

COMMISSION MEETING

PACKET

DATE:

September 30, 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 30, 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: September 17, 2025-\$803,333.85 and September 25, 2025-\$133,728.54

Approval of: Commission Meeting Minutes for September 16, 2025

REGULAR SESSION:

- 1. Presentation from the Kane County Soil Conservation District / Commissioner Brown**
- 2. Presentation from the USU Extension Office / Commissioner Brown**
- 3. Update from Jenna Corry and Kylie Shepard on the Kane County Coalition/Kane County Youth Coalition / Commissioner Kubeja**
- 4. Public Hearing Regarding the Agricultural Protection Area (Item #5)**
- 5. Agricultural Protection Area/Jacob Benson-Accept, Accept and Modify, or Reject a Proposal for an Agricultural Protection Area Based on Reports from the Planning Commission and the Agricultural Advisory Board / Commissioner Brown**
- 6. Discuss/Approve 2026 Insurance Renewal Costs with Possible Contract Changes / Commissioner Brown**

- 7. Kane County Resolution No. R 2025-29 a Resolution Giving Notice of Intent to Annex Additional Adjacent Properties into the ZMLS District for the Purposes of Wastewater, Water, Fire, and Parks and Recreation Services / Commissioner Kubeja**
- 8. 2025 Interlocal Cooperation Agreement between Town of Big Water and Kane County for Structural Fire Protection / Full Commission**
- 9. Review of Legislative Issues / Full Commission**
- 10. Commissioner Report on Assignments / Full Commission**
- 11. Board of Equalization**
 - A. Approval of Board of Equalization Adjustments**
 - B. Approval of Abatements and Credits**

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: September 17, 2025-\$803,333.85 and
September 25, 2025-\$133,728.54**

Commission Meeting Minutes for September 16, 2025

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
September 16, 2025 at 10:00 AM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

Commissioner Attendance: Chair Celeste Meyeres, Commissioner Patty Kubeja (Phone-in), and Commissioner Gwen Brown

Other County Officials in Attendance: Attorney Stott, Chameill Lamb, Rhonda Gant, Taylor Glover, Shannon McBride, Keiren Chatterley, and Bert Harris

CALL MEETING TO ORDER: Commissioner Meyeres

WELCOME: Commissioner Meyeres

INVOCATION: Calli Kelly

PLEDGE OF ALLEGIANCE: Tom Avant

PUBLIC COMMENT:

Drew Chamberlain asked for a moment of silence for Charlie Kirk.

CONSENT AGENDA:

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

Motion to accept the Consent Agenda, which is the Check Edit Reports for August 27, 2025-\$89,473.05, September 3, 2025-\$984,018.49 and September 10, 2025-\$378,913.26 as well as the approval of the Commission Meeting Minutes for August 19, 2025 Town Hall and August 26, 2025 made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.

REGULAR SESSION:

1. Presentation of the 2024 Financial Audit / Full Commission

Rick Roberts and Gabe Miller presented the 2024 financial audit results.

2. Presentation from Calli Kelly with the Kane Education Foundation / Commissioner Brown

Calli Kelly with the Kane Education Foundation came and gave their yearly update on what they have been doing throughout the year.

3. Discuss/Vote on Easement for Garkane Energy / Commissioner Kubeja

Item tabled.

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

Commissioner Meyeres stated that State Route 9, which goes through Zion National Park to Washington County is already a State Scenic Byway and some folks (mostly on the west side of Zion) are wanting to overlay a National Scenic Byway designation. There are no increased restrictions, but it will open up some federal funding opportunities that are not currently available with the State Scenic Byway.

Wanda Maloney said the purpose of the plan is to build on existing efforts that are related to tourism and resource protection and create a seamless experience for travelers from I-15 to Hwy 89.

Motion to adopt Resolution 2025-28 adopting the updated Zion Scenic Byway Corridor Management Plan made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye

Commissioner Kubeja-aye

Commissioner Meyeres-aye

5. Discuss/Approval of Kanab Center Schedule of Fees / Commissioner Kubeja

Commissioner Kubeja mentioned that back in January we approved part of this and then wanted a couple changes made. The changes have been made and she believes it is easier to understand

Attorney Stott suggested a couple of changes, which he will get with Camberly to make the changes.

