

COMMISSION MEETING

PACKET

DATE:

October 14, 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, October 14, 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: October 1, 2025-\$1,685,316.02 and October 7, 2025-\$218,926.31

Approval of: Commission Meeting Minutes for September 30, 2025

REGULAR SESSION:

1. Wreaths Across America Program Update-Kane County Location Manager Alan Seilhammer / Commissioner Kubeja
2. Update from the Department of Natural Resources on Aquatic Invasive Species / Commissioner Meyeres
3. Marketing Update from Boncom / Commissioner Kubeja
4. Update from Jenna Corry and Kylie Shepherd on the Kane County Coalition/Kane County Youth Coalition / Commissioner Kubeja
5. EMS RFP Bid Award / Full Commission
6. The Governor's Office of Economic Opportunity Rural County Grant Contract / Commissioner Meyeres

- 7. Kane County Resolution No. R 2025-32 a Resolution Annexing Certain Territory into the Church Wells Special Service District for Fire Protection Services Only / Commissioner Kubeja**
- 8. Public Hearing Regarding Kane County Ordinance No. O 2025-34 and O 2025-35**
- 9. Kane County Ordinance No. O 2025-34 an Ordinance Vacating Four Seven and a Half Foot Public Utility Easements in the Strawberry Valley Estates Subdivision Unit 4 / Commissioner Brown**
- 10. Kane County Ordinance No. O 2025-35 an Ordinance Vacating Eight Seven and a Half Foot Public Utility Easements in the Zion View Mountain Estates Subdivision Unit "E" / Commissioner Brown**
- 11. Kane County Ordinance No. O 2025-32 an Ordinance Amending the Zoning of Lot 45-33 in the Strawberry Valley Estates Subdivision Unit No. 4 Residential ½ to Residential 1 / Commissioner Brown**
- 12. Kane County Ordinance No. O 2025-33 an Ordinance Amending the Zoning of Parcel 8-6-12-6 in the Proximity of Long Valley Estates Subdivision from Agriculture to Residential 5 / Commissioner Brown**
- 13. Kane County Ordinance No. O 2025-30 an Ordinance Revising Kane County Land Use Ordinance Chapter 2 Planning Commission Adding Section 11-Electronic Meetings / Commissioner Brown**
- 14. Kane County Ordinance No. O 2025-36 an Ordinance Revising the Kane County General Plan Water Use and Prevention to Include Revisions for Finalization as Mandated by Utah Code §§ 17-27a-403 and 73-10-32 / Commissioner Brown**
- 15. Resolution No. R 2025-30 a Resolution of Appointment of a Kane County Representative and an Alternate Representative for the Utah Counties Indemnity Pool Annual Membership Meeting / Full Commission**
- 16. Discuss/Vote on Kane County Resolution No. R 2025-31 a Resolution Supporting Operation Green Light Honoring Veterans / Commissioner Kubeja**
- 17. Review of Legislative Issues / Full Commission**
- 18. 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: October 1, 2025-\$1,685,316.02 and
October 7, 2025-\$218,926.31

Commission Meeting Minutes for September 30, 2025

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
September 30, 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: Clerk/Auditor Chameill Lamb, Sheriff Tracy Glover, Rhonda Gant, Shannon McBride, Keiren Chatterley, Taylor Glover

CALL MEETING TO ORDER: Commissioner Meyeres

WELCOME: Commissioner Meyeres

INVOCATION: Kevin McLaws

PLEDGE OF ALLEGIANCE: Drew Chamberlain

PUBLIC COMMENT:

No public comment.

CONSENT AGENDA:

Check Edit Report: September 17, 2025-\$803,333.85 and September 25, 2025-\$133,728.54

Motion to accept the Check Edit Reports for September 17, 2025-\$803,333.85 and September 25, 2025-\$133,728.54 as well as the approval of the Commission Meeting Minutes for September 16, 2025 made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

REGULAR SESSION:

1. **Presentation from the Kane County Soil Conservation District / Commissioner Brown**

Tyce Palmer presented on the Kane County Soil Conservation highlighting some of the projects that happened in our district.

2. Presentation from the USU Extension Office / Commissioner Brown

Elizabeth Davis gave a presentation on the USU Extension Office and some of the things they have done throughout the year.

3. Update from Jenna Corry and Kylie Shepard on the Kane County Coalition/Kane County Youth Coalition / Commissioner Kubeja

Item tabled.

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

Commissioner Meyeres opened up the public hearing.

John Reese spoke in favor of the AG Protection zone.

Commissioner Meyeres closed the public hearing.

