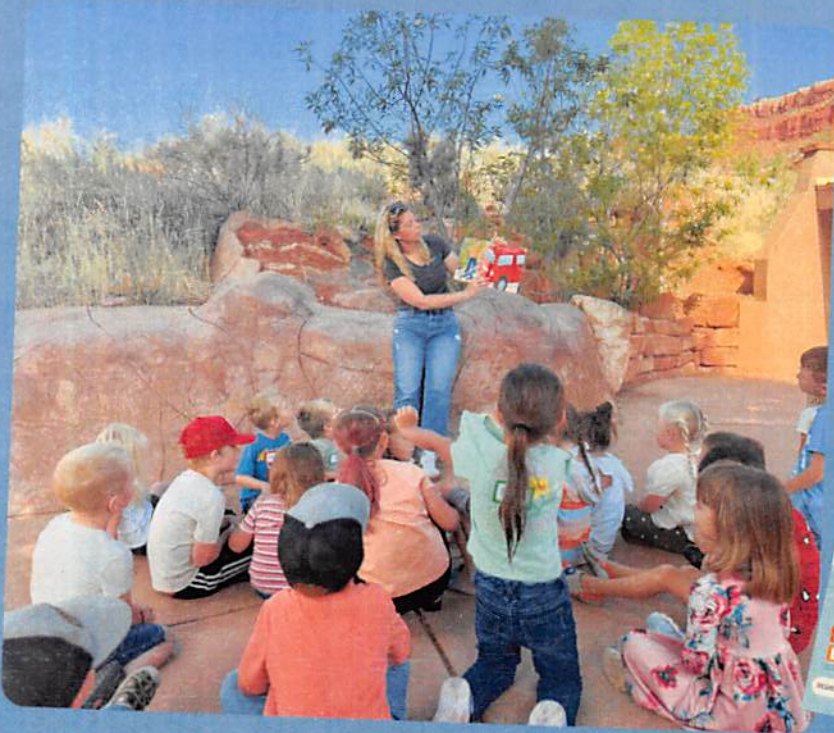
Number of local programs in the state

\$2.60
Cost of the program per child per month
(\$7.30 in states with 50/50 match)

In delivering the **most trusted** and **cost-effective** book gifting program, we are able to provide your state with the opportunity to serve all children under five with age-appropriate, high-quality books to promote a love of reading.

*2022 ACS Census Data
© Copyright © February, 2025 The Dollywood Foundation
imaginationlibrary.com

PRESCHOOL SUMMER SCIENCE CAMP



Over 70 children ages four to six participated in our summer camp learning all about chemistry and physics. They learned about forces, mixtures and solutions, density and buoyancy, and all about air!



Preschool:
4-6 Years

ART IN THE LIBRARY & ELEMENTARY SCHOOLS



OVER 320
STUDENTS ARE
ABLE TO
PARTICIPATE IN
NEW ART
PROJECTS EVERY
MONTH AT THE
LIBRARY,
VALLEY
ELEMENTARY,
AND BIG WATER
ELEMENTARY.

Elementary School

STEM

Elementary/High
School



40 GIRLS AND 40 BOYS
AGES NINE TO
FOURTEEN WERE ABLE
TO PARTICIPATE IN A
TWO DAY STEM CAMP
LEARNING SOLDERING,
LASER DESIGN AND
PRINTING, FOOD
SCIENCE, SPHEROS,
SUBLIMATION DESIGN,
AND MUCH MORE!

SUMMER COUNSELING

TOTAL STUDENTS SERVED AND SCHOOLS

2025	KES/VE	8 Total
Students Served	12	

HOURS BILLED TO THE EDUCATION FOUNDATION

2025	KES/VES	Total
Billed Therapy Hours	60	

ADDRESSED ISSUES BY CATEGORY AND FREQUENCY

2025	KES/VES	Total
Depression	7	
Behavioral/Conduct Issues	3	
Suicide (Ideation/Intent)	1	
ADHD	3	
Self-Harm	1	
Anxiety Disorders	9	
Trauma	9	

*Students share multiple categories.

Nurture - Child & Family Therapy Page 1 of 3 Therapy Agreement

TOTAL STUDENTS SERVED AND SCHOOLS

2024/2025	KHS	KMS	KES	VHS	Total
Students Served	9	4	2	12	27

TOTAL NUMBER OF CRISIS HOURS

2024/2025	KHS	KMS	KES	VHS	Total
Crisis Hours	5	2	1	6	14

TOTAL NUMBER OF GOALS MET

2024/2025	KHS	KMS	KES	VHS	Total
Proximal Goals Completed	4	6	1	4	15
Distal Goals Completed	2	2	0	0	4

ADDRESSED ISSUES BY CATEGORY AND FREQUENCY

2024/2025	KHS	KMS	KES	VHS	Total
Depression	4	1	2	2	9
Behavioral/Conduct Issues	5	3	2	1	11
Suicide (Ideation/Intent)	5	2	1	1	9
ADHD	3	3	2	4	12
Self-Harm	2	1	0	1	4
Anxiety Disorders	7	4	2	6	19
Homicidal (Ideation/Intent)	1	0	1	0	2

During the summer months, 39 elementary and high school students were able to work with licensed therapists so they would not lose their progress that they made during the school year.

Elementary/High School

IT'S BEEN A GOOD YEAR



A FEW MORE HAPPENINGS:

- HELPED WITH THE ANNUAL 2 DAY STEM FEST FOR THE ELEMENTARY STUDENTS IN KANE COUNTY.
- PUT ON THE ANNUAL 4TH OF JULY COLOR RUN AND HAD OVER 350 PARTICIPANTS.
- HOUSE AND DISTRIBUTE SCHOLARSHIPS FOR VALLEY AND KANAB HIGH SCHOOL STUDENTS EVERY YEAR.
- PARTICIPATED WITH THE PERIOD POLICY AT UTAH TECH AND PACKED 400 PERIOD PACKETS FOR OUR SCHOOL DISTRICT.
- WORKING WITH THE SCHOOL DISTRICT TO HELP WITH ALL THE NEW TEEN CENTERS IN THE SCHOOLS.

KANE EDUCATION FOUNDATION Meet the BOARD

 DANIELLE RAMSAY CHAIR	 MARY KABELLA VICE CHAIR	 BEN DALTON SUPER INTENDENT	 KAREN KELLY SCHOOL BOARD REP.
 STERLING GLOVE CITY REC REP	 ELIZABETH DAVIS BOARD MEMBER	 MICHAEL SABELLA BOARD MEMBER	 STEPHANIE JANITZ BOARD MEMBER
 CANDICE JANES BOARD MEMBER	 EARLENE DRAKE BOARD MEMBER	 CALLI KELLY EXECUTIVE DIRECTOR	

TEAM JAK



ITEM # 3

Discuss/Vote on Easement for Garkane Energy

When recorded return to:

Garkane Energy
Attn: Bryan Pollpeter
1802 S Hwy 89A
Kanab, Utah 84741

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: Municipal Building Authority of Kane County Utah (“Grantor”), does at this moment grant and convey to Garkane Energy Cooperative, Inc., a Utah nonprofit corporation (“Cooperative”), and Cooperative’s employees, contractors, subcontractors, their agents and representatives, and their successors and assigns, for good and valuable consideration, the receipt and adequacy of which is at this moment acknowledged a permanent easement and right-of way (“Easement”) over specific property located at Parcel Number K-23-1, County of Kane, State of Utah (“Grantor’s Property”), which Easement shall be fifteen feet (15’) wide, seven and a half feet (7.5’) on each side of the centerline and encompass the area used for anchors, guy wire, and other appurtenances to the pole and shall include the areas used for any secondary serviced laterals (the “Easement Property”), as generally depicted on Exhibit “A and B” attached hereto and incorporated herein by reference. Such Easement shall include the right, privilege, and easement by Cooperative, it’s employees, contractors or agents to enter in upon grantor’s Property to place, construct, install, operate, repair, change, maintain, upgrade, relocate, inspect, monitor, removals from, substitutions, additions to and replace thereon and under the surface thereof and in or upon all streets, roads or highways abutting Grantor’s Property an electric transmission, distribution line or system, transfer overhead lines to underground lines, including by way of example and not by way of limitation all appropriate communications lines, cable, wire, transformers, manholes, concrete pads, switching enclosure, ground or overhead connection, attachments, equipment, accessories, and appurtenances as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy (collectively, the “Facilities”).

Such Easement shall further include the right of ingress and egress over Grantor’s Property for the use of the Facilities for the provision of other products or services reasonably related to the provision of any utility services, including, without limitation, use of the Facilities by Cooperative for communication lines, data transmission lines, cable television or fiber optic services, and suitable to derive income from the use of the Facilities.

The Facilities erected hereunder shall remain the property of the Cooperative. Cooperative shall have the right to inspect, maintain, rebuild, remove, repair, improve, and make changes, alterations, substitutions, and additions in and to the Facilities as it may from time to time deem advisable, including the right to increase or decrease the number and size of lines, wires, cables, and manholes, connection boxes, switching enclosures, transformers, and transformer enclosures.

The Cooperative shall always have the right to keep the Easement Property (including any property on which secondary service laterals are located) clear of buildings, structures, or other obstructions, trees, shrubbery, undergrowth, and roots. Grantor expressly authorizes Cooperative to clear the Easement Property (including any property on which are located secondary service laterals) from trees which interfere, or may, with further growth, interfere with overhead or surface mounted electrical equipment. This may include but is not limited to cut, trim, and control the growth by machinery, or otherwise of trees and shrubbery located within the easement Property of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of the Facilities (including any control of the growth of other vegetation in the Easement Property which may incidentally and necessarily result from the means of control employed, clearing such property from the ground up, symmetrically trimming trees fronting each side of such property, and removing dead trees located beyond such Easement Property, which may strike the line in a fall. The Cooperative shall have the right and obligation to dispose of all trees and limbs cut by the Cooperative at any time.

The Grantor may use the Easement Property for any purpose that is not inconsistent with the rights granted, provided such use does not interfere with or endanger the Facilities' construction, operation, and maintenance.

The Grantor indemnifies and holds Cooperative harmless from damage to the grade of the soil, which may result from the construction, operation, and maintenance of the Facilities on the Grantor's Property, except for damage caused by the negligence of the Cooperative. Any damage to structures, plantings, or landscaping during the construction, operation, and maintenance of the Facilities shall be the responsibility of the Grantor if the damaged structure or plantings are within the Easement Property. The Grantor shall be responsible for maintaining the Easement Property, such as mowing, maintaining the ground grade level, and performing repairs necessary due to natural events.

Grantor covenants that it, he or she is the owner of the property herein identified as Grantor's Property and that any lender under any encumbrance on Grantor's Property has consented in writing to subordinate such lender's interest to this Grant of Easement or that Grantor will cause such written consent to be given.

The Grant of Easement, rights, and interests granted herein shall constitute covenants running with the land, burden the Grantor's Property as the servient estate, and be binding upon the Grantor, its heirs, successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Easement Property.

Executed this ____ day of _____, 20____.

GRANTOR: Municipal Building Authority of

Kane County Utah By its: _____

“Capacity to sign”

Signature

Name: _____

Corporate Acknowledgment

State of Utah)

§

County of _____)

On this ____ day of _____, in the year 20____, personally appeared before me
date month year

_____, whose identity is personally known to me (or proven on the basis of
name of document signer

satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the

_____ of _____ and that said document was
title of office name of corporation

signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution
of its

Board of Directors), and said _____ acknowledged to me
that name of document signer

said Corporation executed the same.

Witness my hand and official seal.

(notary signature)

(notary seal)

Exhibit A
to
Grant of Easement

Legal Description

23115_PROPOSED ELECTRICAL EASEMENT

A fifteen (15) foot wide Perpetual Easement, being 7.5 feet on each side of the described centerline and is situate in the Northeast Quarter of Section 28, T.43S., R.6W., S.L.B.&M., in Kane County, Utah. The centerline of said perpetual easement shall extend through and across the below described premises as follows:

Beginning at a point in the grantor's easterly boundary line, said point is 310.61 feet S.89°36'08"E. along the monument line of 100 North Street and 427.63 feet South from the found Street Monument (3" brass cap) at the intersection of 100 North Street and 200 East Street; and running thence along said centerline the following three (3) courses: 1) N.40°52'14"W. 25.21 feet, 2) N.00°35'59"E. 145.68 feet and 3) N.89°35'03"W. 123.32 feet to the point of terminus.

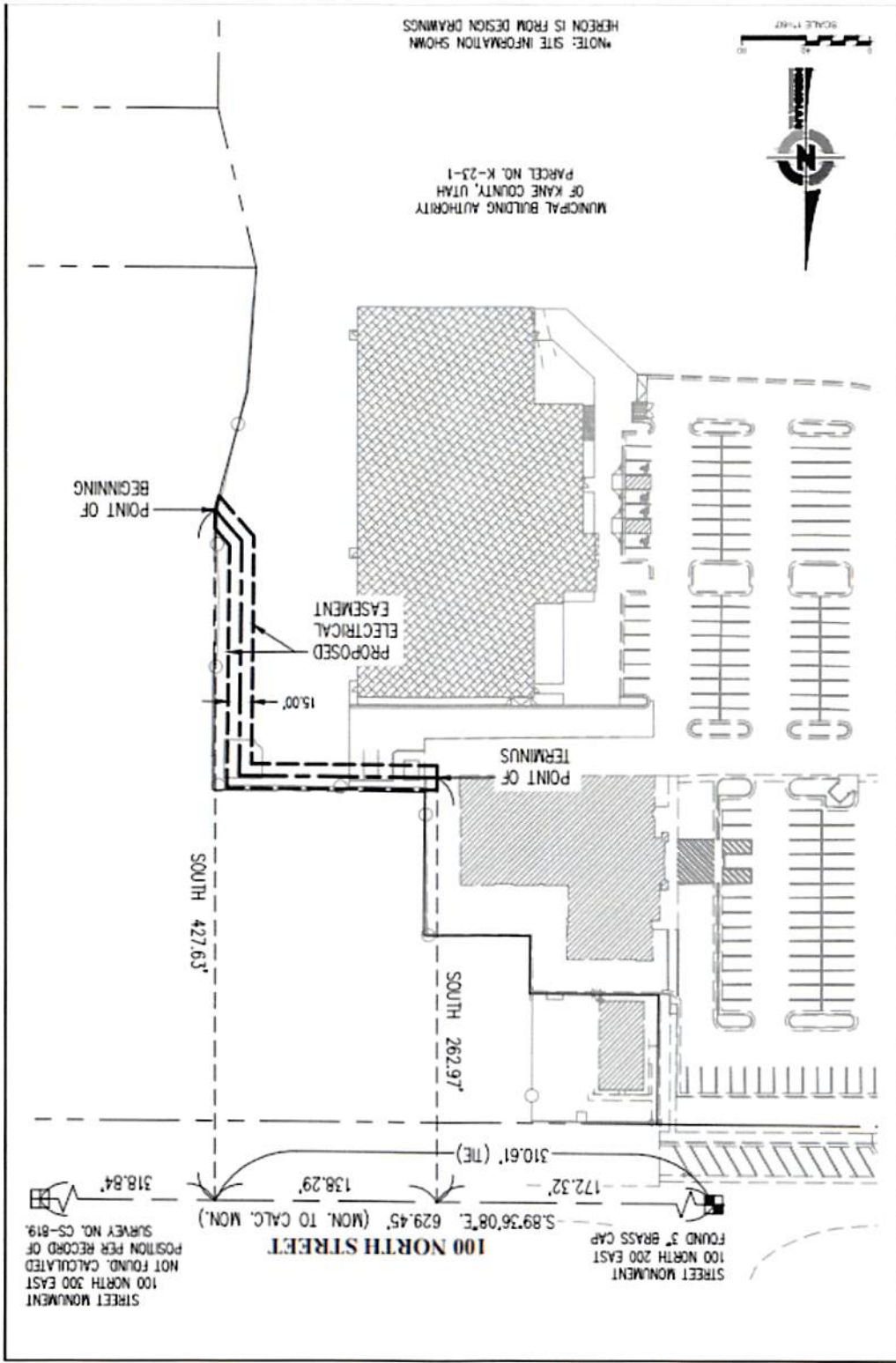
The above described perpetual easement contains 4,400 square feet, or 0.10 acre in area, more or less.

Note: The sidelines of said perpetual easement shall be prolonged or shortened so as to not cross over the grantor's easterly boundary line.