Motion to approve Resolution 2025- for the Kanab Center Schedule of Fees effective 16 September 2025 with the changes outlined by the county attorney made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

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

6. Amendment to the Development Agreement/Reserve at Swains Creek / Commissioner Brown

Commissioner Brown mentioned that The Reserve at Swains Creek is wanting to make some changes to Phase 1 in the Development Agreement.

Tom Avant presented the changes that they are wanting to make. He said that this phase plan is in the same area, but they have gone from 14 lots to 9 lots and so their density has gone from 2.4 acres per lot to 3.8 acres per lot and their open space has increased from 11.2 acres to 12.8 acres. They are wanting to make this project a lot nicer and spread it out in Phase 1.

Motion to approve the amended Development Agreement for Reserve at Swains Creek as presented made by Commissioner Meyeres and motion carried with Commissioner Meyeres and Commissioner Kubeja voting aye and Commissioner Brown voting nay.

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

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

Shannon said the reason she presented these changes is because of The Reserve at Swains Creek project. They went through and revised the Planned Unit Development ordinance because they could see a few things didn't work. She feels like it is easier to do the zone change and then come back and do the Preliminary Plat because the code changed in the meantime and she is going to be the one to approve the Preliminary Plat and the Final Plat. This way they will be in compliance with state code.

Motion to adopt 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 made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

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

Shannon said the original purpose of this was to add the road policy into the land use ordinance, but when she visited with Bert, he had added some additional changes. Bert realized later that it really doesn't belong in the Land Use Department because they don't understand the ins and outs of the Road Department.

Bert said that he's not sure of another place besides the Road Maintenance Policy that it needs to be.

Attorney Stott suggested that they put it under Title 6 Chapter 4.

Motion to adopt Ordinance 2025-27 with the changes of taking it out of the Land Use Ordinance Chapter 22 and move it to Chapter 6 with the Roads section and keep the recommendations of the Planning Commission with regards to what is going to make it into Chapter 22, but then the portions not making it into Chapter 22 will make it into Chapter 6 made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

9. Review of Legislative Issues / Full Commission

Commissioner Meyeres stated that they are continuing to move forward on protecting ranchers, protecting our Land Use planning process, and continuing to pursue funding for the RS2477 roads battle.

10. Commissioner Report on Assignments / Full Commission

Commissioner Kubeja

- Spent time at UAC Conference and had Public Lands meeting where they talked about energy and making sure we have enough

- Senior Center sponsored the movie Singing in the Rain
- Big Water Visitor Center opened up and had a great turnout

Commissioner Brown

- Planning & Zoning was going to have a discussion on good ways to get more moderate income housing, but was postponed due to two board members being gone
- Planning and Zoning voted to allow board members to call in and be able to vote and talk in the meeting
- There will be a VCSSD meeting tomorrow at noon
- Board of Equalization starts next week
- Great luncheon put on by Rhonda

Commissioner Meyeres

- Big federal news this week on the Conservation Rule, which was officially rescinded
- Coral Pink Sand Dunes construction is scheduled to start in 2026

Motion to adjourn at 11:44 A.M. made by Commissioner Brown and motion carried with all commissioners present voting in favor.

WHERE UPON MEETING WAS ADJOURNED

Celeste Meyeres Chair

Chameill Lamb Clerk/Auditor

AGENDA

ITEMS

ITEM # 1

**Presentation from the Kane County Soil Conservation
District**

ITEM # 2

Presentation from the USU Extension Office

ITEM # 3

**Update from Jenna Corry and Kylie Shepard on the Kane
County Coalition/Kane County Youth Coalition**

ITEM # 4

**Public Hearing Regarding the Agricultural Protection
Area (Item #5)**

ITEM # 5

Agricultural Protection Area/Jacob Benson-Accept,
Accept and Modify, or Reject a Proposal for an
Agricultural Protection Area Based on Reports from the
Planning Commission and the Agricultural Advisory Board

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: September 16, 2025

Dept. /Business Name: Land Use

Topic/Re: Agricultural Protection Area / Jacob Benson

Public Hearing: YES

Description: Accept, Accept and modify, or reject a proposal for an Agricultural Protection Area based on reports from the Planning Commission and the Agricultural Advisory Board.