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

Shannon said the applicant is applying to have their 34.83 acres be an agricultural protection area. Right now, they are zoned Agriculture and will continue to use the agriculture use. They graze sheep and would like continue to do that and that way if someone came in and did a subdivision by them, they would be protected. She said that she is supposed to look over what the extent and nature of the existing farm improvements are and stated that the applicants have put a water pipeline in and they spray the scotch thistle, which is considered a noxious weed in Utah and they want to continue this use. Planning & Zoning looked over everything and recommend that the commission approve this.

Motion to approve the Agriculture Protection Area for Jacob Benson as presented and based upon the reports from the Planning Commission and the AG Advisory Board made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

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

6. Discuss/Approve 2026 Insurance Renewal Costs with Possible Contract Changes / Commissioner Brown

Rhonda and Tricia gave an overview of the 2026 insurance renewal costs. They said that with CIGNA to keep everything the same there would be a 25% increase per family, which would make it around \$3,800 per family and that would be for what we have right now. PEHP came in with a competitive quote that would cost around \$2,600 per family, which is about 2.63% less than we are paying right now and the benefits are the same except the formulary for the meds is different.

Motion to approve PEHP as the provider starting 2026, staying with New York Life for 2026, and with the admin fee increase on dental and the increase for COBRA made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

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

Commissioner Kubeja stated that they were sent a resolution that was passed by the Zion Mountain Local Service District requesting that there be an expansion to their boundaries. She said that there are a few things that need to be changed on the county resolution and after the changes are made Attorney Stott will look it over and makes sure everything is correct.

Motion to approve Kane County Resolution R 2025-29 a Resolution giving Notice of Intent to annex additional adjacent properties into the Zion Mountain Local Service District for the purposes of wastewater, water, fire, and parks and recreation services with the caveat that it is based upon the approval of our attorneys review of our resolution making sure it complies with the Service District 17B rules made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

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

8. 2025 Interlocal Cooperation Agreement between Town of Big Water and Kane County for Structural Fire Protection / Full Commission

Motion to approve the 2025 Interlocal Cooperation Agreement between the Town of Big Water and Kane County for structural fire protection and response on the highway as presented made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

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

9. Review of Legislative Issues / Full Commission

Commissioner Meyeres mentioned that they have not changed their priorities or objectives for the 2026 legislative session.

10. Commissioner Report on Assignments / Full Commission

Commissioner Kubeja

- Old Folks Day is on Wednesday, October 1
- The RMPRA Rodeo will be held on the 24th and 25th
- If the government shuts down the Office of Tourism will be closed on Wednesday and Thursday
- Visitor Center in Big Water is open and has been busy
- The Kanab Center staff received a Certification of Appreciation

Commissioner Brown

- With the Preliminary Municipality they are still working on the feasibility study

Commissioner Meyeres

- Spoke with Bart Battista at Best Friends and they have ordered the ability to pump port-a-potties that would be on their land at the Kanab Sand Caves parking lot
- Offered letter of support for the county to receive the Big Water Visitor Center as an interagency transfer from the BLM
- The commissioners went on a BLM range tour
- North Rim is partially re-opening
- Federal Senator John Curtis is working on a bipartisan bill for forest health

Commissioner Meyeres closed Commission Meeting and went into the Board of Equalization Meeting.

11. Board of Equalization

A. Approval of Board of Equalization Adjustments

Chameill presented the Board of Equalization adjustments that were made saying that overall, there were 224 appeals filed.

Motion to accept the appeals decisions by the hearing officer for the ones that Chameill has brought before them made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

B. Approval of Abatements and Credits

Chameill presented the abatements stating that there were four that came in late. Three of the four applications were late due to medical reasons and the fourth one didn't provide a reason as to why they were late.

Motion to accept the three late applications that provided a reason for their tardiness made by Commissioner Meyeres and motion carried with Commissioner Meyeres and Commissioner Brown voting aye and Commissioner Kubeja voting nay.

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

Motion to approve the Abatements and Credits as outlined by Chameill made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

Commissioner Meyeres called them back into Commission Meeting.

Motion to adjourn at 12:08 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

Wreaths Across America Program Update-Kane County
Location Manager Alan Seilhammer

ITEM # 2

Update from the Department of Natural Resources on
Aquatic Invasive Species

ITEM # 3

Marketing Update from Boncom

ITEM # 4

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

ITEM # 5

EMS RFP Bid Award

ITEM # 6

**The Governor's Office of Economic Opportunity Rural
County Grant Contract**



STATE OF UTAH CONTRACT

The Governor's Office of Economic Opportunity Rural County Grant Contract

- 1. CONTRACTING PARTIES:** This Rural County Grant contract (this "Contract") is between the State of Utah, Governor's Office of Economic Opportunity, Center for Rural Development, referred to as the State or "GOEO", and the following Grantee:

Kane County Government
76 North Main Street
Kanab, UT 84741

Contact Person: Kelly Stowell
Contact Phone: (435) 899-0443
Contact Email: economicdevelopment@kane.utah.gov

Legal Status of Contractor: Governmental Agency
Vendor #: VC0000130073

- 2. THE GENERAL PURPOSE OF THIS CONTRACT:** The purpose of this contract is to provide a conditional grant to Grantee under the Rural County Grant ("RCG") program. The RCG program is intended to empower rural county governments to manage their own economic development opportunities and to take responsibility for planning, projects, and activities that will lead to improved economies and is designed to address economic development needs, which may include business recruitment, development and expansion, workforce training and development, and infrastructure and capital facilities improvements for business development.
- 3. AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-4-802 et seq and Utah Administrative Rule R357-29.
- 4. CONTRACT PERIOD:** This Contract shall remain in effect until all obligations of this Contract have been performed by Grantee not to exceed twelve (12) months from the effective date shown below.

Effective date: July 1, 2025.
Termination date: June 30, 2026.

- 5. CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award of up to \$200,000.00, which represents the maximum amount that will be awarded under this Contract.

Commodity Code: 99999

- 6. BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:**
 - Grantee agrees to abide by the terms and conditions outlined in Attachment B, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
 - Grantee shall use the grant funds solely for the purposes outlined in Attachment B and Attachment C which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in this Contract and the costs allowable under this Contract and the program policies and procedures.
 - Grant Disbursement Period: Subject to the terms and conditions provided herein, Grant funds shall be

disbursed during the period shown below, unless extended in writing by the State.

Beginning date: July 1, 2025

Ending date: June 30, 2026

- d) Grantee agrees that any material changes to the Project Proposal, Scope of Work, Deliverables and Outcome, Timeline and Budget as stated in Attachment C must be approved by the State. Grantee further agrees that such changes may require an amendment to the Contract as determined solely by the State.
- e) Grantee is a Rural County in the State of Utah of the third, fourth, fifth, or sixth class, as defined in Utah Code section 17-50-501. However, Washington County, a county of the third class, does not qualify for the RCG program because it has a city with a population greater than 100,000 (see Utah Code 63N-4-801(9)(b)).
- f) Grantee agrees to create and maintain a functioning County Economic Opportunity Advisory Board (“CEO Board”) as defined in Utah Code section 63N-4-803.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants Between Government Entities

Attachment B: Rural County Grant Terms and Conditions

Attachment C: Project Plan

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED: Grantee's Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Title 63N, Chapter 4, Rural Development Act and Utah Administrative Rule R357-29.

[The remainder of this page is intentionally left blank]



BY SIGNING THIS CONTRACT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS CONTRACT.

KANE COUNTY GOVERNMENT

STATE OF UTAH

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

Governor's Office of Economic Opportunity

By:

Name:

Title:

Date:

Governor's Office of Economic Opportunity

By:

Name:

Title:

Date:

Governor's Office of Economic Opportunity

By:

Name:

Date:

Utah Division of Finance
350 North State Street
Salt Lake City, UT 84114



ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS BETWEEN GOVERNMENT ENTITIES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
- c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
- d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- f) "Proposal" means Contractor's response to the State Entity's Solicitation.
- g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
- i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

2. GOVERNING LAW AND VENUE: This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": INTENTIONALLY DELETED

6. CONFLICT OF INTEREST: INTENTIONALLY DELETED

7. INDEPENDENT CONTRACTOR: Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. INDEMNITY: Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah



Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE: INTENTIONALLY DELETED**



17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED**
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.



28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.

34. **CONTRACT INFORMATION: INTENTIONALLY DELETED.**

35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

38. **ATTORNEY'S FEES: INTENTIONALLY DELETED**

39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

40. **DISPUTE RESOLUTION: INTENTIONALLY DELETED.**

41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

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ATTACHMENT B: RURAL COUNTY GRANT TERMS AND CONDITIONS

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C herein. Grant Money awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** Grantee is a rural county in the State of Utah of the third, fourth, fifth, or sixth class as defined in Utah Code 17-50-501.
3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
 - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
 - b) Grantee shall submit an invoice for 100% of the Contract Amount to be disbursed prior to full completion of Grantee's project.
 - c) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
4. **REPORTING REQUIREMENTS:** On or before June 30 of each year, Grantee shall provide a final report to this office for the Rural Opportunity Advisory Committee. Each CEO Board within a county shall assist and advise the county legislative body throughout the year and in preparing reporting requirements for grant money received by a rural county, as required by the Rural Opportunity Advisory Committee and Utah Administrative Rules R357-29-105. Grantee shall include the following in the final report:
 - a) A description of the projects for which the grant funding was used or encumbered;
 - b) The effectiveness of the award in improving economic development in the county;
 - c) How matching funds were utilized by the county;
 - d) An explanation for why grant funding was not used or encumbered and where it is being held, if applicable;
 - e) A letter from the CEO Board attesting to its involvement throughout the year and in preparation of the annual report; and
 - f) Minutes from each CEO Board meeting over the previous year where the Rural County Grant was discussed.