Exhibit B
to
Grant of Easement

Depiction of Easement Property

(Attached)



ITEM # 4

Resolution No. R 2025-28 a Resolution Adopting the
Updated Zion Scenic Byway Corridor Management
Plan

RESOLUTION NO. R 2025-28
**RESOLUTION ADOPTING THE UPDATED ZION SCENIC BYWAY CORRIDOR
MANAGEMENT PLAN**

WHEREAS, in accordance with the Utah Scenic Byways Program of the State of Utah, State Route 9 [between its junction with I-15 to the south entrance of Zion National Park, as well as from the east entrance of Zion National Park to its junction with US-89] is currently designated as a Utah State Scenic Byway; and

WHEREAS, Section 72-4-301 of *Utah Code Ann.* defines a Corridor Management Plan as a written document required to be submitted for a highway to be nominated as a National Scenic Byway or All-American Road that specifies the actions, procedures, controls, operational practices, and administrative strategies to maintain the scenic, historic, recreational, cultural, archeological, and natural qualities of a scenic byway; and adopted by each municipality or county affected by the corridor management plan; and

WHEREAS, an original Corridor Management Plan was completed for a portion of the roadway in 2011 with support from the Five County Association of Governments and Zion Canyon Corridor Council, which resulted in designation of the section of State Route 9 between the City of La Verkin and the east entrance of Zion National Park as a National Scenic Byway in 2021; and

WHEREAS, an updated version of the *Scenic Byway Corridor Management Plan* (known herein as “*the Zion Scenic Byway Corridor Management Plan*” or “*the Plan*”) has been prepared for the entirety of the roadway currently designated as a State Scenic Byway, plus the extension of the roadway running through Zion National Park (from the south entrance to the east entrance) which is not part of the State Scenic Byway; and

WHEREAS, the Plan has been prepared with (a) the active participation of and by the Zion Regional Collaborative (ZRC) and a Byway planning team assembled for that purpose (consisting of representatives of Washington County, Kane County, and all local municipalities situated along the Byway corridor, as well as individuals representing other agencies and interests); and (b) technical planning assistance provided by Corridor Solutions and Avenue Consultants; and

WHEREAS, public outreach activities, including public meetings and a survey, were held or otherwise provided to explain the Plan and to obtain input from the general public; and

WHEREAS, the Plan includes strategies to preserve, protect, and promote the intrinsic qualities of the Byway through actions that are neither regulatory nor mandated by the Plan; and

WHEREAS, successful implementation of the Plan depends on the cooperation, collaboration, and support of the municipalities and County governments with jurisdiction along the Byway; and

WHEREAS, Kane County, Utah supports the Plan and gives its commitment to collaborate in the process, as necessary and prudent, for its implementation.

NOW THEREFORE BE IT RESOLVED BY THE COUNTY COMMISSION OF KANE COUNTY, UTAH, that it does hereby adopt the updated Zion Scenic Byway Corridor Management Plan, a copy of which is attached hereto as Exhibit "A," and affirms its intention to participate in future implementation strategies described in the Plan. A Copy of the Agreement is on file in the Office of the Kane County Commission.

VOTED UPON AND _____ BY THE KANE COUNTY COMMISSION AT A REGULAR MEETING OF THE KANE COUNTY COMMISSION HELD ON THE 16 DAY OF SEPTEMBER 2025.

BOARD OF COUNTY COMMISSIONERS
KANE COUNTY, UTAH

Chair

Commissioner

Commissioner

ATTEST:

Kane County Clerk

ITEM # 5

Discuss/Approval of Kanab Center Schedule of Fees

Kanab Center LOCAL & FREE Use Agreement

20 N. 100 E. Kanab, UT 84741 | (435)644-4333 Effective 1/2026
Kanabcenter.com email mglover@kane.utah.gov



Group or Organization Name (Lessee):	Date of Event:	Date of Request:
Event:	Projected # of People:	
Lease Agreement Fee:	Security Deposit Due:	Cleaning/ Damage Deposit Due:
	Can be applied to your balance	Due if there is food or beverage or moving items
Room(s)/Space(s) Requested	Setup Time:	
Start Time:	Anticipated End Time:	
Responsible Party:	Phone:	
Mailing Address:	Email:	
<input type="checkbox"/> User accepts the IT/Staff weekend and Holiday service call in fee, if user chooses to not come in for equipment check they accept the possible fees.		

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. Residents are granted 2 hours a month of FREE USE in any space in Building B, M-F 7am-10pm, with no deposit required unless food is in room.

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 nonlocal organization cannot simply ask a local resident to book on their behalf. Organization headquarters must be addressed and stationed in Kane County. A weekend/holiday service fee of \$200 could be charged if staff is called in for equipment or facility troubleshooting. Multiple residents cannot book for one event.

LOCAL PUBLIC ORGANIZATIONS Kane County, Kanab City, Kane County School District, and any activity/group sponsored by such organizations. No security deposit required, and no 2-hour limit on events held during Monday - Friday 7am-10pm. Rental fees of additional items + Facility Free Use Care applies.

LOCAL COMMUNITY EVENTS Community or civic events open to the general public with no admission costs. Blood drives, public awareness, free concerts, etc. Rental fee of additional items apply. No deposit is due unless food will be in the room. Rental rates apply only if held on a Saturday or Sunday. + Facility Free Use Care applies.

NOT FOR PROFIT EVENTS Family groups, birthdays, wedding receptions, class reunions, business meetings, holiday parties, company parties, travel teams, recreational events which are open to the public, etc. Deposits are required for use of gym, other than for athletics. Rental fee of additional items applies. Rental rates apply only if more than 2 hours a week or on Saturday or Sunday. + Facility Free Use Care applies.

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) +Please see Facility Free Use Care

Authorized Signature (Lessee): _____ **Date:** _____

Authorized Signature (Owner): _____ **Date:** _____

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.

FEES

Lessee agrees to pay a Security Deposit (if applicable) and Lease Agreement Fee in the amount as listed above. The Security Deposit shall be paid within fourteen days of executing and delivering this Lease Agreement and shall be refunded following the completion of the agreement, pending any damage reports from staffing. If the event is canceled in less than 60 days from the scheduled date, the security deposit is NON refundable. The Lease Agreement Fee is due three weeks prior to the start of the event (or immediately, for reservations made fewer than three weeks in advance). Other additional or incidental costs that accrue will be due upon receipt of an invoice from Owner. If the Deposits 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 use of building A or the School District board rooms is needed, booking separately through those entities is required. Events with a Paid Security Deposit are locked in up to 1 year in advance.

If Lessee has scheduled a free use event: Free events can be scheduled up to 90 days prior to event, but cannot be guaranteed space more than 3 weeks in advance. Lessee agrees to work with the Coordinator in good faith regarding any reasonable requests to accommodate a later conflict in scheduling. Free use must be booked 24 hours prior to event, and must be booked during business hours Mon-Fri through Owner. The Owner can cancel or alter free use agreements up to and until three weeks prior to free use event.

Please note that if you or members of your group reservation use or access other rooms or spaces outside of your agreement you will be invoiced/charged for that space. If damage is incurred in those areas outside of your agreement, you could be issued a trespass citation.

One free use lessee can sub-lease their reservation time to another individual or group, as long as it is at no charge, with the release of their key access code to sub lease. However, the original lessee is responsible for any damages, misuse of facility or facility care and responsible to convey rules and regulations to their sublease. If you book a free use time block (2 hours) and are a "no show" on multiple occasions, you may be asked to pay a deposit for future use or not allowed to block future time blocks.

If a user plans to use HDMI or presentation equipment, they need to schedule a time with Kanab Center staff to come set up their equipment and test the presentation during business hours Mon-Fri.

CANCELLATION AND REFUNDS

The Security 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 Lease Agreement Fee will be made in full in the event that the Owner is unable to deliver possession of the Kanab Center. Security Deposit is only refundable if canceled 60 days prior to event date. 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, excluding Ballroom 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 (2 weeks) notice of scheduled conventions and paid events to allow time to plan accordingly. Any supplies or personal items used for meetings must be removed after each meeting. Bring In/Take Out. ALL used sports equipment must be stored away in respective groups equipment cart. NO lost and found will be provided.

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 (30) 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. 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. PLEASE NOTE that rental of the ballroom(s) DOES NOT GIVE ACCESS to service hallway or kitchen. Use or entry of these spaces could result in additional charges or trespass citation. Caterers or those renting the kitchen space are allowed to pre-store items 24 hours in advance in cooler/freezer, but must arrange with the facility staff to make delivery within business hours.

ACCESS

Once an event is booked, the Kanab Center staff will coordinate arrival times to ensure room condition, access, and setup, and code provided for the key locker on site if selected as an option. Keys must be returned immediately after the event. Keys not returned or lost will result in a \$200 Replacement charge that will be invoiced.

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, and HDMI cords 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. If your event requires that staff or IT services be called in for support after hours (5pm M-F) or on a weekend (Saturday & Sunday) a service fee may be charged of up to \$200 for after hours/weekend services.

SET UP & TEAR DOWN

Basic setup and teardown of tables, chairs IS NOT INCLUDED for 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 and other hard to clean products can only be used with permission from Kanab Center Staff. 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 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.

DEPOSIT If wanting to guarantee and lock in the use of a space up to a year in advance, a deposit is required. The deposit is fully refundable when the following conditions of the agreement have been met immediately following your event end (DAY OF):

- 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
- Food, Catering supplies and perishables items are removed from kitchen/coolers

ANIMAL POLICY

With the exception of approved 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) shall 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.
- The 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.

GYM FREE USE FACILITY USE CARE

Free use groups REQUIRE the following facility care to be completed upon each block of reserved free use time.

1. Empty trash, including bathrooms and front entrance trash on exterior, and take to outside dumpsters located behind the Kanab Center (east side of building). Replace liners in all trash bins. (liners located in gym closet)
2. Trash removed from bleachers every time. Bleachers must be swept if your event had spectators of any size. (small broom & dust pan provided in gym closet)
3. Gym floor swept, including sweeping up the dust bunnies and disposing of them in outside trash. (small broom & dust pan provided in gym closet)
4. Sweep bathroom floors.
5. Ensure that there is **NO FOOD** in the gymnasium, including treats for athletes, for their participants and spectators. Any spills such as gum or sugary drinks should be cleaned up or reported to Kanab Center Staff promptly. IF GUM, CANDY or FOOD is found on bleachers or gym floor, the coordinator will be contacting you to make sure you are aware that you are responsible for **ALL** persons entering the gym during your reserved block. Multiple violations may result in loss of booking privileges.

FREE USE FACILITY USE CARE

Free use groups in break out rooms, REQUIRE the following facility care to be completed upon each block of reserved free use time.

1. Empty trash, and take to outside dumpsters located behind the Kanab Center.
2. Stack Chairs and Tables (leave it as you found it)

If your free use reservation fails to complete the facility use care for multiple reservations, or you do not follow care for free use (3 strikes out ruling) You may be asked to move to a paid event to cover the cost of staff to clean after use, or not allowed to schedule free use in future.

STAFF RESPONSIBILITIES

Staff at the Kanab Center is responsible for the cleaning of the facilities prior to and after all paid events. The staff will clean bathrooms M-Th mornings, and sweep and mop bleachers every week, sweep and mop gym floor once a month as needed, vacuum lobbies and rooms daily as needed and clean gym seating monthly as needed.



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.

Local Rooms Rates, Deposits & Capacities

Tables and chairs are included in these rates.

Rental Fees for items and set up fees for free use, still apply.

Space	Occupancy	Daily	Hourly	Deposit to Hold	Food
Great Chamber Ballroom	352-839	\$400	\$130	\$300	\$100
Great Chamber Sections	114-299	\$150	\$50	\$100	\$50
Buckskin	54-129	\$65	\$15	\$50	\$50
Inchworm	40-90	\$65	\$15	\$50	\$50
Dragon	150-200	\$90	\$20	\$50	\$50
Cascade A&B	150-210	\$90	\$20	\$50	\$50
Cascade Sections	100	\$65	\$15	\$50	\$50

Please note that Cascade break out rooms have access to restrooms, however they are NOT ADA accessible. If you need ADA accessible restrooms please see other break out space options.

Grand Staircase Gym	1000	\$100	\$35	\$100	\$100
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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	\$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 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.
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 for free use.
- Installation fee of \$165 applies for each set up of the stage and dance floor. (smaller section pricing available)
- Warming/ Keep Cool Food Equipment on site is \$100 per event. Kitchen use (counters, stoves, sink) \$50 per day
- Gymnasium Carpet Floor Installation \$100 installment

Al La Carte Rental Items

Linens (Black, Red and Ivory 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. Or \$1.99 per panel. SELF Installment is .99¢ per panel. You will need to be given a tutorial on the first 4 panels for proper installment instructions

Production 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 Or \$30 per panel- NO Self Serve Option.

Self Serve Stage up to 40 panels (4' x 4') in any configuration. legs from 6" up to 32", includes up to 3 sets of stairs. \$10 per section. You will need to be given a tutorial on the first panel for proper installment instructions.

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 ROCKVILLE
- Sound mixer if needed \$20
- Adapter to headphone jack for access to laptop \$5
- Plugs into in house system \$5

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

We also have a wide variety of decor items and staging items available to rent. Please inquire.

All Items ordered, Al La Carte, will be due with final payment.

Kanab Center User Agreement

20 N. 100 E. Kanab, UT 84741
(435)644-4333 Effective 1/2026

Kanabcenter.com
mglover@kane.utah.gov

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

PARTIES

The parties to this Agreement are Kane County (Lessee or 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 begin the event at the time set forth above, 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.

FEE

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 (or immediately, for reservations made fewer than three weeks in advance). Should other additional, Al La Carte Rentals or incidental costs accrue, the charges will be due upon receipt of an invoice from Owner prior to event space use. If the Deposit or Lease Agreement Fees are not paid on time, Owner may cancel this agreement and the reservation of the Kanab Center.

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 applicant within three weeks of the reservation date, a partial refund may be made at the discretion of the Kane County Tourism Director or the Kanab Center Coordinator.

WEEKLY/LONG TERM USE

Groups or Organizations requesting to use any room(s)/space(s) at the Kanab Center on a long term weekly basis must do so with the understanding that conventions 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 weekly meetings must be removed after each meeting.

CATERING GALLERY/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 Willow 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.

The Gallery/Kitchen is NOT a fully functional kitchen. There is a walk in Fridge/Freezer, Warming cart and warming ovens. PLEASE NOTE that there cannot be any raw food preparations in the kitchen. This includes meats, fish or poultry. All food items must be precooked. In the case of washing dishes, please scrape clean all food particles from dishes prior to washing and rinsing.

KEYS

It is the Lessee's responsibility to pick up the key at the Kanab Center and return it when done. A temporary copy, destroyed within 7 days of event completion, of a valid driver's license will be taken at time of key pick-up. Keys will not be issued until rental fees are paid in full. If your event has more than 100 attendees, OR if your event is held in any of the ballrooms in building C, we will have staff on hand at all times during your 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. **YOU WILL NEED TO PROVIDE YOUR OWN HDMI CORDS, EXTENSION CORDS, POWER STRIPES and tech sources such as laptops.**

SET UP & TEAR DOWN

Basic setup and teardown of tables, chairs and podiums is included in cost of the rental. Portable white boards, sandwich boards, easels and crowd control barriers are available upon request at no additional charge. Dance floor, staging, and table linens are available for an additional fee. *The Kanab Center does not provide tableware.* Your Event will be assigned to a manager that will communicate with you prior to your event. Event layout and design should be communicated with the manager.

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. We do have some safety regulations which your on site event manager will make sure are followed during set up and the duration of the event.

Glitter and confetti may not be used in any part of the building. Open flames are not permitted in the facility for any reason, the only exception is catering stenos.

Only Kanab Center staff may move lobby furniture and other equipment in the public areas. Please make arrangements in advance 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 a service alley 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 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.

ALCOHOL POLICY

In Utah, all alcohol service at private events held in a convention center must comply with the Utah Department of Alcoholic Beverage Services (DABS) regulations. A licensed caterer or bar service with the proper permits is required to provide and serve alcohol—individuals or event organizers may not supply or sell their own. Alcohol service is restricted to designated areas, and servers must verify age for all guests consuming alcoholic beverages. Event hosts should coordinate with their licensed provider in advance to ensure compliance with state laws and local restrictions.

ANIMAL POLICY

With the exception of approved 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) shall 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.
- The 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 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) 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

Kane County 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. Kane County shall own the copy right to any videos or photographs that it creates during any event at the Kanab Center.

Authorized Signature (Lessee): _____ **Date:** _____

Authorized Signature (Kanab Center): _____ **Date:** _____

Application requests NOT FULLY completed will not be scheduled.

Event Name		Todays Date:	
Event Category: (Circle One) Private Event Commercial-Charging Event No-Charge-Free Event		Date Of Event:	
GOVERNMENT: County Kanab City Orderville Fredonia Other Religious Event <i>Fredonia may incur a delivery/ pick up fee of \$165, or free pick up</i>		Date(s) Needed:	
Event Address:		Assigned to:	
Event Start Time:	Event End Time:	John Jacobs 435-689-0034	
Responsible Party for this Order:		Josh Baird 435-238-6063	
		Phone #:	
		email:	



CAMBERLY ANDERSON
Kane County Events & Kanab Center Coordinator
Kane County Office of Tourism

- Office 435-644-4333
Mobile 719-298-2827
- canderson@kane.utah.gov
- Kanab Center
20 N 100 E Kanab, UT 84741
- www.kanabcenter.com
www.visitsouthernutah.com

Your Event/ Business Insurance:	Insurance Mailing Address:
In order to schedule or pick up any equipment we MUST have Insurance Carrier and Address.	

Initials of Staff Approval

OFFICE USE ONLY	
Authorized Deposit on Hold: \$	Paid by CASH CARD CHECK
Authorized Delivery: \$	Paid by CASH CARD CHECK
Authorized Usage/ Flat Fee: \$	Paid by CASH CARD CHECK

Signature of Responsible Party for this order Date

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:
The Lessee shall sign a credit card authorization form in the amount of the security deposit for hold prior to taking items from property. The Authorization will only be charged IF there are damages. The Owner has 10 days to access any damages and must communicate prior to any charges. The usage fee must be paid the day of the submitted form (SEE PRICE TABLE). IF REQUEST IS SUBMITTED IN LESS THAN 20 DAYS PRIOR, REQUEST CAN BE DENIED based on staff scheduling and equipment. 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. The Lessee has rights and access to the returned inspection reports.