MOTION:

Attachments: Application for APA, Report from Ag Advisory Board, Report from Planning Commission

Dept. Head/Owner: Shannon McBride

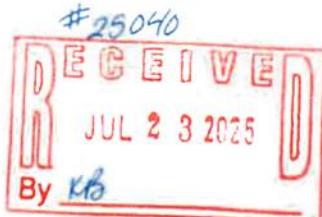
Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:



**Kane County
Land Use Authority**
76 North Main Street, Kanab, Utah 84741
(435) 644-4966
planning@kane.utah.gov



AGRICULTURE PROTECTION AREA **APPLICATION** **Application Fee \$200**

Owners/Applicants Jacob Benson Date: 6-5-2025

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] E-Mail: [REDACTED]

Parcel numbers to be included: 8-9-14-3

Number of contiguous acres: 34.83

Any limits on the types of agriculture production to be allowed within the agriculture protection area:

Livestock Grazing summer months

List types of agricultural production that is currently occurring on the parcel(s) being included:

Livestock Grazing, Sheep, cattle & horses.

I HEREBY CERTIFY THE ABOVE INFORMATION TO BE TRUE AND ACCURATE:

Signature: _____ Date: _____

Printed Name: _____

Planning Commission Action:

Approve Deny

Planning Commission Chairman _____
Commission Approval Date: _____

Date _____





Agriculture Advisory Board REPORT For Implementing the Agricultural Protection Area (APA)

Kane County Planning and Zoning
76 North Main Street
Kanab, Utah 84741

Dear Commissioners:

The Planning Commission Board has received and reviewed a proposal submitted by Jacob Benson, for consideration and establishment of an Agriculture Protection Area (APA).

Based upon the evaluation criteria outlined in the APA Ordinance, (Section 17-41-305, Utah Code Annotated 2025)

Based upon the following:

- a. Evaluation of the proposal using the criteria in Utah State Code 17-41-305 which includes:
 - Whether or not land is currently being used for agriculture production
 - Whether or not land is zoned for agricultural use
 - Whether or not land is viable for agriculture production
 - The extent and nature of existing or proposed farm improvements
 - Anticipated trends in agriculture or technology
- b. Recommended limits on types of agriculture production to be allowed
- c. Evaluation of any objections to the proposal

Therefore, The Planning Commission Board recommends approval for this APA proposal.

If you have any questions, I can be reached at 644-4966 or you may contact Tyce Palmer, Utah Department of Agricultural and Food, Zone 5 Resource Coordinator, at 435-691-1498, or email: tpalmer@utah.gov.

Sincerely,

Shannon McBride
Land Use Administrator

Utah State Code for
Planning Commission APA Review Criteria

Effective 5/14/2019

17-41-305. Criteria to be applied in evaluating a proposal for the creation of a protection area.

In evaluating a proposal and in determining whether or not to create or recommend the creation of an agriculture protection area, industrial protection area, or critical infrastructure materials protection area, the advisory committee, planning commission, and applicable legislative body shall apply the following criteria:

- (1) whether or not the land is currently being used for agriculture production, industrial use, or critical infrastructure materials operations, as the case may be;
- (2) whether or not the land is zoned for agriculture use, industrial use, or critical infrastructure materials operations, as the case may be;
- (3) whether or not the land is viable for agriculture production, industrial use, or critical infrastructure materials operations, as the case may be;
- (4) the extent and nature of existing or proposed farm improvements, the extent and nature of existing or proposed improvements to or expansion of the industrial use, or the extent and nature of existing or proposed improvements to or expansion of critical infrastructure materials operations, as the case may be; and
 - (a) in the case of an agriculture protection area, anticipated trends in agricultural and technological conditions;
 - (b) in the case of an industrial protection area, anticipated trends in technological conditions applicable to the industrial use of the land in question; or
 - (c) in the case of a critical infrastructure materials protection area, anticipated trends in technological conditions applicable to the critical infrastructure materials operations of the land in question.

Effective 5/14/2019

17-41-303. Review of proposal for creation of protection area.

- (a) Within 45 days after receipt of the proposal, the planning commission shall submit a written report to the applicable legislative body that:
 - (i) analyzes and evaluates the effect of the creation of the proposed area on the planning policies and objectives of the county or municipality, as the case may be;
 - (ii) analyzes and evaluates the proposal by applying the criteria contained in Section 17-41-305;
 - (iii) recommends any modifications to the land to be included in the proposed agriculture protection area, industrial protection area, or critical infrastructure materials protection area;
 - (iv) analyzes and evaluates any objections to the proposal; and
 - (v) includes a recommendation to the applicable legislative body either to accept, accept and modify, or reject the proposal.