This reporting requirement must be completed and approved before new funds can be awarded and distributed.

5. **DISTRIBUTION OF FUNDS:** The Contract Amount shall be distributed to Grantee after approval of Grantee's previous year annual report, if applicable, after approval of the current year's application, and after this Contract is fully signed and executed. Grantee shall submit an invoice to the State for payment of the Contract Amount.
6. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
7. **ACCESS TO DATA:** At State's request, Grantee shall allow State access to data and information about the project in order to assess progress and to ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
8. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
9. **STATE CONTACT PERSON:** The State designates the Director of Community Grants in the Department of Incentives and Grants or the assigned Grant Manager as the contact person(s) at the Utah Governor's Office of Economic Opportunity and directs them to consult with the Grantee on an ongoing basis. The contact person(s) will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.



10. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
11. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract.
12. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

[The remainder of this page is intentionally left blank]



ATTACHMENT C: PROJECT PLAN

SCOPE OF WORK:

Rural County Grant (RCG) Program Initiatives for FY 2025-2026:

Workforce Development and Business Trainings, Economic Development Planning, Capital Infrastructure Development, Small Business Technical Services and Support, Economic Gardening, Business Sub-Grants.

- Workforce development is a focus and an important RCG activity, to develop the capacity of local entrepreneurs and workforce. Group and individual training will be offered and designed to inspire businesses to utilize technology, develop skills, and follow best practices. Training programs ensure local workforce has skills needed for current and future job opportunities.
- Partnerships with local educational institutions and the business community are in place to create targeted training programs for high-demand industries.
- Capital infrastructure promoting economic development including long term planning, investments in utilities, transportation, water, business and downtown improvements, development of recreational assets are priorities. Successful strategies require long-term planning to ensure necessary components are in place to support development. The # of infrastructure projects are a measure of success.
- Direct support for business through economic gardening focused on growing local businesses as opposed to recruiting efforts is a priority. Resources will be directed toward existing businesses with potential for growth and expansion.
- Business supported sub-grants will be offered for businesses to apply for assistance with implementing business strategies. New employees hired, revenue streams created, and more is a measure of success.

This initiative supports efforts to diversify our economy by fostering new industries and expanding existing ones. This directly provides resources and support to local entrepreneurs and small businesses. Facilitation of the creation of new job opportunities in key sectors, including tourism, recreation, and energy. Plan and promote regional events, such as the Raising Kane Business Summit.

DELIVERABLES AND OUTCOME:

Kane County Rural County Grant Program (RCGP) Initiatives for FY25-26:

Business Training & Skill Development, Community Driven Economic Development Planning and Capital Infrastructure Development.

Small Business Incentive: Technical Services and Support, Economic Gardening, Business Sub-Grant The FY25-26 Business Trainings will cover information relevant for most industries found in Kane County. Topics covered will be designed to help entrepreneurs and local businesses in all stages of their business life. These trainings have been successful and highly valuable in previous years and continuing this program activity is a priority. Participation and attendance are strong measures of success and broad impacts are felt as the business community takes advantage of these offerings. The trainings are conducted in collaboration with regional partners, including neighboring counties, State of Utah, and private industry helps leverage resources, cost sharing, and contributes to regional ED strategies.

Capital Infrastructure Development is a major priority for Kane County. The allocation of resources to improve local infrastructure supporting business growth, including broadband access, transportation networks, water, recreation, services, and utilities is needed and a priority. Also included is ensuring public facilities, including the airport and roads, are improved to handle increased business activity is a priority under RCG.

Small business support under the RCG to grow Kane County's economy by fostering and expanding existing businesses by direct involvement directly by providing resources and support to local entrepreneurs and small businesses. A Small Business Grant program created to support existing local businesses through technical assistance, funding, and mentorship is a focus. This fosters a supportive environment for business expansion by improving access to financial resources and professional services.

BUDGET:

Business training sessions will be conducted in collaboration with educational partners and \$42,000 is dedicated from the RCG for workforce training. Partners such as Southwest Technical College located in Kanab, is committed to providing a cash match and meeting space for these trainings at an amount of \$18,000 of the matching fund amount needed for a total of \$60,000. Other educational partners will participate as needed with cash matching funds and in-kind funds.

Community driven economic development planning has \$30,000 dedicated from the RCG, and matching funds in an estimated amount of \$60,000 is committed and needed to conduct this activity for a total of \$90,000. Planning projects are solicited and considered through an RFP process and subject to approval by the CEO Board and County Commission through competitive application processes. Projects are presented and considered for approval by the CEO Board and the Kane County Commission.