A Usage fee of 20% of Security Deposit is Required for all property with a replacement value of under \$100. A Usage fee of 10% of Security Deposit is Required for all property with a replacement value of over \$100. In the event that Lessee fails to follow the 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.

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. All equipment will be wiped down and nicely returned. 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. 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.

Equipment rental is 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 and Owner agree to all rules, regulations, and terms listed above. By signing below, Lessee and Owner agree to all rules, regulations, and terms listed above.

By signing below, Lessee and Owner agree to all rules, regulations, and terms listed above. By signing below, Lessee and Owner agree to all rules, regulations, and terms listed above. By signing below, Lessee and Owner agree 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 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

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.

Production Items		<input type="checkbox"/> Delivery \$165 per trailer. We try our best to consolidate our trailers so items travel safely.					
Returned	Item Name	Available	Column A Requested	Column B Taken	Column C Replace Cost	Column D Damage / Security	Column E Usage Fee % + Damage/Sec DUE Column B (x) Column D

Please NOTE that Any Electrical Items CAN NOT BE LEFT outside overnight or in wet weather conditions. ALL Items must be returned fully Cleaned. Many of our production rental items have strict, liability and safety requirements. Please make us talk to staff to check schedules and availability.

<input type="checkbox"/>	Production Stage - Non Profit Events \$240 Required Staff Fee	1			up to \$240	\$200.00	10%
<input type="checkbox"/>	Production Stage - For Profit Events \$2500 required staff fee	1			up to \$2500	\$1,500.00	10%
<input type="checkbox"/>	Stair Set	1			\$600.00	\$50.00	20%
<input type="checkbox"/>	Sound PA System (1 Speaker, Stand, Mic)	2			\$850.00	\$75.00	20%
<input type="checkbox"/>	Blue Tooth Speaker without stand	2			\$750.00	\$75.00	20%
<input type="checkbox"/>	Extention Cords (variety of sizes)	8			\$30.00	\$5.00	20%
<input type="checkbox"/>	Fog Machine - Does Not Include Liquid	3			\$40.00	\$25.00	20%
<input type="checkbox"/>	Floor Ice Fog Machine - Does Not Include Dry Ice	1			\$90.00	\$25.00	20%
<input type="checkbox"/>	Fog Up Shots - Does Not Include Liquid	2			\$650.00	\$50 Per Day Flat Rental Fee	-----
<input type="checkbox"/>	Rockville Lights case (6 per case)	6			\$1,900.00	\$150.00	10%
<input type="checkbox"/>	Light & Sound Production Truss System, ON CAMPUS the truss system is required to stay on Kanab Center Campus unless our staff installs off campus Requires a \$165 Installation fee	Varied			up to 52k	\$10 a foot	10%
<input type="checkbox"/>	Light & Sound Production Truss System, OFF CAMPUS the truss system requires staff installation of \$165	Varied			up to 52k	\$10 a foot	20%

Catering		<input type="checkbox"/> Delivery \$165 per trailer. We try our best to consolidate our trailers so items travel safely.					
Returned	Item Name	Available	Column A Requested	Column B Taken	Column C Replace Cost	Column D Damage / Security	Column E Usage Fee % + Damage/Sec DUE Column B (x) Column D

Please NOTE that Any Electrical Items CAN NOT BE LEFT outside overnight or in wet weather conditions. ALL Items must be returned fully Cleaned. The following items will have a * (Star) by them if USAGE FEE applies to only offsite use

<input type="checkbox"/>	Drink Wagon	2			\$300.00	\$50.00	10%
<input type="checkbox"/>	S&P Glass Shakers *	8 Sets			\$20 a set	\$2 a set	20%
<input type="checkbox"/>	Country Style Utensil Holder *	3			\$20 a set	\$2 a set	20%
<input type="checkbox"/>	Sugar & Cream Set Containers *	2			\$30 a set	\$2 a set	20%
<input type="checkbox"/>	Decorative Mini Troughs *	8			\$12.00	\$2.00	20%
<input type="checkbox"/>	Country Cream Pitchers *	8			\$12.00	\$2.00	20%
<input type="checkbox"/>	Kiosk / Bar \$100 Rental Fee Per Day *	1			\$2,000.00	\$50.00	-----
	Subtotal Damage/Security Deposit Due (Column C)					Notes	
	Subtotal Usage Fee (Column E)					Notes	
	Subtotal Installation or Flat Rental Items (fees highlighted in yellow)					Notes	

Catering Equipment							
Returned	Item Name	Available	Column A Requested	Column B Taken	Column C Replace Cost	Column D Damage / Security	Column E Usage Fee % + Damage/Sec DUE Column B (x) Column D

<input type="checkbox"/>	Light Package- for stage or truss use- 4 DJ Gig bar move lights on tripod, two intimidator moving heads on glow tower. REQUIRED INSTALL of \$100	1			up to \$3+	\$100.00	10%		
<input type="checkbox"/>	DJ Gig Bar	4				\$600.00	\$100.00	10%	
<input type="checkbox"/>	Intimidators	2				\$400.00	\$100.00	10%	
<input type="checkbox"/>	Sound Package- for stage or truss use- 6 EV Speakers, Sound Mixer, Adaptor Headphone Jack. REQUIRED INSTALL of \$100	1			up to \$3+	\$100.00	10%		
<input type="checkbox"/>	EV Speaker with Stand Set (2 speakers)	1				\$1,300.00	\$100.00	10%	
<input type="checkbox"/>	Sound Mixer/ Table	1				\$550.00	\$100.00	10%	
<input type="checkbox"/>	My Stage 4'x4' Panels	40				\$180.00	\$100.00	10%	
These panels can NOT be used directly on soft surfaces such as lawn or sand. A hard surface will need to be placed under all feet of the stage pieces such as lumber. Each Panel comes with a hardware bag and packing strap. Loss of any bolts, nuts, screws will result in a \$10 replacement fee. Loss of strap is a replacement fee of \$2. After return an inspection will be done to access pins, battings and other parts of the stage.									
<input type="checkbox"/>	My Stage Off-site or on-site Installation fee \$165	1							
<input type="checkbox"/>	Podium	1				\$200.00	\$50.00	10%	
Subtotal Damage/Security Deposit Due (Column C)									Notes
Subtotal Usage Fee (Column E)									Notes
Subtotal Installation or Flat Rental Items (fees highlighted in yellow)									Notes

Linens & Center Piece Options		<input type="checkbox"/>		Delivery \$165 per trailer. We try our best to consolidate our trailers so items travel safely.				
Returned	Item Name	Available	Requested	Taken	Replace Cost	Damage / Security	Usage Fee % x Damage/Sec	DUE Column B (x) Column D

Linens are a flat fee based on laundering

<input type="checkbox"/>	Round Black 90"	30			\$7.00			\$7.00	
<input type="checkbox"/>	Round Red 90"	10			\$7.00			\$7.00	
<input type="checkbox"/>	Round Cream 90"	30			\$7.00			\$7.00	
<input type="checkbox"/>	Black Class Room 6' Stretch Linen	50			\$7.00			\$7.00	
<input type="checkbox"/>	Black 8' Standard Table Stretch Linen	8			\$7.00			\$7.00	
<input type="checkbox"/>	Black 8' Standard Flat	10			\$7.00			\$7.00	
<input type="checkbox"/>	White Stretch Cocktail	5			\$7.00			\$7.00	
<input type="checkbox"/>	Orange Stretch Cocktail	5			\$7.00			\$7.00	
<input type="checkbox"/>	Chair Sashes- inquire for colors	10			\$2.00			\$2.00	
<input type="checkbox"/>	Small White Table Vases w/ pampus	40			\$2.00			\$1.00	
<input type="checkbox"/>	Wood Block Table Number Holders	30			\$2.00			\$1.00	
<input type="checkbox"/>	11' Black Iron Hanger	30			\$7.00			\$1.00	
<input type="checkbox"/>	Small Cowhide Mats	40			\$12.00			\$1.00	
<input type="checkbox"/>	Amber County Jars	40			\$4.00			\$1.00	
<input type="checkbox"/>	Sage Green Runner	40			\$7.00			\$1.00	
<input type="checkbox"/>	Gold Geometric Shapes	80			\$1.00			\$1.00	
<input type="checkbox"/>	Gold Plexiglass Photo Holders	40			\$2.00			\$1.00	
Subtotal Damage/Security Deposit Due (Column C)									Notes
Subtotal Fee (Column E)									Notes

Sanitation & Cautionary Items		<input type="checkbox"/>		Delivery \$165 per trailer. We try our best to consolidate our trailers so items travel safely.					
Returned	Item Name	Available	Requested	Taken	Replace Cost	Damage / Security	Usage Fee % x Damage/Sec	DUE Column B (x) Column D	
<input type="checkbox"/>	Flame Heaters - Does Not Include Tank	8			\$470.00	\$50.00	10%		
<input type="checkbox"/>	Trash Cans - Does Not Include Liners	6			\$35.00	\$10.00	20%		
<input type="checkbox"/>	Fire Pits - Does Not Include Tank	8			\$60.00	\$50.00	10%		
<input type="checkbox"/>	Trash Can LINERS	100					\$1		
<input type="checkbox"/>	Propane Tanks - EMPTY	40			\$40.00	\$5.00	20%		
Subtotal Damage/Security Deposit Due (Column C)									Notes
Subtotal Usage Fee (Column E)									Notes
Subtotal Installation or Flat Rental Items (fees highlighted in yellow)									Notes

TOTALS DUE

Please NOTE that each of these total will be entered in different payments. If paying by check or bank draft, make separate payments.

Please NOTE that Any Electrical Items CAN NOT BE LEFT outside overnight or in wet weather conditions. ALL Items must be returned fully Cleaned.

<input type="checkbox"/>	Steno Chafs	5				\$95.00	\$25.00	20%	
<input type="checkbox"/>	Induction Burner 3800W 240V	4				\$2,000.00	\$100.00	10%	
<input type="checkbox"/>	Heated Banquet Cart	2				\$6,000.00	\$200.00	10%	
<input type="checkbox"/>	Cooler Large	6				\$190.00	\$25.00	10%	
<input type="checkbox"/>	Cooler Regular	1				\$60.00	\$10.00	20%	
<input type="checkbox"/>	Cooler Small	1				\$30.00	\$10.00	20%	
<input type="checkbox"/>	Igloo Water Cooler	2				\$35.00	\$10.00	20%	
<input type="checkbox"/>	Heated Drink Urns	3				\$250.00	\$25.00	10%	
<input type="checkbox"/>	Hot & Cold Holders	10				\$150.00	\$25.00	10%	
Subtotal Damage/Security Deposit Due (Column C)									Notes
Subtotal Usage Fee (Column E)									Notes
Subtotal Installation or Flat Rental Items (fees highlighted in yellow)									Notes

Tables, Chairs &		<input type="checkbox"/>		Delivery \$165 per trailer. We try our best to consolidate our trailers so items travel safely.				
Returned	Item Name	Available	Requested	Taken	Replace Cost	Damage / Security	Usage Fee % x Damage/Sec	DUE Column B (x) Column D

Tables & Chairs come in quantities on racks for delivered items. If you choose to not have delivered please note that you will need to unload and re stack on racks.

ALL ITEMS MUST BE RETURNED CLEANED

DELIVERED QUANTITIES		Delivery is \$125 per trailer. We try to load trailers to accommodate as many items that can securely travel together.						
<input type="checkbox"/>	Black Metal Folding Chairs RACK (48 chairs)	3			\$15 ea	\$50.00	10%	
<input type="checkbox"/>	Round Banquet Table 60" RACK (5 Tables)	5			\$90 ea	\$50.00	10%	
<input type="checkbox"/>	6' Classroom Table RACK (20 tables)	2			\$50 ea	\$200.00	10%	
<input type="checkbox"/>	6' Standard Table RACK (8 tables)	2			\$40 ea	\$320.00	10%	
<input type="checkbox"/>	Outdoor Theatre Chair RACK (25 chairs)	4			\$40 ea	\$1,000.00	10%	
SELF-SERVE QUANTITIES								
<input type="checkbox"/>	Black Metal Folding Chairs	144			\$15.00	\$10.00	20%	
<input type="checkbox"/>	Round Banquet Table 60"	25			\$290.00	\$10.00	10%	
<input type="checkbox"/>	6' Classroom Table	40			\$50.00	\$10.00	20%	
<input type="checkbox"/>	6' Standard Table	16			\$40.00	\$5.00	20%	
<input type="checkbox"/>	Outdoor Theatre Chair	100			\$40.00	\$12.00	20%	
<input type="checkbox"/>	Cocktail Tables	10			\$95.00	\$25.00	20%	

Miscellaneous Items for Event Control and Safe

<input type="checkbox"/>	Stanchions	10			\$40.00	\$5.00	20%		
<input type="checkbox"/>	Floor Signage Stands (indoor use only)	10			\$20.00	\$5.00	20%		
<input type="checkbox"/>	Floor Signage Stand with Weights	6			\$15.00	\$8.00	20%		
<input type="checkbox"/>	Orange Cones	12			\$20.00	\$10.00	10%		
<input type="checkbox"/>	Safety Vests	30			\$10.00	\$25.00	20%		
<input type="checkbox"/>	Inflatable Light	2			\$1,500.00	\$100.00	10%		
<input type="checkbox"/>	Electrical Street Sign- Does require permit. Required installation fee of \$165, upon proof of permit approval	2			\$15k	\$150.00	10%		
<input type="checkbox"/>	Pipe & Drape, Flat Rate of \$14 a Section	6			\$290.00	\$50.00			
<input type="checkbox"/>	Dunk Tank- with Carpet	1			\$1,700.00	\$200.00	10%		
<input type="checkbox"/>	Wooden Photo Ops and Decor Cut Outs. Rental Cost is per piece, please inquire.	10							
<input type="checkbox"/>	6' Metal Arch. Balloons,	4			\$50.00	\$50.00	10%		
<input type="checkbox"/>	On-Site Chair / Table Set Up								
Service for Set up for tables and chairs. This Service is just a REQUEST. We are happy to send out inquiries to individuals that are interested in providing this service. Average price range is \$100-\$500 depending on the quantity, distance, and number of installments needed. If the inquiry has a response then we will send that persons contact information to you for you to arrange schedule and payment.									
Subtotal Damage/Security Deposit Due (Column C)									Notes
Subtotal Usage Fee (Column E)									Notes
Subtotal Installation or Flat Rental Items (fees highlighted in yellow)									Notes

NO MOVING/ Equipment request will be scheduled with out a Credit Card on file for Security/ Damage deposit, Unless your

STAFF ONLY	# of Delivery Trailers _____ X	\$165	Delivery Address: Cash Card Check
	TOTAL Damage/Security Deposits Due		Cash Card Check
	TOTAL Usage Fee		Cash Card Check
	TOTAL Installation or Flat Rental Items (fees highlighted in yellow)		Cash Card Check

event is ran by Kane County, Kanab City, Orderville, Fredonia. Credit Cards can be ran for multiple/ seperate charges including, item damage or no show reservations, Usage Fees, Flat Rate Fees, Delivery Fees and Set Up Fees. Cards can be ran with in date of item approval and up to 10 days following your event

THE FOLLOWING ARE ITEMS WE STRONGLY SUGGEST YOU DO IN ORDER TO BE IN COMPLIANCE WITH COUNTY, CITY and VENUE REGULATIONS

- City Permits 60 Days prior or more You do need to procure a special event permit from the city for **any event publicly attended**. Including events held on Private Property.
- Venue Reservation If your event will have food vendors, or more than 100 people, please check with venue for restroom & garbage requirements

Check with your venue, as they may also require you to have event insurance. Remember that City & County Properties used for any events, may require reservations, deposits and fees, including the City Parks, Libraries, Kanab Center & Event Venues. This includes interior rooms and exterior spaces.

- Parking & Signage, events over 100 ppl If your event is estimated to have 100+ patrons, please check with venue and/city for any parking requirements
- Sales Tax Licenses for Vendors
- Noise Permit
- Signage Permits through City for ANY SIGN that is visable to a Kanab City or Hwy 89 Road
- Private Property Agreements
- Road Closure Permits
- Advertising sent to Kane Office of Tourism 60 Days Prior to event

Tourism Event Grants are available and applications are open on-line from May 1st through October 30th at www.kane.uta.com

Items on this MOU/ Equipment Request are made available by funding generated by TRT (Tourism Tax) and did not come from taxes paid as a resident of Kane County. We hope that the use of these items will be helpful to our rural community. Next time you see a Tourist, say THANK YOU!

MAKES CHECKS PAYABLE TO KANE COUNTY EVENTS

ITEM # 6

Amendment to the Development Agreement/Reserve at
Swains Creek

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: September 16, 2025

Dept. / Business Name: Land Use

Topic/Re: Amendment to the Development Agreement / Reserve at Swains Creek

Public Hearing: NO

Description: Amending the original development agreement for the Reserve at Swains Creek, including a revised site plan, approved on October 25, 2022

P&Z voted unanimously to recommend approving the amended development agreement.