Kane County Conservation District Board of Supervisors

Eric Esplin, Chairman

Mark Spencer, Vice Chair

Dusty Reese, Supervisor

Bruce Bunting, Supervisor

Danny Little, Supervisor

AGRICULTURE ADVISORY BOARD TO THE Kane County Commission

Recommendation on a proposed Agriculture Protection Area within Kane County.

DATE: 8/5/25

NAME(S), (see attached copy of APA Proposal for land description):

JACOB BENSON

As mandated in Section 17-41-305, Utah Code Annotated 1953, as amended, the following criteria were used to evaluate the suitability of this proposal for an Agriculture Protection Area designation in Kane County:

1. Whether or not the land is currently being used for agriculture production;
 2. Whether or not the land is zoned for agricultural use;
 3. Whether or not the land is viable for agricultural production;
 4. The extent and nature of existing or proposed farm improvements; and
 5. Anticipated trends in agricultural and technological conditions.

REPORT OF RECOMMENDATION:

Modifications, (if any): NONE

Limit on types of agriculture in this APA, (if any); NONE

Recommendation:

Accept X

Accept & Modify _____
(Modifications must be attached)

Reject _____


Kane County CD / APA Ag. Advisory Board

ITEM # 6

Discuss/Approve 2026 Insurance Renewal Costs with
Possible Contract Changes

ITEM # 7

**Kane County Resolution No. R 2025-29 a Resolution
Giving Notice of Intent to Annex Additional Adjacent
Properties into the ZMLS District for the Purposes of
Wastewater, Water, Fire, and Parks and Recreation
Services**

KANE COUNTY RESOLUTION R-2025-29

**A RESOLUTION APPROVING AND ADOPTING A NOTICE OF INTENT TO ANNEX PARCELS
INTO THE ZION MOUNTAIN LOCAL SERVICE DISTRICT**

WHEREAS, the Zion Mountain Local Service District ("District") is a duly established Special Service District in Kane County, created on April 8, 2019, by Kane County Resolution No. R-2019-7; and

WHEREAS, the District currently provides wastewater and culinary water services within its boundaries; and

WHEREAS, the Board of County Commissioners of Kane County, State of Utah, finds that the public health, convenience, and necessity require consideration of annexing additional parcels into the District for the purpose of providing wastewater and culinary water services; and

WHEREAS, Utah Code Ann. § 17B-1-215 et seq. requires that before annexation of property into a local district, the County must adopt a notice of intent, hold a public hearing, and allow a protest period; and

WHEREAS, the Kane County Board of Commissioners has caused to be prepared a Notice of Intention to Annex Parcels into the Zion Mountain Local Service District, including a legal description of the affected parcels, and has provided for publication of such notice as required by law; and

WHEREAS, the Kane County Board of Commissioners desires to formally approve and adopt said Notice of Intent;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Kane County, State of Utah, as follows:

1. The Notice of Intention to Annex Parcels into the Zion Mountain Local Service District, attached hereto as Exhibit A, is hereby approved and adopted.
2. The Kane County Clerk/Auditor is directed to cause publication of the Notice of Intention as required by law, including on the Public Legal Notice Website and in the Southern Utah News.
3. The Kane County Commission shall conduct the public hearing on the date and at the location specified in the Notice of Intention.
4. This resolution shall take effect immediately upon adoption.

ADOPTED this day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
KANE COUNTY, UTAH

Celeste Meyeres, Chair

ATTEST:

Chameill Lamb, Kane County Clerk/Auditor

Commissioner Meyeres voted

Commissioner Brown voted

Commissioner Kubeja voted

ITEM # 8

2025 Interlocal Cooperation Agreement
between Town of Big Water and Kane County
for Structural Fire Protection

**PROPOSED INTERLOCAL COOPERATION AGREEMENT
BETWEEN TOWN OF BIG WATER AND
KANE COUNTY**

AUTHORIZATION FOR STRUCTURAL FIRE PROTECTION IN UNINCORPORATED KANE COUNTY

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between The Town of Big Water, a municipal corporation and political subdivision of the State of Utah (the "Town"), and Kane County, a political subdivision of the State of Utah (the "County"), on the date last signed below, 2024 ("Effective Date"). Each of the foregoing are a "Party," and collectively are referred to herein as the "Parties."