Capital Infrastructure has \$78,000 dedicated to the RCG and an estimated \$173,530.50 for a total cost of \$251,530.50. Projects are reviewed and considered through a screening process and awards are applied for competitively with approvals required from the CEO Board and County Commission. There are a grant application process and the matching fund component requirement from project applicants will be considered, accounted for and reflected in final reports. The majority of the RCGP for Kane County is dedicated to this activity and is a cost heavy activity.

Kane County RCGP funds in an amount of \$50,000 is dedicated to Technical Services and Support, Economic Gardening, and Business Subgrants. Matching funds in an estimated amount of \$100,000 will be contributed to this activity for a total of \$150,000. All small business support activities and programs are subject to approval by the CEO Board and Kane County Commission.

Kane County covers administrative costs, and these costs are not included or considered in the budget. Kane County is dedicated to committing RCGP funding towards programming activities and have administrative costs covered through the Center for Education, Business, and the Arts.

ITEM # 7

Kane County Resolution No. R 2025-32 a Resolution
Annexing Certain Territory into the Church Wells Special
Service District for Fire Protection Services Only

KANE COUNTY RESOLUTION NO.R-2025-32

A RESOLUTION ANNEXING CERTAIN TERRITORY INTO THE CHURCH WELLS SPECIAL SERVICE DISTRICT

WHEREAS, the Church Wells Special Service District ("District") is a duly established Special Service District in Kane County, Utah; and

WHEREAS, the Kane County Commission received a request from the District Board to expand the District boundaries to include certain unincorporated areas of Kane County not currently served, for purposes of fire protection only; and

WHEREAS, Kane County seeks to ensure that the majority of properties with existing structures in unincorporated areas are provided with appropriate services through inclusion in a special service district; and

WHEREAS, the proposed annexation area includes all unincorporated land east of U.S. Highway 89 to the Utah-Arizona state line and extending southeast and west to the Buckskin Wash, excluding all federal BLM lands, the Town of Big Water, and the Canyonlands County Improvement District; and

WHEREAS, the area to be annexed is reflected in the attached map and further described in the legal description associated with the map; and

WHEREAS, the public health, safety, and welfare will be promoted by the proposed annexation;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE KANE COUNTY BOARD OF COMMISSIONERS, IN AND FOR KANE COUNTY, STATE OF UTAH, AS FOLLOWS:

WHEREAS, a Notice of Intent was published and a public hearing was held in accordance with §17D-1-206; and

WHEREAS, no adequate protests were filed under § 17D-1-208, and the Commission finds that public health, convenience, and necessity require the creation of the District for municipal type fire services; and

WHEREAS, authority for this resolution is found in Utah Code §§ 17-53-201, 17D-1-201 et seq., and 17D-1-401 et seq.;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF KANE COUNTY, UTAH, AS FOLLOWS:

1. The Church Wells Special Service District ("District") is hereby expanded pursuant to

Utah Code §17D-1-101 et seq; the expanded area is for purposes of fire protection only.

- 2. The District shall provide for municipal level fire protection services.**
- 3. The boundaries of the District are described in Exhibit A (legal description and map), incorporated herein by reference.**
- 4. The District may establish service fees per § 17D-1-103(2)(o). No property tax levy shall be imposed without adhering to Utah state code .**
- 5. This Resolution is effective immediately upon adoption.**

ADOPTED this day of ,
2025.

ATTEST:

Kane County Clerk

**BOARD OF COMMISSIONERS
KANE COUNTY, UTAH**

Commissioner Meyeres voted:

Commissioner Kubeja voted:

Commissioner Brown voted:

ANNEXATION MAP
CHURCH WELLS SITE

KANE COUNTY, U. S.
SALT LAKE BASE & MERIDIAN

**ANNEXATION MAP
CHURCH WELLS SSD**

KANE COUNTY, UT

The purpose of this survey was to show the annexation boundary for the Church Hill Special Service District. The boundary for the towns described below was not physically located on the ground but were corners actually set. Line data shown on the annexed plot were based on Ham County GIS data. The basis of surveying for this survey is the UTM StatePlane coordinate system. South Zone

Thomas W. Ament, Ph.D. #366197 Date _____

55000

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ITEM # 8

Public Hearing Regarding Kane County
Ordinance No. O 2025-34 and O 2025-35

ITEM # 9

Kane County Ordinance No. O 2025-34 an Ordinance
Vacating Four Seven and a Half Foot Public Utility
Easements in the Strawberry Valley Estates Subdivision
Unit 4

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: October 14, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-34 Termination of Easements: Polnisch

Public Hearing: Yes

Description: An Ordinance vacating four (4) 7.5-foot public utility easements by ordinance 2025-34; located in Strawberry Valley Estates, Unit 4, Lots 44, 45, and 46; submitted by Brent Carter, New Horizon Engineering, holding power of attorney.