Attachments: Amended Development Agreement, Staff Report, Original Site Plan, Revised Site Plan

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

When Recorded Return to:
Shannon McBride
Kane County Administrative Land Use Authority
76 N Main
Kanab, Utah 84741

Parcel #'s: 8-7-27-1, 8-7-27-2, 8-7-27-6,
8-7-27-8, 8-7-27-9, 8-7-27-9A,
8-7-27-9B, 318-1, 318-2, 318-3

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR
THE RESERVE AT SWAINS' CREEK

This First Amendment to the Development Agreement for The Reserve at Swains Creek (herein "First Amendment") is entered into this ____ day of September, 20__ by and between BIDR, LLC, a Delaware Limited Liability Company ("Developer") and the Kane County ("County") for the Development Property included in or affected by the project known as "The Reserve at Swains Creek" ("Development") (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, The Developer and the County entered into a Development Agreement for the Reserve at Swains Creek, dated _____ (hereafter referred to as the "Development Agreement") which described on Exhibit "A" thereto certain real property located in Kane County, Utah and referred therein as the "Property"; and

WHEREAS, as the Developer is finalizing the Development Plans and Designs, the Developer desires to adjust the Layout of certain lots, roads and open space.

WHEREAS the Developer desires to change the order and/or sizes of phases of the Development.

WHEREAS the Developer desires to be able to develop the Property in more phases than shown in the original Development Agreement.

WHEREAS, County, acting pursuant to its authority under UTAH CODE ANNOTATED 17-27a-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Planned Community, and, in the exercise of its legislative discretion, has elected to approve this Amendment to the Development Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals above are hereby incorporated into this Agreement.

2. Section 2.1 of the **Obligation to Construct Project Improvements** is amended to read as follows:

2.1 **Project Improvements.** The Developer shall complete all of the Project improvements in each phase within *two (2) years* for the approval of the plat for said phase of the Project.

3. Section 4.2 of the **Phases of the Project** is to be inserted to read as follows:

4.2 **Modification of Phases.** *The Developer may make changes to the approved phases, by changing the order of the phases, combining phases and/or dividing phases into subphases, with approval from the County Land Use Staff.*

4. Section 5.1 of the **General Rights and Responsibilities** is amended to read as follows:

5.1 **Vested Rights for the Project.** To the fullest extent permissible under the law, this Agreement grants and vests in Developer all rights consistent with the zoning previously approved for the Project, and to develop the Project as a PUD in accordance with the Preliminary Concept Plan, which Preliminary Concept Plan, and uses and zoning shown on the Preliminary Concept Plan, are hereby deemed approved and permitted uses and zoning. The Parties agree that as part of the development of any phase, the Developer may construct model homes prior to the completion of infrastructure for that phase, provided that the model home cannot be sold and the certificate of occupancy cannot be finalized prior to the completion of the infrastructure for that phase. The Parties further agree that the Swains Creek Heights, Phase 1 subdivision will be vacated *as part of the re-subdividing the property within the stated subdivision*. It is not anticipated that any additional conditional uses are needed for the Project. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights. It is expressly understood by the County that Developer may assign all or portions of its rights under this Agreement provided such assignees agree to be bound by the terms of this Agreement.

5. Section 6.3.1 of the **General Provisions** is added

6.3.1 **Allowed Modifications to the Preliminary Concept Plan.** *Allowed modifications to the Preliminary Concept Plan may include, but are not limited to the following:*

6.3.1.1 *The Developer may increase or reduce the total number of lots in a single phase but shall retain the total number of overall lots within all phases of the Development. This may be done by increasing or decreasing the number of lots in other phases of the Development. Said changes shall be reviewed and approved by the County Development Staff.*

6.3.1.2 *The Developer may not decrease the area of any single-family residential lot below 1/2 (0.50) acre.*

6. Exhibit B (Phase 1 Amended Preliminary Concept Plan) to the Development Agreement is amended to include the Amended Exhibit B attached hereto and by reference incorporated herein. The Amended Exhibit B will supersede any portions of the original Exhibit B for any areas included within the Amended Exhibit B. All other areas of the original Exhibit B will remain as-is.

Except as herein provided, the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunder have executed this First Amendment to the Development Agreement on the date first written above.

Attest:

COUNTY:

Kane County, a political subdivision of the State of Utah

By: _____

Chameill Lamb

County Clerk

Chair, Kane County Commission

DEVELOPER:

BIDR, LLC

By: _____

Its: _____

STATE OF UTAH)

ss.

COUNTY OF Kane)

On the _____ day of _____ 2025, personally appeared before me _____ whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the manager of BIDR, LLC, and did duly acknowledge to me that the foregoing document was entered into on behalf of such entity by authority of its organizational documents and that the document was the act of BIDR, LLC, for its stated purpose.

Notary Public

SUBJECT TO, WATER LINE EASEMENTS RECORDED AT BOOK 308 PAGE 220-233 & 320-321.

FEET TO THE POINT OF BEGINNING, CONTAINING 131.63 ACRES.

NW CORNER OF THE EAST 1/2 OF THE NW 1/4 SAID SECTION 27; THENCE S78°32'22"E 1304.94 FEET TO THE POINT OF BEGINNING, CONTAINING 131.63 ACRES.

THE EAST 1/2 OF THE NW 1/4 SAID SECTION 27; THENCE N01°17'06"W 2578.25 FEET TO THE 298.68 FEET TO THE PT; THENCE N81°10'10"W 88.41 FEET TO A POINT ON THE WEST LINE OF RADIUS= 316.00; CHORD= N54°05'30"W 287.69; THENCE ALONG THE ARC OF SAID CURVE PC OF A CURVE TO THE LEFT, NORTHWESTERLY, CURVE DATA: DELTA= 54° 09'20", THE ARC OF SAID CURVE 242.69 FEET TO THE PT; THENCE N27°00'50"W 3.06 FEET TO THE DATA: DELTA= 34°45'47", RADIUS= 400.00; CHORD= N44°23'43"W 238.99; THENCE ALONG N61°46'37"W 97.65 FEET TO THE PC OF A CURVE TO THE RIGHT, NORTHWESTERLY, CURVE 224.69; THENCE ALONG THE ARC OF SAID CURVE 226.92 FEET TO THE PT; THENCE NORTHWESTERLY, CURVE DATA: DELTA= 27°54'01", RADIUS= 466.00; CHORD= N47°49'36"W TO THE PT; THENCE N33°52'35"W 44.15 FEET TO THE PC OF A CURVE TO THE LEFT, 100.00; CHORD= N40°17'58"W 22.37; THENCE ALONG THE ARC OF SAID CURVE 22.42 FEET 264.84 FEET TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: 12°50'46", RADIUS= THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET TO THE PT; THENCE N46°43'21 "W THE RIGHT, CURVE DATA: DELTA= 90°00'00", RADIUS= 25.00; CHORD= S88°16'39"W 35.36; CURVE 111.26 FEET TO THE PT; THENCE S43°16'39"W 6.63 FEET TO THE PC OF A CURVE TO 11'29", RADIUS= 483.26; CHORD= S49°52'23"W 111.02; THENCE ALONG THE ARC OF SAID S56°28'08"W 541.68 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA= 13° 24'56"W 178.71; THENCE ALONG THE ARC OF SAID CURVE 178.74 FEET TO THE PT; THENCE SOUTHWESTERLY, CURVE DATA: DELTA= 03°53'36", RADIUS= 2630.43; CHORD= S58° 96.94 FEET TO THE PT; THENCE S60°21'44"W 96.79 FEET TO THE PC OF A CURVE TO THE LEFT, RADIUS= 359.05; CHORD= S52°37'38"W 96.65; THENCE ALONG THE ARC OF SAID CURVE TO THE PT OF A CURVE TO THE RIGHT, SOUTHWESTERLY, CURVE DATA: DELTA= 15°28'12", ALONG THE ARC OF SAID CURVE 49.80 FEET TO THE PT; THENCE S44°53'32"W 188.04 FEET CURVE DATA: DELTA= 13°37'50", RADIUS= 416.66; CHORD= S38°04'37"W 98.89; THENCE THENCE S31°15'42"W 373.99 FEET TO THE PC OF A CURVE TO THE RIGHT, SOUTHWESTERLY, THE PT; AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF SWAINS CREEK ROAD; 25.00; CHORD= N76°15'42"E 35.36; THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET TO 70.94 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA= 90°00'00", RADIUS= 98.17; THENCE ALONG THE ARC OF SAID CURVE 99.18 FEET TO THE PT; THENCE S58°44'18"E SOUTHEASTERLY, CURVE DATA: DELTA= 28°24'50", RADIUS= 200.00; CHORD= S72°56'43"E FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RIGHT-OF-WAY LINE AND RUNNING N65°38'13"W 185.36 FEET; THENCE S31°54'19"W 241.46 156.05; THENCE ALONG THE ARC OF SAID CURVE 156.49 FEET; THENCE DEPARTING SAID SOUTHWESTERLY, CURVE DATA: DELTA= 14°51'16", RADIUS= 603.62; CHORD= S16°55'33"W THE FOLLOWING COURSES: S09°29'59"W 181.70 FEET TO THE PC OF A CURVE TO THE RIGHT, OF-WAY LINE OF SWAINS CREEK ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S42°30'00"E 821.65 FEET; THENCE S71°02'38"E 170.09 FEET TO A POINT ON THE WEST RIGHT- THE ARC OF SAID CURVE 356.91 FEET TO THE PT; THENCE S59°53'16"W 62.43 FEET; THENCE DATA: DELTA= 107°03'52", RADIUS= 191.00; CHORD= S06°21'20"W 307.20; THENCE ALONG POINT OF THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SOUTHWESTERLY, CURVE S77°19'10"E ALONG SAID NORTH LINE 878.65 FEET; THENCE S42°49'24"W 400.98 FEET TO A BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 27, T38S-R7W, S.L.B.&M. THENCE

8-7-27-1

DEVELOPMENT PROPERTY

LEGAL DESCRIPTION FOR AMENDED EXHIBIT A

SUBJECT TO WATER LINE EASEMENTS RECORDED AT BOOK 308 PAGE 220-233 & 320-321.

N42°49'24"E 400.98 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES.
THE ARC OF SAID CURVE 356.91 FEET; THENCE DEPARTING SAID CURVE AND RUNNING
DATA: DELTA= 107°03'52", RADIUS=191.00', CHORD= N06°21'20"E 307.20', THENCE ALONG
821.65 FEET; THENCE N59°53'16"E 62.43 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE
SAID RIGHT-OF-WAY LINE AND RUNNING N71°02'38"W 170.09 FEET; THENCE N42°30'00"W
THENCE ALONG THE ARC OF SAID CURVE 113.42 FEET TO THE PT; THENCE DEPARTING
THE LEFT, CURVE DATA: DELTA= 12°43'51", RADIUS=510.46', CHORD= S15° 51'51"W 113.19',
CURVE 174.80 FEET TO THE PT; THENCE S22°13'46"W 470.94 FEET TO THE PC OF A CURVE TO
03°27'22", RADIUS= 2897.79', CHORD= S23°57'27"W 174.77', THENCE ALONG THE ARC OF SAID
RIGHT-OF-WAY 373.83 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=
CURVE AND RIGHT-OF-WAY 71.33 FEET TO THE PT; THENCE S25°41'08"W ALONG SAID
02°06'13", RADIUS= 1942.86', CHORD= S26°44'16"W 71.33' THENCE ALONG THE ARC OF SAID
ARC OF A NON-TANGENT CURVE, TO THE LEFT, SOUTHWESTERLY, CURVE DATA: DELTA=
TO THE WEST RIGHT-OF-WAY LINE OF SWAINS CREEK ROAD; SAID POINT BEING ON THE
1/4 CORNER OF SECTION 27, T38S-R7W, S.L.B.&M. RUNNING THENCE S77°19'10"E 850.32 FEET
BEGINNING AT A POINT S77°19'10"E ALONG THE SECTION LINE 878.65 FEET FROM NORTH

8-7-27-6

229-232.
SUBJECT TO & TOGETHER WITH, A 66.00 FT USFS ACCESS EASEMENT RECORDED AT BOOK
50 PAGES 30-31, AND AN AFFIDAVIT ON SAME EASEMENT RECORDED AT BOOK 85 PAGES

TO THE POINT OF BEGINNING, CONTAINING 18.82 ACRES.
N80°56'43"W 74.90 FEET; THENCE S69°53'33"W 263.60 FEET; THENCE N84°43'20"W 277.55 FEET
CURVE 415.83 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE AND RUNNING
13°23'07", RADIUS= 1779.98', CHORD= S36°49'19"W 414.89', THENCE ALONG THE ARC OF SAID
S43°16'39"W 192.17 FEET TO THE PC OF A CURVE TO THE LEFT CURVE DATA: DELTA=
RUNNING THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING COURSES:
PT; SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SWAINS CREEK ROAD;
CHORD= N88° 16'39"E 35.36' THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET TO THE
FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA= 90°00'00", RADIUS= 25.00'
THENCE ALONG THE ARC OF SAID CURVE 22.42 FEET TO THE PT; THENCE S46°43'21"E 264.84
TO THE LEFT, CURVE DATA: DELTA= 12°50'46", RADIUS= 100.00' CHORD= S40°17'58"E 22.37'
SAID CURVE 226.92 FEET TO THE PT; THENCE S33°52'35"E 44.15 FEET TO THE PC OF A CURVE
DELTA= 27°54'01", RADIUS= 466.00' CHORD= S47°49'36"E 224.69' THENCE ALONG THE ARC OF
THENCE S61° 46'37"E 97.65 FEET TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA:
S44°23'43"E 238.99' THENCE ALONG THE ARC OF SAID CURVE 242.69 FEET TO THE PT;
THE LEFT, SOUTHEASTERLY, CURVE DATA: DELTA= 34°45'47", RADIUS= 400.00' CHORD=
CURVE 298.68 FEET TO THE PT; THENCE S27°00'50"E 3.06 FEET TO THE PC OF A CURVE TO
54°09'20", RADIUS= 316.00' CHORD= S54°05'30"E 287.69' THENCE ALONG THE ARC OF SAID
FEET TO THE PC OF A CURVE TO THE RIGHT, SOUTHEASTERLY, CURVE DATA: DELTA=
N01°17'06"W ALONG THE SIXTEENTH SECTION LINE 113.31 FEET; THENCE S81°10'10"E 88.41
N01°20'08"W 1199.41 FEET TO THE NW CORNER OF THE NE1/4 SW1/4 SAID SECTION; THENCE
THE SOUTH 1/4 CORNER OF SECTION 27, T38S-R7W, S.L.B.&M. RUNNING THENCE
BEGINNING AT A POINT N75°56'00"W 1248.80 FEET AND N01°20'08"W 1489.34 FEET FROM

8-7-27-2

ALSO SUBJECT TO, A 20.00' POWERLINE EASEMENT RECORDED AT BOOK 47 PAGE 237-238.

ALSO SUBJECT TO AND TOGETHER WITH A 40.00 FOOT RIGHT-OF-WAY EASEMENT: BEGINNING AT A POINT N69°42'20"W 974.77 FEET FROM THE EAST 1/4 CORNER OF SECTION 27, T38S-R7W, S.L.B.&M. RUNNING THENCE S80°16'32"W 40.47 FEET; THENCE N18°27'27"W 17.27 FEET TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA=24°20'44",

EXCLUDING PARCEL 8-7-27-1C (TELECOMMUNICATION EQUIPMENT).

8-7-27-9 BEGINNING AT A POINT S01°11'50"W 1393.28 FEET AND N90°00'00"W 474.95 FEET FROM THE NE CORNER OF SECTION 27, T38S-R7W, S.L.B.&M. SAID POINT BEING AT THE NW CORNER OF LOT 518, SWAINS CREEK PINES, UNIT 3; RUNNING THENCE ALONG THE WEST LINE OF SAID SUBDIVISION THE FOLLOWING COURSES: S09°37'48"W 580.00 FEET TO THE WEST ANGLE POINT OF LOT 511; THENCE S52°37'48"W 145.00 FEET TO THE WEST ANGLE POINT OF LOT 510; THENCE S30°37'48"W 350.00 FEET TO THE SW CORNER OF LOT 509; THENCE DEPARTING SAID WEST LINE AND RUNNING S80°16'32"W 429.16 FEET; THENCE N55°56'28"W 40.35 FEET; THENCE N26°32'54"E 288.36 FEET; THENCE N41°44'14"E 282.24 FEET; THENCE N05°53'17"E 241.22 FEET; THENCE N47°44'47"W 191.86 FEET; THENCE N36°30'49"W 361.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SWAINS CREEK ROAD AND A POINT ON A NON-TANGENT CURVE TO THE LEFT, NORTHEASTERLY, CURVE DATA: DELTA=03°57'19", RADIUS=669.62', CHORD= N23°25'19"E 46.22', THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 46.23 FEET; THENCE DEPARTING SAID CURVE AND RIGHT-OF-WAY AND RUNNING S36°30'49"E 380.85 FEET; THENCE S47°44'47"E 208.15 FEET; THENCE S05°53'17"W 395.09 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=24°20'44", RADIUS=650.00', CHORD= S06°17'05"E 274.12', THENCE ALONG THE ARC OF SAID CURVE 276.19 FEET TO THE PT; THENCE S18°27'27"E 23.41 FEET TO THE POINT OF BEGINNING.