RECITALS

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

WHEREAS, the Town has elected to maintain and support a fire-fighting force or fire department for its own protection; and

WHEREAS, the Town has and desires from time to time to contribute toward the support of structural fire protection, defined herein, in adjacent unincorporated areas of the County, at its sole discretion and as resources allow (i.e., not under a contractual or legal obligation to respond and support); and

WHEREAS, the County does not have a full-time fire-fighting force for providing fire protection for structural fires in the areas adjacent to the territory of the Town and provides adequate fire protection for wildland fire suppression under the Sheriff's Office and in conjunction with the State of Utah, specifically the State Division of Forestry and Fire; and

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

WHEREAS, the Parties wish to memorialize their understanding, agreement, and delegation of authority from the County to the Town to provide fire protection beyond the protection afforded for wildland fire, for structures, at the Town's discretion and not under any obligation to do so, and for the Town to bill for the services rendered, providing for the Town to recoup its cost; and

WHEREAS, the Town and County are public agencies as defined in the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq. (the "Act"), and, as such, are authorized by the Act to each enter into an interlocal agreement to act jointly and cooperatively on the basis of mutual advantage to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of a mutual advantage that will accord best with geographic, economic, and other factors; and

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

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

WHEREAS, this agreement does not create an interlocal entity.

AGREEMENT

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

1. Purpose of the Agreement. The purpose of this Agreement is outlined in the Recitals, which are incorporated herein by reference.
2. Duration. This Agreement shall commence on the Effective Date and shall terminate upon the – one year anniversary. This Agreement may be extended and/or amended by mutual written consent of the Parties. This Agreement shall be in effect for at least one year but not more than five years.
3. Termination. This Agreement may be terminated by a Party by providing sixty (60) days' notice of the intent to terminate. In addition hereto, the Agreement shall automatically terminate upon the following conditions:
 - a. Non-Funding Clause and Force Majeure. If a Party responsible for financing the fire-fighting force makes all reasonable efforts in fulfilling its obligations under this Agreement, and, through no fault of the individual Party, or due to force majeure, or due to a third party's failure to appropriate necessary funding, and is therefore unable to reasonably bear the operational costs or to acquire the necessary financing for the fire-fighting source, then this Agreement may be terminated by written notice to the other Parties and there will be no obligation for the Parties to move forward with the terms of this Agreement.
4. Representatives. The individuals listed below are authorized to act as the Representative for their respective Party in all matters related to this Agreement. Either Party may change its Representative by giving written notice to the other Parties' Representatives.

Town of Big Water	Kane County
Name: _____	Name: Commissioner Celeste Meyeres
Telephone: _____	Telephone: _____
Email: _____	Email: cmeyeres@kane.utah.gov

5. Limitations. This Agreement does not constitute an obligation for the Town to respond to structural fires in the unincorporated areas of the County, but delegates authority for the Town's fire department to exercise its discretion to act under the County's fire authority as it pertains to responding

to structural fires in the unincorporated areas of the County. This Agreement does not supersede, terminate, nor override any prior, concurrent, nor future agreements related to other fire protection or emergency services, or other forms of mutual aid, including, but not limited to those agreements related to wildland fire protection agreements. This Agreement does not supersede any responsibilities, regulations, and/or requirements imposed by state laws and local ordinances. This Agreement does not obligate the Town to undertake nor assume any statutory or legal responsibilities or obligations of the County. This agreement does not create any additional obligations or responsibilities of the County except as set forth in section 7.

6. Town's Intent and Commitments. The Town commits to working in good faith with the County under the following conditions:

- a. The Town may exercise its discretion in responding to structural fires in the unincorporated areas of the County when notified by the County's dispatch. If responding to a structural fire in the unincorporated areas of the County, the Town's fire department personnel shall determine the level of fire protection service to be rendered, as well as the manner and method in which the service is to be provided.
- b. The Town's fire department will not be required to respond to all dispatch callouts for structural fires in the unincorporated areas of the County, but when it does respond, the Town's fire personnel will act reasonably and in accordance with its adopted policies and procedures.
- c. Notwithstanding the County's obligation to bill its residents for fires located within the County's jurisdiction, the Town will bill the property owner or responsible person for all actual costs and its reasonably assessable costs for responding to any structural fire in the unincorporated areas of the County. The Town will take additional reasonable steps to collect a bill if the property owner or responsible person initially refuses. If the property owner or responsible person does not respond to the billing and within ninety (90) days after additional reasonable collection actions, the Town will forward the bill and all necessary materials to the County Attorney for further collection proceedings, and the County will proceed with collecting said fees on behalf of the Town, and this Agreement shall constitute an assignment to the County of said rights to collect all fees incurred hereunder.
- d. At all times, the Town will prioritize responding to and having sufficient fire protection coverage within the Town's territory, before exercising discretion to respond to a structural fire in the unincorporated areas of the County.