Attachments: O-2025-34

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:



Administrative Land Use Staff Report

DATE: Wednesday, October 8, 2025, at 4:00 p.m.

The **Kane County Administrative Land Use Authority** (ALUA) met in the **Land Use Office** located at the Kane County Courthouse, 76 N. Main Street, Kanab, Utah. During this meeting, the ALUA **approved** the full boundary adjustment application and recommended Ordinance 2025-34 vacating four (4) 7.5 Public Utility Easements to the Kane County Commissioners based on the findings outlined in **Utah State Code §17-27a-522, 17-27a-603 and 609.5 and 57-1-4.5**. The application complies with all applicable land use regulations, land use decisions, and development standards that were in effect at the time the complete application was submitted.

Findings:

- There is **no compelling, countervailing public interest** that would prevent approval of the application or otherwise jeopardize the public interest.
- The application **meets the requirements** set forth in the **Kane County Land Use Ordinance** regarding full boundary adjustments.
- Utah Code §17-27a-609.5:
 - a) good cause exists for the vacation; and b) the public interest or any person will not be materially injured by the proposed vacation. All public utility providers signed termination agreements.

Approval:

The application for a full boundary adjustment submitted on behalf of James R. and Susan Farney-Polnisch, combining lots 44, 45 and 46 into new lot 46, totaling 2.66 acres, located in Strawberry Valley Estates Subdivision, Unit 4, Kane County, Utah, is hereby approved.

For reference, Kane County Land Use Ordinances are available at:

🔗 <https://codelibrary.amlegal.com/codes/kanecountyut/latest/overview>

Shannon McBride

Administrative Land Use Authority

Date: _____

Kane County Land Use Department

Land Use Authority

76 North Main Street

Kanab, Utah 84741

📞 (435) 644-4966

✉️ smcbride@kane.utah.gov

KANE COUNTY ORDINANCE NO. O-2025-34

**AN ORDINANCE VACATING FOUR SEVEN AND A HALF FOOT PUBLIC UTILITY
EASEMENTS IN THE STRAWBERRY VALLEY ESTATES SUBDIVISION UNIT 4**

WHEREAS, the Kane County Administrative Land Use Authority and the Kane County Board of Commissioners desire to vacate four 7.5-foot public utility easements from old lots 44, 45 and 46 which are being combined into new lot 46 by a full boundary adjustment in the Strawberry Valley Estates Subdivision Unit 4; and

WHEREAS, the proposed full boundary adjustment complies with Utah Code §17-27a-522, 609.5, and Utah Code 57-1-45.5 and 17-23-17; and

WHEREAS, the Kane County Administrative Land Use Authority has found good cause to vacate the four 7.5-foot public utility easements; and

WHEREAS, Utah Code §17-27a-609.5: a) good cause exists for the vacation; and b) the public interest or any person will not be materially injured by the proposed vacation. All public utility providers signed termination agreements; and

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

WHEREAS, the Kane County Board of Commissioners finds it in the public interest to implement the proposed amendment and vacate the four 7.5-foot public utility easements; and

NOW THEREFORE, the legislative body the Board of Commissioners of Kane County, State of Utah, hereby ordains as follows:

Section 1. Vacation of Utility Easement.

The four 7.5-foot public utility easements located in between old lots 44, 45 and 46 becoming new lot 46 are hereby vacated.

Section 2. Legal Description.

The affected property is located in the SE1/4 of Section 20 Township 38 South, Range 7 West, Salt Lake Base and Meridian, Kane County, Utah. The full legal description is included on the amended plat, which shall be recorded along with this ordinance in the Kane County Recorder's Office.

Section 4. Effective Date.

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

Section 5. Publication.

The Kane County Clerk is hereby directed to publish a short summary of this Ordinance,

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

End of Ordinance.

ADOPTED this _____ day of _____, 2025.

Commissioner Brown voted
Commissioner Kubeja voted
Commissioner Meyeres voted

Notarization of Kane County O-2025-34

COUNTY:
Kane County, a political subdivision of the State
of Utah

By: _____

Chair, Kane County Commission

State of Utah)

§

County of _____)

On this _____ day of _____, in the year _____, before me, _____, personally appeared
day month year notary public name

_____, proved to me through satisfactory evidence of
name of document signer

identification, which was _____ to be the person whose name is signed on the
form of identification

preceding or attached document in my presence.