ALSO SUBJECT TO AND TOGETHER WITH A 40.00 FOOT RIGHT-OF-WAY EASEMENT: BEGINNING AT A POINT N69°42'20"W 974.77 FEET FROM THE EAST 1/4 CORNER OF SECTION 27, T38S-R7W, S.L.B.&M. RUNNING THENCE S80°16'32"W 40.47 FEET; THENCE N18°27'27"W 17.27 FEET TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA=24°20'44", RADIUS=690.00', CHORD= N06°17'05"W 290.99', THENCE ALONG THE ARC OF SAID CURVE 293.19 FEET TO THE PT; THENCE N05°53'17"E 65.35 FEET; THENCE S41°44'14"W 221.55 FEET; THENCE S26°32'54"W 288.30 FEET; THENCE N55°56'28"W 40.35 FEET; THENCE N26°32'54"E 288.36 FEET; THENCE N41°44'14"E 282.24 FEET; THENCE N05°53'17"E 241.22 FEET; THENCE N47°44'47"W 191.86 FEET; THENCE N36°30'49"W 361.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SWAINS CREEK ROAD AND A POINT ON A NON-TANGENT CURVE TO THE LEFT, NORTHEASTERLY, CURVE DATA: DELTA=03°57'19", RADIUS=669.62', CHORD= N23°25'19"E 46.22', THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 46.23 FEET; THENCE DEPARTING SAID CURVE AND RIGHT-OF-WAY AND RUNNING S36°30'49"E 380.85 FEET; THENCE S47°44'47"E 208.15 FEET; THENCE S05°53'17"W 395.09 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA=24°20'44", RADIUS=650.00', CHORD= S06°17'05"E 274.12', THENCE ALONG THE ARC OF SAID CURVE 276.19 FEET TO THE PT; THENCE S18°27'27"E 23.41 FEET TO THE POINT OF BEGINNING.

POINT OF BEGINNING, CONTAINING 8.14 ACRES.

8-7-27-8 BEGINNING AT A POINT S01°11'50"W 1146.75 FEET AND N90°00'00"W 438.28 FEET FROM THE NE CORNER OF SECTION 27, T38S-R7W, S.L.B.&M. SAID POINT BEING AT THE ORIGINAL WEST ANGLE POINT OF LOT 521, SWAINS CREEK PINES, UNIT 3; RUNNING THENCE S09°37'48"W 250.00 FEET TO THE SW CORNER OF LOT 519; THENCE DEPARTING SAID SUBDIVISION AND RUNNING S61°36'32"W 597.48 FEET; THENCE N47°44'47"W 164.66 FEET; THENCE N36°30'49"W 361.63 FEET MORE OR LESS TO THE EAST RIGHT-OF-WAY LINE OF SWAINS CREEK COUNTY ROAD; SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, NORTHEASTERLY, CURVE DATA: DELTA=15°54'03", RADIUS=669.62', CHORD= N17°26'57"E 185.24', THENCE ALONG THE ARC OF SAID CURVE 185.84 FEET TO THE PT; THENCE N09°29'59"E ALONG SAID RIGHT-OF-WAY LINE 87.92 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND RUNNING S80°51'43"E 845.16 FEET TO THE

8-7-27-8

8-7-27-9B
 BEGINNING AT A POINT S 01°11'50" W 2705.71 FT & N 77°08'34" W 978.68 FT & N 00°00'00" E 113.48 FT FROM THE NE CORNER OF SECTION 27, TOWNSHIP 38 SOUTH, RANGE 7 WEST, SLB&M RUN TH S 80°16'32" W 311.43 FT; TH N 55°56'28" W 3.39 FT; TH N 00°23'33" E 27.57 FT TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA = 36°04'57", RADIUS = 100.00; CHORD = N 18°26'01" E 61.94; TH ALG THE ARC OF SAID CURVE 62.98 FT TO THE PT; TH N 36°28'30" E 205.55 FT TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA = 55°09'18", RADIUS = 75.00, CHORD = N 64°03'09" E 69.44, TH ALG THE ARC OF SAID CURVE 72.20 FT TO THE PT; TH S 88°22'12" E 45.41 FT TO THE PC OF A CURVE TO THE RIGHT, CURVE

ALSO SUBJECT TO & TOGETHER WITH, 40.00 FT R/W EASEMENT;
 BEG AT A PT N 69°42'20" W 974.77 FT FROM THE E 1/4 COR OF SEC 27 T38S R7W, SLB&M, RUN TH S80°16'32" W 40.47 FT; TH N 18°27'27" W 17.27 FT TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA = 24°20'44", RADIUS = 690.00 FT, CHORD = N 06°17'05" W 290.99 FT, TH ALG THE ARC OF SAID CURVE 293.19 FT TO THE PT; TH N 05°53'17" E 65.35 FT; TH S 41°44'14" W 221.55 FT; TH S 26°32'54" W 288.30 FT; TH N 55°56'28" W 40.35 FT; TH N 26°32'54" E 288.36 FT; TH N 41°44'14" E 282.24 FT; TH N 05°53'17" E 241.22 FT; TH N 47°44'47" W 191.86 FT; TH N 36°30'49" W 361.63 FT TO A PT ON THE ELY R/W OF SWAINS CREEK RD & A PT ON A NON-TANGENT CURVE TO THE LEFT, NELY, CURVE DATA: DELTA = 03°57'19", RADIUS = 669.62; CHORD = N 23°25'19" E 46.22 FT, TH ALG THE ARC OF SAID CURVE & R/W 46.23 FT; TH DEPARTING SAID CURVE & R/W & RUN S 36°30'49" E 380.85 FT; TH S 47°44'47" E 208.15 FT; TH S 05°53'17" W 395.09 FT TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA = 24°20'44", RADIUS = 650.00 FT, CHORD = S 06°17'05" E 274.12 FT, TH ALG THE ARC OF SAID CURVE 276.19 FT TO THE PT; TH S 18°27'27" E 23.41 FT TO THE PT OF BEG.

EXCLUDING PARCEL 8-7-27-1C (TELECOMMUNICATION EQUIPMENT).

8-7-27-9A
 BEGINNING AT A POINT S 01°11'50" W 1935.73 FT & N 90°00'00" W 993.84 FT FROM NE CORNER OF SECTION 27, TOWNSHIP 38 SOUTH, RANGE 7 WEST, SLB&M, RUN TH S 05°53'17" W 141.38 FT TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA = 85°44'31", RADIUS = 20.00; CHORD = S 48°45'32" W 27.21; TH ALG THE ARC OF SAID CURVE 29.93 FT TO THE PT; TH N 88°22'12" W 45.37 FT TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA = 55°09'18", RADIUS = 125.00; CHORD = S 64°03'09" W 115.74, TH ALG THE ARC OF SAID CURVE 120.33 FT TO THE PT; TH S 36°28'30" W 11.23 FT TH N 26°32'54" E 7.10 FT TH N 41°44'14" E 282.24 FT TO THE PT OF BEG & CONT 0.23 AC.

RADIUS=690.00; CHORD=N06°17'05" W 290.99; THENCE ALONG THE ARC OF SAID CURVE 293.19 FEET TO THE PT; THENCE N05°53'17" E 65.35 FEET; THENCE S41°44'44" W 221.55 FEET; THENCE S26°32'54" W 288.30 FEET; THENCE N55°56'28" W 40.35 FEET; THENCE N26°32'54" E 288.36 FEET; THENCE N41°44'14" E 282.24 FEET; THENCE N05°53'17" E 241.22 FEET; THENCE N47°44'47" W 191.86 FEET; THENCE N36°30'49" W 361.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SWAINS CREEK ROAD AND A POINT ON A NON-TANGENT CURVE TO THE LEFT, NORTHEASTERLY, CURVE DATA: DELTA=03°57'19", RADIUS= 669.62; CHORD=N23°25'19" E 46.22; THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 46.23 FEET; THENCE DEPARTING SAID CURVE AND RIGHT-OF-WAY AND RUNNING S36°30'49" E 380.85 FEET; THENCE S47°44'47" E 208.15 FEET; THENCE S05° 53'17" W 395.09 FEET TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA= 24°20'44", RADIUS= 650.00; CHORD=S06°17'05" E 274.12; THENCE ALONG THE ARC OF SAID CURVE 276.19 FEET TO THE PT; THENCE S18°27'27" E 23.41 FEET TO THE POINT OF BEGINNING.

DATA: DELTA = 86°21'58", RADIUS = 20.00', CHORD = S 45°11'13" E 27.37', TH ALG THE ARC OF SAID CURVE 30.15 FT TO THE PT OF RECURRE, CURVE TO THE LEFT, CURVE DATA: DELTA = 16°27'13", RADIUS = 690.00', CHORD = S 10°13'50" E 197.47', TH ALG THE ARC OF SAID CURVE 198.15 FT TO THE PT; TH S 18°27'27" E 17.27 FT TO THE PT OF BEG & CONT 1.26 AC.

ALSO SUBJECT TO & TOGETHER WITH, A 40.00 FT R/W EASEMENT:
BEG AT A PT N 69°42'20" W 974.77 FT FROM THE E 1/4 COR OF SEC 27 T38S R7W, SLB&M, RUN TH S 80°16'32" W 40.47 FT; TH N 18°27'27" W 17.27 FT TO THE PC OF A CURVE TO THE RIGHT, CURVE DATA: DELTA = 24°20'44", RADIUS = 690.00 FT, CHORD = N 06°17'05" W 290.99 FT, TH ALG THE ARC OF SAID CURVE 293.19 FT TO THE PT; TH N 05°53'17" E 65.35 FT; TH S 41°44'14" W 221.55 FT; TH S 26°32'54" W 288.30 FT; TH N 55°56'28" W 40.35 FT; TH N 26°32'54" E 288.36 FT; TH N 41°44'14" E 282.24 FT; TH N 05°53'17" E 241.22 FT; TH N 47°44'47" W 191.86 FT; TH N 36°30'49" W 361.63 FT TO A PT ON THE ELY R/W OF SWAINS CREEK RD & A PT ON A NON-TANGENT CURVE TO THE LEFT, NEELY, CURVE DATA: DELTA = 03°57'19", RADIUS = 669.62 FT, CHORD = N 23°25'19" E 46.22 FT, TH ALG THE ARC OF SAID CURVE & R/W 46.23 FT; TH DEPARTING SAID CURVE & R/W & RUN S 36°30'49" E 380.85 FT; TH S 47°44'47" E 208.15 FT; TH S 05°53'17" W 395.09 FT TO THE PC OF A CURVE TO THE LEFT, CURVE DATA: DELTA = 24°20'44", RADIUS = 650.00 FT, CHORD = S 06°17'05" E 274.12 FT, TH ALG THE ARC OF SAID CURVE 276.19 FT TO THE PT; TH S 18°27'27" E 23.41 FT TO THE PT OF BEG.

318-1

All of Lot One (1), SWAINS CREEK HEIGHTS, PHASE 1 according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

318-2

All of Lot Two (2), SWAINS CREEK HEIGHTS, PHASE 1 according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

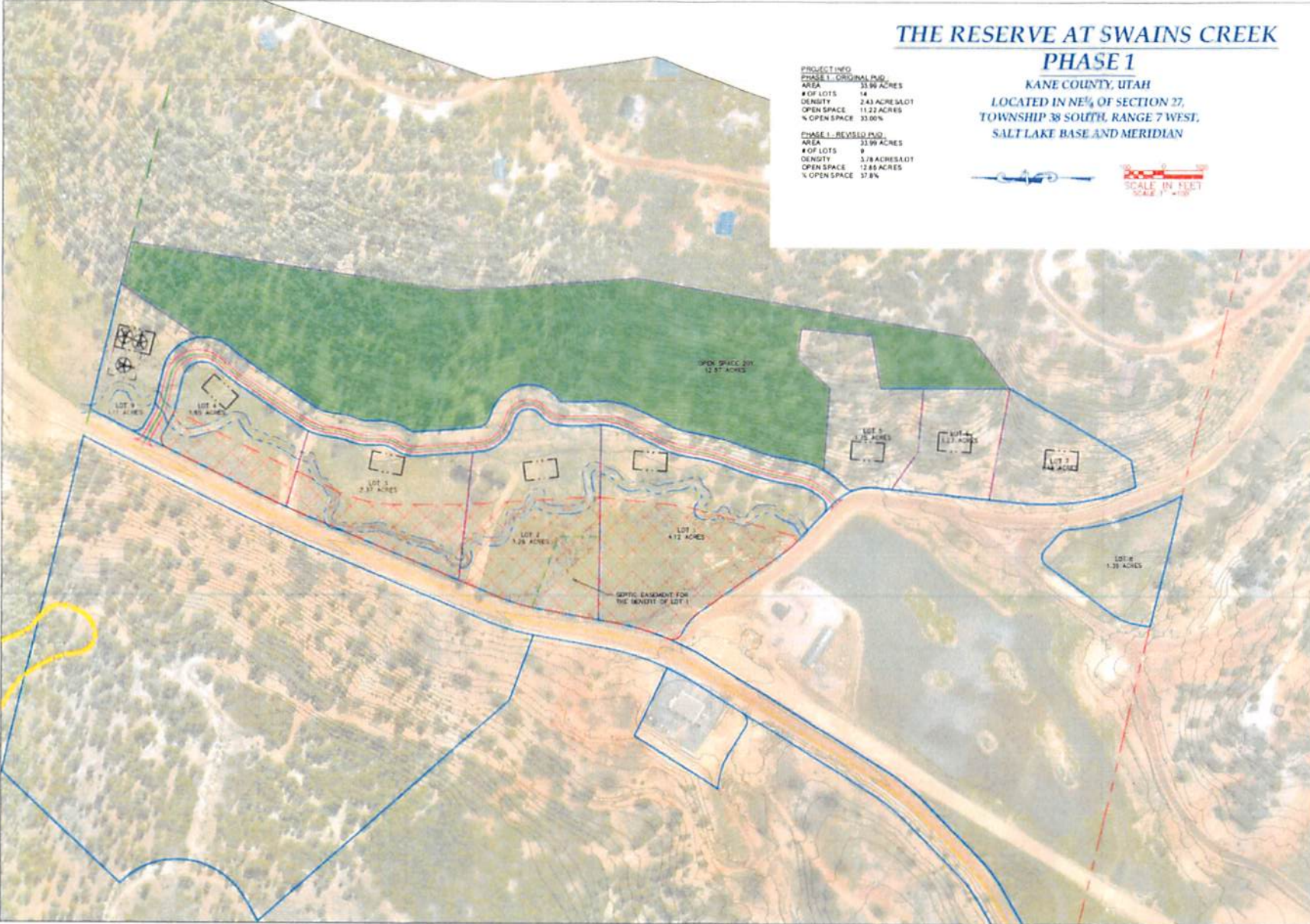
318-3

All of Lot Three (3), SWAINS CREEK HEIGHTS, PHASE 1 according to the Official Plat thereof, on file in the Office of the Recorder of Kane County, State of Utah.

EXHIBIT B

PHASE 1

AMENDED PRELIMINARY CONCEPT PLAN



THE RESERVE AT SWAINS CREEK PHASE 1

KANE COUNTY, UTAH
LOCATED IN NE¼ OF SECTION 27,
TOWNSHIP 38 SOUTH, RANGE 7 WEST,
SALT LAKE BASE AND MERIDIAN

PROJECT INFO
PHASE 1 - ORIGINAL PWD
 AREA 31.94 ACRES
 # OF LOTS 14
 DENSITY 2.43 ACRES/LOT
 OPEN SPACE 11.22 ACRES
 % OPEN SPACE 35.00%
PHASE 1 - REVISION PWD
 AREA 31.99 ACRES
 # OF LOTS 9
 DENSITY 3.78 ACRES/LOT
 OPEN SPACE 12.88 ACRES
 % OPEN SPACE 37.8%



Building on Solid Foundations
 450 E. 300 SOUTH
 KANAB, UTAH 84741
 435-644-2031
 www.ironrockeng.com

THE RESERVE AT SWAINS CREEK
 PHASE 1 - MASTER PLAN
 SWAINS CREEK VALLEY
 KANE COUNTY, UTAH

REVISION	DATE	DESCRIPTION
1	7/20/2025	SITE REVISION 1
2	8/15/2025	SITE REVISION 2

DRAWN BY TWA
 SCALE: 1" = 100'
 SHEET

PH1-01



DRAFT STAFF REPORT

DATE: 8/28/25

PROJECT: An application for an Amendment to the Reserve at Swains Planned Unit Development Agreement and Sketch Plan have been submitted, on behalf of BIDR LLC, for the proposed Reserve at Swains Creek Planned Unit Development, for parcels 8-7-27-1, 8-7-27-2, 8-7-27-6, 8-7-27-8, 8-7-27-9, 8-7-27-9A, 8-7-27-9B, 318-1, 318-2, and 318-3, containing 202.49 acres. The project was submitted by Iron Rock Engineering Group (holding power of attorney). The original development agreement was approved by the P&Z and Commissioners previously in October 25, 2022. The amendment is decreasing lots and vacating Swains Creek Heights Subdivision.

The reason for the Development Agreement and General Sketch Plan is to amend the number of lots to a lower density and different lot lines.