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

- a. As the fire authority for the unincorporated areas of Kane County, the County hereby delegates authority to the Big Water Fire Department to respond to structural fires in the unincorporated areas of Kane County. However, the County does not obligate the Town to act or respond to structural fires in its territory but allows the Town to exercise its discretion in whether to respond and the level, manner, and method of structural fire protection services to be rendered.
- b. The County authorizes the Town to bill the property owner or responsible person for the actual and reasonable assessable costs of services provided.
- c. When the Town bills for providing structural fire protection services, the County will assist the Town in collecting any billed amounts from the property owner or responsible party. Matters of billing will be referred to the County Attorney ninety (90) days after the Town

has made reasonable attempts to collect and the property owner or responsible party has failed to pay a billed amount or otherwise make arrangement for payment. The Town will provide any and all necessary documents to the County Attorney to allow for adequate collection of the billed services. The County Attorney shall use reasonable efforts in its discretion in collecting said fees if the property owner fails to make payment. The Town shall cooperate with the County Attorney in prosecuting collection of said fees.

- d. The County will adopt an ordinance or take other legislative or administrative actions deemed appropriate, to ensure that there is a countywide legal obligation for a property owner or responsible person in the unincorporated county to pay the Town for the cost of responding to a structural fire when services are provided by the Town.
- e. The County will pay \$7,500 to the Town for each twelve-month period that this agreement is in effect, to be paid within six months of each twelve-month period. Such payment shall be prorated if this agreement is terminated outside of a twelve-month period.

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

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

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

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

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

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

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

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

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

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

17. Governmental Immunity, Liability, and Indemnification.

- a. **Governmental Immunity.** The Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 et seq. (the "Immunity Act"). None of the Parties waive any defenses or limits of liability available under the Immunity Act and other applicable laws. All Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.
- b. **Liability and Indemnification.** The Parties agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and none of the Parties will have any liability whatsoever for any negligent act or omission of another Party, its employees, officers, or agents. An individual Party shall indemnify, defend, and hold harmless another Party, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the Party's breach of this Agreement; (ii) any acts or omissions of or by the Party, its agents,

representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the Party's use of public funds. The Parties agree that their respective duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against a Party for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of another Party to this Agreement. The Parties agree that the requirements of this paragraph will survive the expiration or sooner termination of this Agreement. The County shall hold the Town harmless against claims of inadequate fire protection or insufficient response or measures used in the service provided, or claims of a similar nature.

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

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

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

- a. Definitions include both singular and plural;
- b. Pronouns include both singular and plural and cover both genders;
- c. The captions and headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement; and
- d. Where applicable, reference to a Party, such as the Town or County, shall also include the fire authority or fire department of that entity.
- e. "Structural fire" as referenced herein includes any habitable and non-habitable structure fires, fires that occur within a residential subdivision or on any private land that would not yet be considered wildland fire, vehicular and debris fires, hazmat response, and any other fire that would otherwise commonly be referred to as a "structural fire." It also includes any vehicle on any road or highway that i) catches fire, or ii) is involved in an accident that creates a substantial risk of fire, or iii) is involved in an accident or emergency where an occupant needs to be extracted from the vehicle.

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

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

Notwithstanding anything perceived to be to the contrary in the foregoing terms of this Agreement, the Parties intend this Agreement to represent their overall intent to work together in good faith, the delegation of authority for the Town to act on behalf of the County and to bill for the services rendered.

THE PARTIES HERETO have executed this Agreement.

TOWN OF BIG WATER

Approved as to form:

David Schmucker
MAYOR
Dated: _____, 2025

TOWN ATTORNEY
Dated: _____, 2025

KANE COUNTY

Approved as to form:

Celeste Meyeres
COMMISSION CHAIR
Dated: _____, 2025

Jeff Stott
COUNTY ATTORNEY
Dated: _____, 2025

ITEM # 9

Review of Legislative Issues

ITEM # 10

Commissioner Report on Assignments

ITEM # 11

Board of Equalization

- A. Approval of Board of Equalization
Adjustments**
- B. Approval of Abatements and Credits**