(Notary signature)

ITEM # 10

Kane County Ordinance No. O 2025-35 an Ordinance
Vacating Eight Seven and a Half Foot Public Utility
Easements in the Zion View Mountain Estates Subdivision
Unit "E"

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: October 14, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-35 Termination of Easements: Neal

Public Hearing: Yes

Description: An Ordinance vacating eight (8) 7.5-foot public utility easements by ordinance 2025-35, in Zion View Mountain Estates, Unit E Lots 118, 119, 125 and 126; submitted by Brent Carter, New Horizon Engineering, holding power of attorney

Attachments: O-2025-35

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:



Administrative Land Use Staff Report

DATE: October 8, 2025, at 4:00 p.m.

The **Kane County Administrative Land Use Authority** (ALUA) met in the **Land Use Office** located at the Kane County Courthouse, 76 N. Main Street, Kanab, Utah. During this meeting, the ALUA **approved** the full boundary adjustment application and recommended Ordinance 2025-35, vacating eight (8) 7.5 Public Utility Easements, to the Kane County Commissioners based on the findings outlined in **Utah State Code §17-27a-522, 17-27a-603 and 609.5, Utah Code 57-1-4.5**. The application complies with all applicable land use regulations, land use decisions, and development standards that were in effect at the time the complete application was submitted.

Findings:

- There is **no compelling, countervailing public interest** that would prevent approval of the application or otherwise jeopardize the public interest.
- The application **meets the requirements** set forth in the **Kane County Land Use Ordinance** regarding full boundary adjustments.
- Utah Code §17-27a-609.5:
 - a) good cause exists for the vacation; and b) the public interest or any person will not be materially injured by the proposed vacation. All public utility providers signed termination agreements.

Approval:

The application for a full boundary adjustment submitted on behalf of Aaron and Andrea Neal, combining lots 118, 119, 125 and 126 into new lot 118, totaling 1.95 acres, located in Zion View Mountain Estates, Unit E, Kane County, Utah, is hereby approved.

For reference, Kane County Land Use Ordinances are available at:

🔗 <https://codelibrary.amlegal.com/codes/kanecountyut/latest/overview>

Shannon McBride

Administrative Land Use Authority

Date: _____

Kane County Land Use Department

Land Use Authority

76 North Main Street

Kanab, Utah 84741

📞 (435) 644-4966

✉️ smcbride@kane.utah.gov

KANE COUNTY ORDINANCE NO. O-2025-35

AN ORDINANCE VACATING EIGHT SEVEN AND A HALF FOOT PUBLIC UTILITY EASEMENTS IN THE ZION VIEW MOUNTAIN ESTATES SUBDIVISION UNIT "E"

WHEREAS, the Kane County Administrative Land Use Authority and the Kane County Board of Commissioners desire to vacate eight 7.5-foot public utility easements from old lots 118, 119, 125 & 126 which are being combined into new lot 118 by a full boundary adjustment in the Zion View Mountain Estates Subdivision Unit "E"; and

WHEREAS, the proposed full boundary adjustment complies with Utah Code §17-27a-522, 609.5, and Utah Code 57-1-45.5 and 17-23-17; and

WHEREAS, the Kane County Administrative Land Use Authority has found good cause to vacate the eight 7.5-foot public utility easements; and

WHEREAS, Utah Code §17-27a-609.5: a) good cause exists for the vacation; and b) the public interest or any person will not be materially injured by the proposed vacation. All public utility providers signed termination agreements; and

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

WHEREAS, the Kane County Board of Commissioners finds it in the public interest to implement the proposed amendment and vacate the eight 7.5-foot public utility easements; and

NOW THEREFORE, the legislative body the Board of Commissioners of Kane County, State of Utah, hereby ordains as follows:

Section 1. Vacation of Utility Easement.

The two 7.5-foot public utility easements located in between old lots 118 and 119 and two 7.5 PUE easements between lot 118 and 126 and two 7.5 PUE between lots 126 and 125 and two 7/5 PUE between lots 125 and 119 becoming new lot 118 are hereby vacated.

Section 2. Legal Description.

The affected property is located in the SE1/4 of Section 2 Township 39 South, Range 8 West, Salt Lake Base and Meridian, Kane County, Utah. The full legal description is included on the amended plat, which shall be recorded along with this ordinance in the Kane County Recorder's Office.

Section 4. Effective Date.

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

Section 5. Publication.

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

End of Ordinance.

ADOPTED this _____ day of _____, 2025.

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

Ordinance 2025-35

COUNTY:

Kane County, a political subdivision of the State
of Utah

By: _____

Chair, Kane County Commission

State of Utah)

§

County of _____)

On this _____ day of _____, in the year _____, before me, _____, personally appeared
day month year notary public name

_____, proved to me through satisfactory evidence of
name of document signer

identification, which was _____ to be the person whose name is signed on the
form of identification

preceding or attached document in my presence.