FINDINGS: The Reserve at Swains Creek PUD Development Agreement application conforms to the standards in the Kane County Land Use Ordinance and may be heard by the Land Use Authority. If approved, the application conforms in all material respects with the Kane County Land Use Ordinance and relevant state law. The Reserve at Swains Creek will still need to submit a complete application for a subdivision. The zoning entitlements will remain the same as was approved in 2022 with the complete application process for the Planned Unit Development. Proposed zoning for the Reserve at Swains Creek Planned Unit Development through Ordinance 2022-21, General Site Plan and the original Development Agreement conforms to the standards in the Kane County Land Use Ordinance, as does the development agreement amendment, (KCLUO) 9-20-1-7 and 9-21-A-I, and Utah Code Sections §17-27a-201, 202, 206, 208 and §17-27a-608, 609.

Relevant Laws: (this list is not exhaustive of all laws that govern this development)

KCLUO 9-1-7 DEVELOPMENT AGREEMENT: A binding contract between the County and the applicant shall contain those terms and conditions agreed to by the County and the applicant. The Land Use Authority Administrator, the Land Use Authority Commission and/or the Kane County Commission are authorized to negotiate for the County. **Final approval of the agreement is by the Kane County Commission.**

PLANNED UNIT DEVELOPMENT: Development which may consist of integrated zones designed to allow residential, multi-residential, commercial, manufacturing uses in a combination allowing flexibility and initiative in site and building design and location.

SITE PLAN: A schematic, scaled drawing of a building lot or location which indicates, as may be required by this title, the placement and location of yards, property lines, setbacks, adjacent parcels, utilities, topography, waterways, irrigation, drainage, landscaping, parking areas, driveways, buildings, trash containers, open storage, streets, sidewalks, curbs, gutters, signs, lighting, fences and other features of existing or proposed construction or land use.

SKETCH PLAN: Generalized layout of a proposed subdivision with accompanying general proposals and intentions of the subdivider and relating the proposed subdivision to its area, to public facilities and services and to special problems that may arise in the development of a subdivision.

KCLUO: 9-20-1: PURPOSE: A "planned unit development", as defined herein, is a distinct category of conditional use. As such, it is intended to encourage the efficient use of land and resources, greater efficiency in public and utility services, preservation of open space, use of alternative transportation and innovation in the planning process for all types of development. The PUD "overlay" permits variation from standard lot configuration patterns in order to reduce disturbance of sensitive lands, promote land use compatibility and facilitate creative site planning.

9-20-2: PLANNED UNIT DEVELOPMENT PERMIT: Planned unit developments may be approved by the Kane County Land Use Authority in residential zones and commercial zones. (Note: Commercial zone densities in a planned unit development will be determined by the tier densities, overlay zone and/or annexation policy plan densities.) Overall density shall coincide with the density of the existing zone. Compliance with the regulations of this title in no way excuses the developer from the applicable requirements of the subdivision ordinance or the Kane County Design Standards for Construction; except as modifications thereof are specifically authorized in the approval of the application for the planned unit development. No exceptions shall be approved that are less restrictive than applicable state and local ordinances or regulations. An applicant shall secure and follow the provisions outlined in the Land Use Authority's procedures for a planned unit development. (Ord. O-2018-1, 1-12-2018)

9-20-3: REQUIRED CONDITIONS:

- A. No planned unit development shall have an area less than that approved by the Land Use Authority as adequate for the proposed development.
- B. Application for the development shall be filed by the sole owner or jointly filed by all owners of the property.
- C. The Land Use Authority shall require such arrangement of structures and open spaces within the site development plan deemed as necessary to minimize impact on adjacent properties.

1. Dwelling unit and land use density;
 2. Where feasible, lowest height and least density of buildings and uses shall be arranged around the boundaries of the development;
 3. Width, yard, height, and overall density and coverage regulations shall be in accordance with the underlying zone;
 4. Promote a clustering development pattern in the interest of preserving rural character.
- D. Twenty percent (20%) of the developable land within the PUD shall be preserved as open space for the benefit of residents of the development and the community.
- E. Preservation, maintenance and ownership of required open spaces within the development shall be accomplished by:
1. Dedication of the land as public park or parkway system in perpetuity; or
 2. Granting to the County Commission a permanent, open space easement on and over the said private open spaces to guarantee that the open spaces remain perpetually in recreational uses, with ownership and maintenance being the responsibility of an owners' association established with articles of association and bylaws which are satisfactory to the commission; or
 3. Complying with the provisions of the condominium ownership act 1, which provides for the payment of common expenses for the upkeep of the common areas and facilities.
 4. Such dedication and/or restriction must be permanent and not for a period of years.
- F. Landscaping, fencing and screening related to the several uses within the site and as a means of integrating the proposed development into its surroundings shall be planned and presented to the land use authority for approval, together with other required plans for the development.
- G. The size, location, design and nature of signs, if any, and the intensity and direction of area floodlighting shall be detailed in the application.
- H. A grading and drainage plan detailing geologic and flood hazards shall be submitted to the land use authority administrator with the application. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

9-20-4: GENERAL SITE PLAN:

Applications shall be accompanied by a general site plan showing where pertinent:

- A. The use or uses of the land, dimensions, sketch elevations and locations of all proposed structures, including percentages of the land devoted to the projected use, such as building coverage, parking area, landscaped area, etc.
- B. Dimensions, percentages and locations of areas to be reserved and developed for various types of land use such as vehicular and pedestrian circulation, parking, public uses such as schools and playgrounds, landscaping and other open spaces.
- C. Architectural drawings and sketches outlining the general design and character of the proposed uses and the physical relationship of the uses.

D. The text material shall set forth planning objectives to be accomplished through the development of the project.

E. The density in terms of dwelling units per gross acre of land shall be indicated.

F. A phasing plan, if the development is proposed to be developed in phases, shall be submitted.

G. Topography at contour intervals of two feet (2') shall be submitted unless waived by the planning staff.

H. A landscape plan showing the general location of landscaped areas shall be submitted (this may be a part of the site or plot plan). (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

9-20-5: REVIEW BY LAND USE AUTHORITY:

In order that it may approve a planned unit development, the land use authority shall have authority to require the following conditions be met by the applicant:

A. That the proponents of the planned unit development have demonstrated to the satisfaction of the land use authority that they are financially able to carry out the proposed project.

B. That the proponents intend to start construction within one year of the approval of the project and apply for any necessary zoning change, and intend to complete the construction, or approved phase thereof, within two (2) years from the date construction begins. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

9-20-6: SCOPE OF LAND USE AUTHORITY ACTION:

In carrying out the intent of this chapter the land use authority shall consider the following principles:

A. A certified surveyor or engineer licensed in the state shall be used to survey all properties for the planned unit development.

B. It is the intent of this section that the control exercised by the Kane County land use authority be the minimum necessary to achieve the purpose of this chapter.

C. The land use authority may approve or disapprove an application for a planned unit development. In an approval, the land use authority may attach such conditions as it may deem necessary to secure compliance with this section. The denial of an application for a planned unit development by the land use authority may be appealed to the appeal authority. Appeal must be filed within thirty (30) days of receipt of written reason for denial. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

9-20-7: CONSTRUCTION LIMITATIONS:

A. Upon approval of a planned unit development, construction shall proceed only in accordance with the plans and specifications approved by the land use authority and in conformity with any conditions attached by the county commission to its approval.

B. Amendments to approved plans and specifications for a planned unit development shall be obtained only by following procedures for a planned unit development.

C. No permit shall be issued for any proposed building, structure or use within the project unless such building, structure or use is in accordance with the approved development plan and with any conditions imposed in conjunction with its approval. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

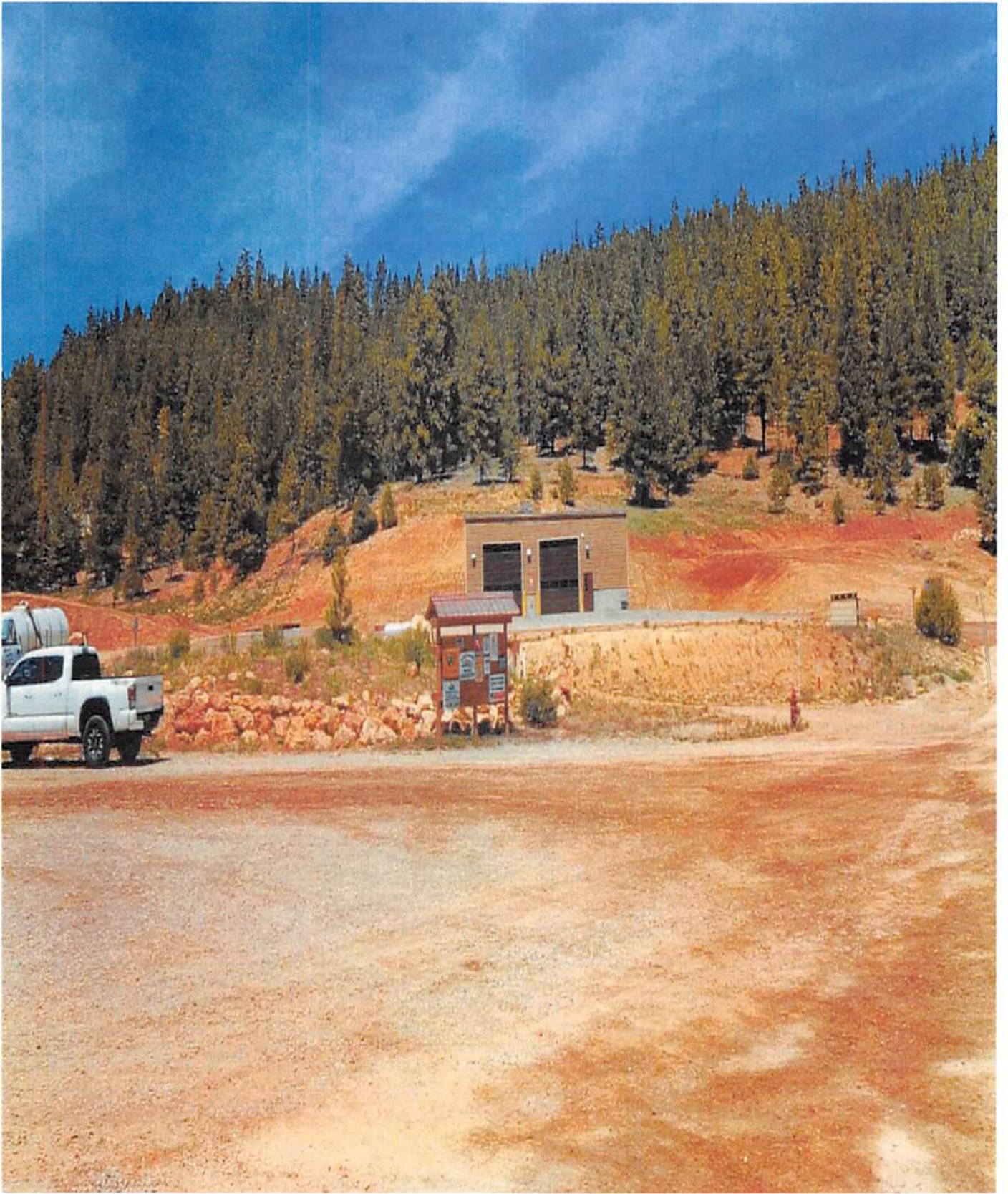
STAFF DETERMINATIONS: The applicant has complied with the procedural requirements of Utah State law and Kane County Code. With the conditions as set forth below, staff recommends approval of the amended development agreement. Kane County Alternate Engineer, Steve Sulu, Civil Science, has reviewed the amended DA and recommends approval. The amendments do not affect or increase any uses or lots.

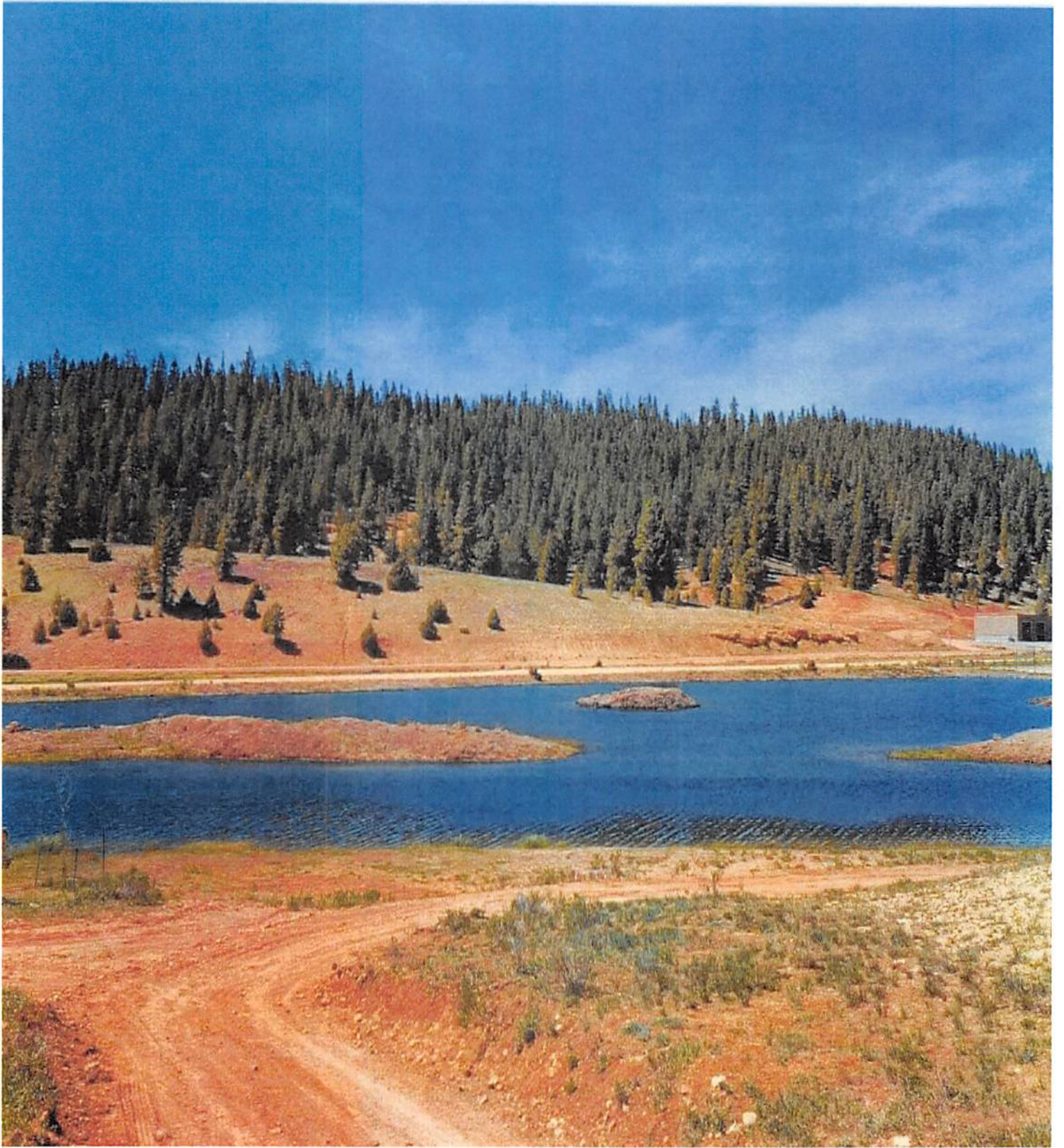
CONDITIONS:

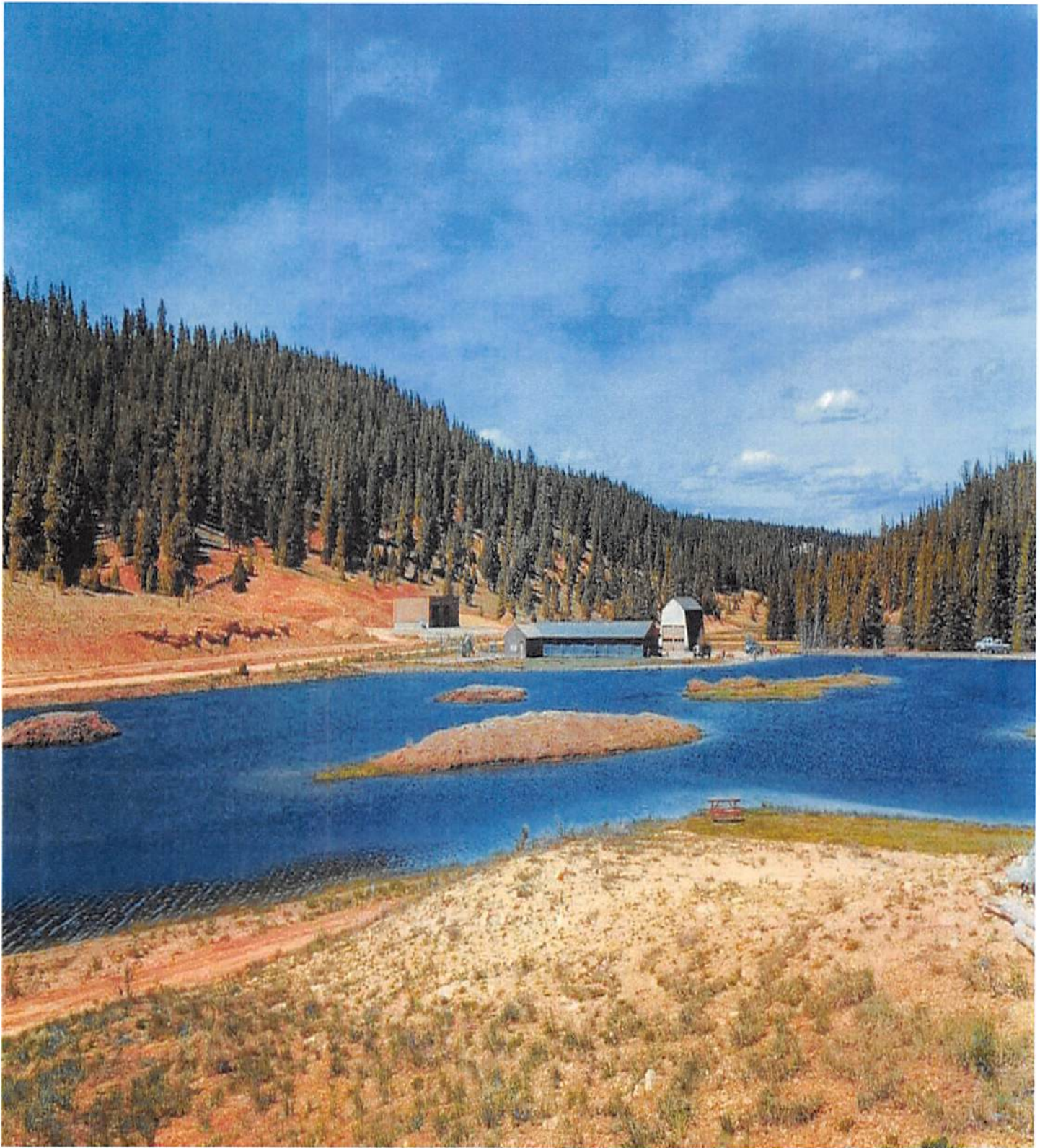
1. Any development or disturbance of wetlands shall be reviewed and approved by the Utah Department of Environmental Quality before preliminary plat can be submitted.
2. A traffic study shall be completed to address traffic impacts to county roads and the state highway. Applicant shall comply with all mitigation required by the traffic study.
3. No structure may be constructed on land with a 40% or greater slope. No land having a slope greater than 10% may be graded, excavated, filled or otherwise modified without first submitting a geological report and approval by the Kane County Engineer and Kane County Land Use Administrator.
4. Applicant shall designate 20% of developable land as Open Space and shall memorialize the dedication of open space using a mechanism as set forth in KCC 9-20-3(D). No land with a slope greater than 40% may be counted towards the open space requirement. The final calculation of Open Space and mechanism for dedication of Open Space shall be approved by the Kane County Engineer and Kane County Land Use Administrator.

MOTION: I move to **recommend approval/denial to the Kane County Commissioners** of the amendment to the Development Agreement for the Reserve at Swains Creek Planned Unit Development along with the sketch/site plan, based on the findings documented in the staff report.

THANK YOU.







Parcel Number 318-2
 Tax District 15 - CEDAR MTN SSD
 Acres 0.0
 Situs Address SWAINS CREEK RD
 Legal ALL OF LOT 2 SWAINS CREEK HEIGHTS PHASE 1
 Child Accounts
 Child Parcels
 Parent Accounts 0110635
 Parent Parcels 6-7-27-7

Name BIDR LLC
 4455 WAGON TRAIL AVE
 LAS VEGAS, NV 89118

Market (2021) \$128.5
 Taxable \$128.5
 Tax Area: 15 Tax Rate: 0.008939

Type	Actual	Assessed	Acres
NON-PRIMARY LAND	\$128.500	\$128.500	0.0

Transfers

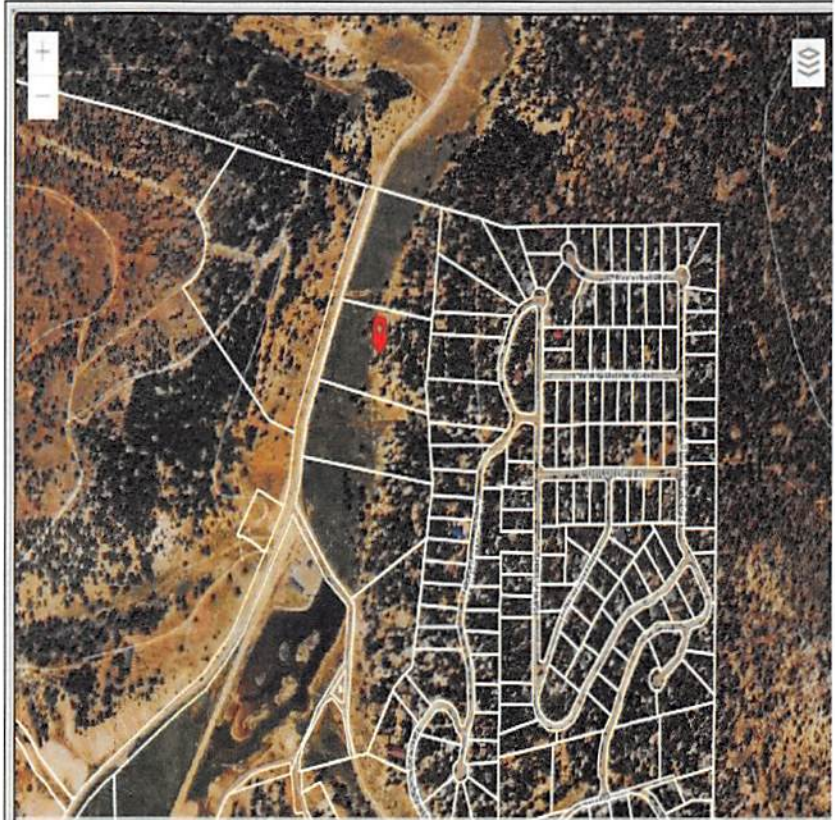
Recording Date	Book	Page	Doc Description
03/09/2021 04:17:38 PM	0563	0108	Warranty Deed
07/23/2020 08:04:08 AM	0534	0272	Correction Warranty Deed
07/19/2020 03:46:08 PM	0533	0709	Subdivision Map
06/04/2019 04:35:47 PM	0517	0046	Warranty Deed
08/01/2019 03:29:00 PM	0515	0280	Special Warranty Deed
08/01/2019 03:29:00 PM	0515	0285	Special Warranty Deed
06/21/2008 01:05:16 PM	0349	0335	Special Warranty Deed
08/23/2008 01:30:00 PM	W8	454	Water Assgn & Bill of Sale

Tax

Images

Tax Year	Taxes
2021	\$1,130.78
2020	\$0.00

[Photo](#) [GIS](#) [Map](#)





ITEM # 7

Ordinance 2025-26 an Ordinance Revising Kane County
Land Use Ordinance Chapter 20, Planned Unit
Development, Sections 2, 3, 11 and 12; Including
Changes to the Procedural Process When Applying for a
Planned Unit Development

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: September 16, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-26 Chapter 20 - Planned Unit Development

Public Hearing: No

Description: An Ordinance revising Kane County Land Use Ordinance Chapter 20, Planned Unit Development, sections 2, 3, 11 and 12; including changes to the procedural process when applying for a planned unit development.

P&Z voted Unanimously to recommend approval of O-2025-26

Attachments: O-2025-26

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O 2025-26

**AN ORDINANCE REVISING KANE COUNTY LAND USE ORDINANCE
CHAPTER 20 PLANNED UNIT DEVELOPMENT REVISING SECTIONS 2, 3, 11
AND 12**

WHEREAS, after a duly noticed public hearing, the Kane County Planning Commission recommended changes to Chapter 20 Planned Unit Development in Sections 2, 3, 11 and 12 of the Kane County Land Use Ordinance; and

WHEREAS, the Kane County Planning Commission recommends deleting the terms Planning Commission and Commission for approval on plat processes and changing the updated name to Kane County Construction Design Standards; and

WHEREAS, the Kane County Planning Commission recommends removing Planning Commission and Commission and inserting Administrative Land Use Authority for PUD preliminary and final plats in Chapter 20; and

WHEREAS, the Kane County Board of Commissioners desires to implement the recommendations of the Planning Commission and amend the Kane County Land Use Ordinance Planned Unit Development sections with the additional changes and other modifications; and

WHEREAS, the Kane County Commission desires to stay in compliance with Utah State Code regulations in particular with Utah Code §17-27a-600 Subdivisions 607 and 609.5; and

WHEREAS, the authority for this ordinance is found in Utah Code §17-27a-101 et. al., and §17-27a- Part 6 Subdivisions 607 and 609.5; and

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

Section 1. Ordinance Amendment.

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

//

9-20-2: PLANNED UNIT DEVELOPMENT PROCESS:

- A. Planned unit development zone changes may be approved by the Kane County Land Use Authority in PUD overlay zones. An application for a PUD overlay zone change to develop property under the provisions of this article shall be filed for a zone change on the standard PUD zone change form provided by the County. ~~A Planned Unit Development application shall be filed in conjunction with the zone change application.~~ The zones are Planned Unit Development Residential 1, 2, and 5, Planned Unit Development Light Commercial, Commercial 1 and 2 and Planned Unit Development Multi-Residential. The overall density shall coincide with the density of the existing zone. At the time of the zone change application a conceptual development site plan shall be submitted with the zone change request. Compliance with the regulations of this title in no way excuses the developer from the applicable requirements of the subdivision ordinance or the Kane County ~~Standard Specifications and Drawing Details for Design and Construction~~ Design Standards; except as modifications thereof are specifically authorized in the approval of the application for the planned unit development. No exceptions shall be approved that are less restrictive than applicable State and local ordinances or regulations. An applicant shall secure and follow the provisions outlined in the Land Use Authority's procedures for a planned unit development zone change.

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

- A. Application for a PUD Zone Change: Any person desiring to develop property under the provisions of this article shall first file an application for a PUD overlay zone change on the standard form provided by the County. ~~A Planned Unit Development application shall be filed in conjunction with the zone change application.~~

9-20-11: SCOPE OF LAND USE AUTHORITY ACTION:

In carrying out the intent of this chapter the land use authority shall consider the following principles:

B. The land use authority may approve or disapprove an application for a planned unit development zone change. In an approval, the land use authority may attach such conditions as it may deem necessary to secure compliance with this section. ~~The denial of an application for a planned unit development zone change by the land use authority may be appealed to the appeal authority. Appeal must be filed within thirty (30) days of receipt of written reason for denial.~~

D. Preliminary and Final Subdivision Plat: A preliminary and final subdivision plat as described in the Subdivision Ordinance in effect at the time of application shall be submitted for a recommendation of approval or disapproval to the Administrative Land Use Authority Planning Commission, ~~who shall forward their recommendation to the County Commission for final plat approval as outlined elsewhere in this title.~~ (Ord. 2013-5, 8-12-2013, eff. 8-27-2013; amd. Ord. O-2022-41, 7-26-2022)

//

Section 2. Severability.

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

Section 3. Effective Date

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

Section 4. Publication and Notice.

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

End of Ordinance.

ADOPTED this 16th day of September, 2025.

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Celeste Meyeres, Chair
Board of Commissioners
Kane County

Commissioner Brown voted _____
Commissioner Meyeres voted _____
Commissioner Kubeja voted _____

ITEM # 8

Ordinance 2025-27 an Ordinance Revising
Kane County Land Use Ordinance Chapter 22,
Performance Standards and Adding Road
Policy Standards to this Section

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: September 16, 2025

Dept. / Business Name: Land Use

Topic/Re: Ordinance 2025-27 Chapter 22 – Adding Road Standards to the KCLUO

Public Hearing: No

Description: An Ordinance revising Kane County Land Use Ordinance Chapter 22, Performance Standards and adding Road Policy Standards to this section.

P&Z voted unanimously to recommend keeping the Performance Standards updates but removing the Road Policy Standards from this section.

Attachments: O-2025-27

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes: Bert Harris recommended the Road Policy Standards remain under the Roads Department.

KANE COUNTY ORDINANCE NO. O 2025-27

**AN ORDINANCE REVISING KANE COUNTY LAND USE ORDINANCE
CHAPTER 22 PERFORMANCE STANDARDS AND ADDING ROAD POLICY
STANDARDS**

WHEREAS, after a duly noticed public hearing, the Kane County Planning Commission recommended changes to Chapter 22 *Performance Standards* adding in the road maintenance policy for Kane County in the Kane County Land Use Ordinance; and

WHEREAS, the Kane County Planning Commission recommends deleting the outdated term *Standard Specifications and Drawing Details for Design and Construction* to read *Construction Design Standards*; and

WHEREAS, the Kane County Board of Commissioners desires to implement the recommendations of the Planning Commission and amend the Kane County Land Use Ordinance *Chapter 22 Performance Standards* with the additional changes and other modifications; and

WHEREAS, the Kane County Commission desires to encourage public knowledge of the adopted road maintenance policy; and

WHEREAS, the authority for this ordinance is found in Utah Code §17-27a-101 et seq., and §17-27a- Part 6 Subdivisions 607;

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

Section 1. Ordinance Amendment.

Kane County Code Title 9 Chapter 22 *Performance Standards* in Kane County Land Use Ordinance is amended to read as follows. Additions to the ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

//

**CHAPTER 22
PERFORMANCE STANDARDS AND ROAD MAINTANANCE
STANDARDS**

(Add these sections)

SECTION:

9-22-5: Road Maintenance Policy Overview

9-22-6: Road Maintenance and Repairs

9-22-7: Prioritization of Road Maintenance and Repairs

9-22-8: Table of Kane County Class B Roads

9-22-9: Drainage Policy

9-22-10: Collaboration with Homeowners Associations (HOAs), Special Service Districts and Local Entities

9-22-11: Personal Improvements and County Right of Way

9-22-3: PERFORMANCE STANDARDS PROCEDURE:

The Zoning and/or Land Use Administrator or County Engineer may require performance standards review for compliance of any use in any zone when there is reason to believe that such use or the manner of its operation will not or may not conform to the performance standards adopted by Kane County, to include, but not limited to, "Kane County Standard Specifications and Drawing Details for Design and Construction Design Standards", Federal, State and local EPA standards, ICC Codes, etc. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013; amd. Ord. O-2022-07, 2-22-2022)

9-22-4: COMMERCIAL PERFORMANCE STANDARDS AND PROCEDURES:

A. All commercial developments shall comply with the Kane County Standard Specifications and Drawing Details for Design and Construction Design Standards for Roads.

//

(Insert the entire section into Chapter 22)

9-22-5: ROAD MAINTENANCE POLICY OVERVIEW:

- A. Kane County provides a more basic level of road services than those typically associated with municipal governments. While municipalities often manage local road networks with a focus on highly specific and frequent services, Kane County's role is focused on maintaining its primary road infrastructure, with an emphasis on roads classified as Class B roads.
- B. The County's top priority is to maintain Class B roads to meet state standards for safety, accessibility, and functionality. These roads are critical for the movement of goods, emergency services, daily commuters, and their condition has a direct impact on public safety and the economic vitality of the County. In this context, Kane County recognizes the

importance of cost-effective, long-term road maintenance solutions which balance available resources.

- C. Kane County encourages local cooperation with Homeowners Associations (HOAs), Special Service Districts and other local entities, and strives to maintain clear guidelines for maintaining roads and addressing issues such as drainage, safety, and infrastructure needs.

9-22-6: ROAD MAINTENANCE AND REPAIRS:

County roads will be maintained based on assessed needs, with priorities determined by the Kane County Roads Supervisor in consultation with relevant County departments and stakeholders.

- A. Determining Maintenance Needs: Road maintenance is carried out as needed, with inspections and assessments conducted regularly by the County's Roads Supervisor to determine road conditions and identify areas requiring repairs. Maintenance can include, but is not limited to, blading, resurfacing, patching, snow removal, and vegetation control along roadways.
- B. Emergency Repairs: In cases of unexpected damage (e.g., severe weather, accidents, or infrastructure failures), emergency repairs will be initiated as quickly as possible, based on severity and public safety concerns.
- C. Routine Maintenance Schedule: Routine maintenance will be scheduled and prioritized to ensure that roads remain safe, passable, and functional for the traveling public taking into account, funding, equipment availability and availability of road crew personnel.

9-22-7: PRIORITIZATION OF ROAD MAINTENANCE AND REPAIRS:

The County will prioritize road repairs and maintenance to ensure the safety, functionality, and accessibility of its road network.

- A. Priority Criteria: The priority for road maintenance and repairs will be determined based on:
1. Class of Road: Class B County roads will be prioritized to meet state standards of maintenance.
 2. Traffic Volume: Roads with relatively higher traffic volumes may be given higher priority for maintenance or repair.
 3. Safety Issues: Roads showing signs of deterioration that pose a safety risk will be prioritized for repair.

4. Condition Assessment: Roads with the most significant wear and tear, based on regular inspections, will be prioritized for repair or resurfacing.
 5. Weather and Seasonal Considerations: Road conditions affected by weather events will be addressed according to the severity and seasonality of the issue.
- B. Road Features (e.g., culverts, cattle guards) will be maintained on an as needed basis and will be prioritized secondary to class B road maintenance and emergency maintenance.
 - C. Class D Roads, and County Rights of Way will be repaired on an as needed basis to ensure that they are passable by off highway vehicles **as time, equipment and funding allow.**
 - D. Annual Review of Priorities: The County will review and update its road maintenance priorities on a not less than annual basis, ensuring that critical repairs are addressed and that the maintenance schedule aligns with available budget and resources.
 - E. Public Input: The County encourages input from residents, businesses, and other stakeholders regarding road conditions and potential maintenance needs.

Requests for road repairs can be submitted through email to roads@kane.utah.gov, and concerns will be evaluated based on the priority criteria.

9-22-8: Table of Kane County Class B Roads:

<u>Zion Road</u>	<u>Desert View Drive</u>	<u>Lakeside Drive</u>	<u>Ridge View Avenue</u>
<u>Zion Narrows Trailhead</u>	<u>Debonair Drive</u>	<u>Lake Drive</u>	<u>Ridge Drive</u>
<u>Yellow Creek Spur</u>	<u>Deadwood Court</u>	<u>Kosherm Way</u>	<u>Remington Road</u>
<u>Wyatt Earp Lane</u>	<u>Deadwood Avenue</u>	<u>Kodachrome State Park</u>	<u>Redwood Road</u>
<u>Woodchuck Road</u>	<u>Dead Horse Loop</u>	<u>Knoll Road</u>	<u>Red Knoll Road</u>
<u>Wing Drive</u>	<u>Dead horse Circle</u>	<u>Knoll Avenue</u>	<u>Red Hills Avenue</u>
<u>Wind Drive</u>	<u>Cutler Point Spring</u>	<u>Kitchen Corral Road</u>	<u>Red Cliffs Drive</u>
<u>Winchester Road</u>	<u>Cutler Point</u>	<u>Kim Circle</u>	<u>Rawhide Circle</u>
<u>Willis Creek Road</u>	<u>Crosby Canyon</u>	<u>Kenner Drive</u>	<u>Ranch Drive</u>
<u>Willis Creek Circle</u>	<u>Crimson Road</u>	<u>KCR# 1204</u>	<u>Quaking Aspen Drive</u>
<u>Wild Bill Hickok Lane</u>	<u>Crestwood Drive</u>	<u>Kanosh Way</u>	<u>Primrose Path</u>
<u>White Sands Loop</u>	<u>Crestline Avenue</u>	<u>Kaneplex Road</u>	<u>Prairie Circle</u>
<u>White Pine Road</u>	<u>Crest Court</u>	<u>Kaneplex Drive</u>	<u>Powerline Road</u>

<u>Whispering Pines Drive</u>	<u>Crescent Butte Trail</u>	<u>KANAB CANYON</u>	<u>Poverty Wash Road</u>
<u>West Ridge Drive</u>	<u>Cree Way</u>	<u>Kaibab Trail</u>	<u>Porcupine Drive</u>
<u>Wells Road</u>	<u>Coyote Canyon Way</u>	<u>Kaibab Circle</u>	<u>Porcupine Circle</u>
<u>Wapiti Drive</u>	<u>Cove Road</u>	<u>K8001</u>	<u>Ponderosa View Drive</u>
<u>Vista Avenue</u>	<u>Cottonwood Canyon</u>	<u>K7065</u>	<u>Ponderosa Drive</u>
<u>Valleycrest Drive</u>	<u>Corsair Drive</u>	<u>K7060</u>	<u>Plateau road</u>
<u>Valley View Drive</u>	<u>Corral Canyon Road</u>	<u>K4361</u>	<u>Piute Drive</u>
<u>Utes Way</u>	<u>Consumers Street</u>	<u>K4000</u>	<u>Piper Circle</u>
<u>Ute Lane</u>	<u>Conifer Circle</u>	<u>K3995</u>	<u>Pioneer Road</u>
<u>Upper Slickrock</u>	<u>Concorde Lane</u>	<u>K3900 Alton Coal Bypass</u>	<u>Pinon Drive</u>
<u>Upper Alton Road</u>	<u>Commerce Avenue</u>	<u>K3285</u>	<u>Pinon Circle</u>
<u>Uintah Flat Road</u>	<u>Comanche Drive</u>	<u>K3280</u>	<u>Pinetree Trail</u>
<u>Uintah Drive</u>	<u>Colt Road</u>	<u>K3207</u>	<u>Pinecrest Drive</u>
<u>Tule Circle</u>	<u>Coal Hill Gravel</u>	<u>K3205</u>	<u>Pine Ridge Drive</u>

<u>Troys Road</u>	<u>Cliff View Lane</u>	<u>K3200</u>	<u>Pine Loop</u>
<u>Tonto Trail</u>	<u>Clark Bench Road</u>	<u>K3075</u>	<u>Pine Knoll Loop</u>
<u>Tommy Water</u>	<u>Circle Drive</u>	<u>K3035</u>	<u>Pine Knoll Circle</u>
<u>Timber Mountain Spur</u>	<u>Church Drive</u>	<u>K2480</u>	<u>Pine Cliffs Drive</u>
<u>Timber Mountain</u>	<u>Christensen Road</u>	<u>K2435</u>	<u>Pine Circle</u>
<u>Timber Lane</u>	<u>CHIPPEWA DR</u>	<u>K2410</u>	<u>Petrified Hollow North</u>
<u>The Plains</u>	<u>Chipmunk Boulevard</u>	<u>K2375</u>	<u>Petrified Hollow East</u>
<u>Tenny Creek</u>	<u>Cherokee Lane</u>	<u>K1535</u>	<u>Petrified Hollow</u>
<u>Taxiway Drive</u>	<u>Cessna Street</u>	<u>K1175</u>	<u>Penny Lane</u>
<u>Swallow Park / Park Wash</u>	<u>Centurion Circle</u>	<u>Juniper Cliffs Drive</u>	<u>Pecos Drive</u>
<u>Swains View Trail</u>	<u>Cedar View Circle</u>	<u>Johnson Canyon</u>	<u>Paul Fulmer Drive</u>
<u>Swains Creek/ Orderville Gulch</u>	<u>Cedar Mountain Road</u>	<u>House Rock Valley</u>	<u>Paria Town Site Road</u>
<u>Sunset Drive</u>	<u>Cedar</u>	<u>Horse Flat Road</u>	<u>Paria Movie Loop Road</u>
<u>Sundance Kid Lane</u>	<u>Cascade Falls</u>	<u>Hopi Way</u>	<u>Paria Cemetery Road</u>
<u>Sunburst Lane</u>	<u>Canyon View Drive</u>	<u>Hole in the Wall Road</u>	<u>Paria Cemetery Loop Road</u>
<u>Summit Circle</u>	<u>Canyon Avenue</u>	<u>Hole In the Rock Road</u>	<u>Papoose Road</u>
<u>Sugar Pine Road</u>	<u>Butte Avenue</u>	<u>Hog Canyon Road</u>	<u>Panorama Avenue</u>
<u>Strawberrycreek Drive</u>	<u>Butch Cassidy Lane</u>	<u>Hidden Lane</u>	<u>Ourray Circle</u>
<u>Strawberry Point Road</u>	<u>Burr Circle</u>	<u>Henry Road</u>	<u>Old Highway 89 / The Seeps</u>

<u>Strawberry Knolls Circle</u>	<u>Bunting Ranch Road</u>	<u>Heavenly Drive</u>	<u>Old Highway 89 / Sands</u>
<u>Strawberry Creek Circle</u>	<u>Bugle Lane</u>	<u>Heaton Ranch Road</u>	<u>Ocho Lane</u>
<u>Stout Canyon</u>	<u>Bugle Drive</u>	<u>Havasuiapai Drive</u>	<u>Oak Canyon</u>
<u>Steep Drive</u>	<u>Buckskin Lane</u>	<u>Harris Springs Road</u>	<u>North Plains</u>
<u>Spruce Loop</u>	<u>Brycewoodlands</u> <u>No name</u>	<u>Harris Spring Road</u>	<u>North Fork Road</u>
<u>Spruce Drive</u>	<u>Bryce Woodland Drive</u>	<u>Harris Rim Road</u>	<u>North End Kaibab</u>
<u>Spring Drive</u>	<u>Bryce View Road</u>	<u>Harris Ranch Drive</u>	<u>No Name</u>
<u>Spotted Pony Trail</u>	<u>Bryce Circle</u>	<u>Harris Ranch Circle</u>	<u>Nipple Lake</u>
<u>South Plains</u>	<u>Bryce Canyon Way</u>	<u>HANCOCK ROAD</u>	<u>Nipple Canyon</u>
<u>South Mossberg Road</u>	<u>Browning Road</u>	<u>Gulfstream Drive</u>	<u>New Paria Subdivision</u>
<u>Smokey Mountain Road</u>	<u>Broad Hollow</u>	<u>Grassy Trail</u>	<u>Nephi Pasture Road</u>
<u>Smokey Hollow Road</u>	<u>Bristlecone Street</u>	<u>Grassy Circle</u>	<u>Navajo Loop</u>
<u>Smith and Wesson Loop</u>	<u>Brinkerhoff Ranch Road</u>	<u>Grandpas Road Tee</u>	<u>Navajo Lane</u>
<u>Sleepy Meadow Lane</u>	<u>Box Canyon Road</u>	<u>Grandpas Road</u>	<u>Muddy Canyon Road</u>
<u>Skyline View Drive</u>	<u>Boulder Bluff Boulevard</u>	<u>Grande Vermilion Avenue</u>	<u>Movie Ranch Road</u>
<u>Skyline Circle</u>	<u>Bonnie Green Drive</u>	<u>Grand View Drive</u>	<u>Mountain View Drive</u>

<u>Skutumpah Road</u>	<u>Bonanza Road</u>	<u>Grand Circle</u>	<u>Mossberg Road</u>
<u>Silvertip Lane</u>	<u>Bonanza Hill</u>	<u>Goshute Way</u>	<u>Moquie Court</u>
<u>SILVER SPURR TRAIL</u>	<u>Boeing Drive</u>	<u>Glendale Bench</u>	<u>Monument Road</u>
<u>Sidehill Drive</u>	<u>Bluebird Lane</u>	<u>George Mountain Road</u>	<u>Moccasin Lane</u>
<u>Shoshone Lane</u>	<u>Blackjack Drive</u>	<u>Front Avenue</u>	<u>Mirror Drive</u>
<u>Shivwitts Lane</u>	<u>Black Rock Road</u>	<u>Fourmile Canyon</u>	<u>Mineral</u>
<u>Shivwitts Court</u>	<u>Bills Place</u>	<u>Four Mile / Last Chance Road</u>	<u>Mill Creek</u>
<u>Sheep Creek</u>	<u>Big Timber Drive</u>	<u>Forest Drive</u>	<u>Merriam Circle</u>
<u>Seneca Court</u>	<u>Bettys Place</u>	<u>FoPaved Asphalttree Road</u>	<u>Meadow View Road</u>
<u>Seaman Wash Road</u>	<u>Beechcraft Drive</u>	<u>Flintlock Circle</u>	<u>Meadow View Lane</u>
<u>Seaman Spring Road</u>	<u>Bear country Road</u>	<u>Five Mile Mountain Road</u>	<u>Meadow Ranch Drive</u>
<u>Savage Circle</u>	<u>Batt Masterson Road</u>	<u>Ferry Swale</u>	<u>Meadow Lane</u>
<u>Sandy Ridge Road</u>	<u>Bald Knoll Road</u>	<u>Fawn Circle</u>	<u>Meadow Canyon</u>
<u>Sand Dunes Road</u>	<u>Bach Drive</u>	<u>Evergreen Drive</u>	<u>Marlin Circle</u>
<u>Runway Drive</u>	<u>Aspen Road</u>	<u>Evergreen Circle</u>	<u>Marjay Trail</u>
<u>Ruger Lane</u>	<u>Aspen Drive</u>	<u>Empty Saddle Road</u>	<u>Manzanita Court</u>
<u>Royal Drive</u>	<u>Ash</u>	<u>Elk Ridge Estates</u>	<u>Manitobin Trail</u>
<u>Round Valley</u>	<u>Arrowhead Trail</u>	<u>Elk Ridge Drive</u>	<u>Magma Circle</u>
<u>Roosevelt Lane</u>	<u>Arapahoe Drive</u>	<u>ELK MEADOWS DRIVE</u>	<u>Lydias Canyon</u>
<u>Rockchuck Road</u>	<u>Appaloosa Drive</u>	<u>Elephant Cove Road</u>	<u>Lost Creek Road</u>
<u>Rock Springs Bench Roads</u>	<u>Apollo Trail</u>	<u>Eight Mile Gap</u>	<u>Long Canyon</u>
<u>Rock Ledge Lane</u>	<u>Apache Trail</u>	<u>Duck Creek Ridge Road</u>	<u>Lone Rock Road</u>

<u>Rock Ledge Drive</u>	<u>Antelope Trail</u>	<u>Dry Valley Road</u>	<u>Lodgepole Circle</u>
<u>Robbers Roost Road</u>	<u>Alton South Fields</u>	<u>Dry Farm Road</u>	<u>Lion Head Way</u>
<u>Roadrunner Circle</u>	<u>Alton Road</u>	<u>Douglas Trail</u>	<u>Lion Head Circle</u>
<u>Rim Road</u>	<u>Airport Drive</u>	<u>Doc Holliday Lane</u>	<u>Leach Ranch Road</u>
<u>Ridge View Road</u>	<u>Airplane Drive</u>	<u>Dixie Drive</u>	<u>Lava Road</u>
			<u>Larkspur Road</u>
			<u>Lambs Fields</u>

9-22-9: DRAINAGE POLICY:

Kane County's primary responsibility related to drainage is to ensure that water does not damage County-owned roads. Drainage features such as ditches, culverts, and other infrastructure will be placed in locations that do not disrupt the natural flow of water, in order to minimize the impact on the surrounding properties and prevent damage to County roadways.

A. Maintaining Drainage: The County is responsible for maintaining drainage features that are essential for preserving the integrity of its roads. These features will be designed and placed in the natural flow of water, as much as possible, to prevent the alteration of local water drainage. This ensures that water is managed in a way that protects roads from flooding and erosion, while preserving the natural water flow.

B. Private Property Drainage: The County does not manage or maintain drainage systems on private property or within subdivisions, except where drainage systems directly impact public roadways.

C. Homeowners Associations (HOAs) or private property owners are responsible for maintaining and managing drainage systems located on private property or within their subdivisions, including storm water retention features, culverts, or drainage ditches not directly linked to County roads.

D. Review of Drainage Modifications: Any changes to drainage systems within subdivisions that may affect water flow or require County approval will be subject to review by the Kane County Roads Department. This review ensures that any modifications do not negatively impact public infrastructure, roads, or the surrounding environment. All drainage work must comply with local, state, and federal regulations.

9-22-10: COLLABORATION WITH HOMEOWNERS' ASSOCIATIONS (HOAs), SPECIAL SERVICE DISTRICTS AND LOCAL ENTITIES:

Kane County recognizes the importance of community collaboration in maintaining and improving local infrastructure. The County encourages and supports Homeowners Associations (HOAs), Special Service Districts and local entities to take an active role in road improvements and maintenance, particularly in areas where resources and responsibilities may exceed the standard services provided by the County.

A. Incentives for Local Entities: The County will work to incentivize local organizations, and private entities to take on desired road improvements, maintenance, and upgrades beyond the level of service provided by the County. This may include offering technical assistance, recommending best practices, or helping secure funding for eligible projects.

B. Joint Initiatives: Where feasible, the County may collaborate with local entities to jointly fund or co- manage road maintenance and improvement projects. In such cases, a formal memorandum of understanding (MOU) may be created to outline the responsibilities, funding sources, and project expectations of each party.

9-22-11: PERSONAL IMPROVEMENTS AND COUNTY RIGHT OF WAY:

Kane County encourages property owners to maintain and improve their personal driveways, but it is important that any improvements made by citizens do not impede or obstruct the County-owned right of way. The County-owned right of way is larger than the disturbed surface or the improved road way and most often includes the area along County roads that is necessary for road construction, maintenance, drainage, and other public purposes. To determine the width of the county-owned right of way, contact the county roads supervisor at roads@kane.utah.gov.

A. Improvements Impacting Right of Way: Any personal improvements, such as driveway extensions, landscaping, fences, or other structures, made within the County right of way that interfere with road access, drainage, or maintenance activities, may be subject to damage. Property owners should ensure that their improvements do not obstruct or interfere with County-owned infrastructure or create safety hazards.

B. Liability for Damage: If personal improvements are made within the County right of way and these improvements cause damage due to maintenance activities or roadwork, the County will not be responsible for repair or replacement of those improvements. This includes any damage resulting from snow removal, drainage maintenance, road repairs, or other necessary activities conducted by the County.

C. Permitting and Approval: Property owners are encouraged to contact the County Roads Department prior to making any improvements that could potentially impact the right of way. In some cases, permits or approval may be required to ensure compliance with County standards and to avoid future conflicts with road maintenance activities.

D. Restoration and Access: In cases where County Road maintenance activities require access to or work within the right of way, the County may need to temporarily remove or modify improvements made by property owners. The County will not be responsible for restoring personal improvements within the right of way after such activities, and property owners will bear the cost of restoration if desired.

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Section 2. Severability.

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

Section 3. Effective Date

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

Section 4. Publication and Notice.

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

End of Ordinance.

ADOPTED this 16th day of September, 2025.

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Celeste Meyeres, Chair
Board of Commissioners
Kane County

Commissioner Brown voted _____
Commissioner Meyeres voted _____
Commissioner Kubeja voted _____

ITEM # 9

Review of Legislative Issues

ITEM # 10

Commissioner Report on Assignments