(Notary signature)

ITEM # 11

**Kane County Ordinance No. O 2025-32 an Ordinance
Amending the Zoning of Lot 45-33 in the Strawberry
Valley Estates Subdivision Unit No. 4 Residential ½ to
Residential 1**

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: October 14, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-32 Zone Change: Shapiro

Public Hearing: No

Description: An application to consider a proposed zone change from Residential ½ (R ½) to Residential 1 (R-1) for Parcel 45-33, containing approximately 1 acre, located in the Strawberry Valley Estates Unit 4 Subdivision, Kane County, Utah. The application has been submitted by Daniel R Shapiro and will be considered under Ordinance No. 2025-32.

P&Z voted unanimously to recommend approval of this zone change

Attachments: O-2025-32

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:



KANE COUNTY LAND USE AUTHORITY

Shannon McBride
LAND USE AUTHORITY
ADMINISTRATOR

Staff Report

DATE: September 18, 2025

To: Planning Commission
From: Shannon McBride, Land Use Administrator
Subject: Project # 25052: Zone Change Application, R-1/2 to R-1, Ordinance O-2025-32
Lot 45-33 consisting of 1.0 acre

HEARING NOTIFICATION: Utah State Code 17-27a-205 and 17-27a-209

- Mailed to property owners within 500 feet of the subject area.
- Posted on the Utah State and Kane County's public websites.
- A public notice was posted in two public locations.
- A notification sign was posted on the lot.

REQUEST:

On September 10, 2025, Daniel Shapiro, submitted a zone change application for lot 45-33, 1265 East Cessna Street Strawberry Valley Estates Subdivision, Unit 4, Kane County, Utah, requesting to rezone from Residential 1/2 (R-1/2) to Residential 1 (R-1). The intended use is to preserve all possible land use for the future within Kane County rules.

LEGAL DESCRIPTION: ALL OF NEW LOT 33 AMENDED PLAT OF LOTS 32 & 33 STRAWBERRY VALLEY ESTATES UNIT 4.

FACTS & FINDINGS:

Lot Characteristics

- Lot 45-33 meets the minimum acreage required to be zoned R-1.
- The lot is currently zoned R-1/2.
- The owner requests the lot be zoned R-1 which requires a zone change.
- Surrounding lots are zoned R-1/2.

- All property owners within 500 ft. of this lot have been mailed a public notice, and a sign has been posted on the lot.
- The lot would gain access from Cessna Street or Airplane Drive.
- **9-6A-1: PURPOSE:** To provide for residential neighborhoods of a rural character together with a limited number of livestock for the benefit and enjoyment of the residents. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)
- **KCLUO 9-11-2:** A. The size of the guest home shall be as follows:

Zone	Size
R-1	50% of the principal dwelling
R-2	75% of the principal dwelling
R-5	The square footage shall be not greater than the principal dwelling

- **Utah Code 17-27a-302: Kane County General Plan, Preamble:** Given these basic premises, the Kane County Commission will use this Plan to guide land use decisions for the county. Where decisions regarding property rights versus property values are being made, deference shall be given to property rights. This Plan will ensure that present and future residents and visitors to Kane County will be housed under safe, sanitary, and attractive conditions. Land uses in the unincorporated county will reflect the intent of the Commission to expect intensive, urban-scale uses and to provide self-supported basic services without county financial support.
- **Kane County General Plan, Pg. 6 Land Use Goals** Unincorporated land uses will remain at densities which can be adequately serviced and which retain the qualities of a rural, open setting with uses not typically found in a town or city. Residential Land Uses Goal #1: To provide for residential areas that support and complement the unique rural quality and character of Kane County. Objective: Minimum allowable densities in unincorporated zoning districts will be determined by the land use ordinance.
- If the zone change is approved the uses contained in the R-1 uses table will be allowed.

9-6A-4: MODIFYING REGULATIONS:

- Animals And Fowl: No building, structure or enclosure housing animals or fowl shall be constructed closer to a dwelling on adjacent lots closer than twenty five feet (25').
- Accessory Building Side Yard: Accessory buildings located at least ten feet (10') behind the main building may have a three foot (3') side yard requirement except that the street side of a corner lot shall be a minimum of thirty feet (30') for all buildings.
- Accessory Building Rear Yard: Accessory building located at least ten feet (10') behind the main building may have a rear yard of three feet (3') provided that a corner lot rearing on a side yard of another lot, the minimum rear yard for all buildings shall be eight feet (8').
- Water And Sewer: Individual water supply and/or sewage disposal systems shall be subject to the approval of the department of health.
- Manufactured Homes: A manufactured home shall meet all county snow loads at the time of siting and less than ten (10) years old shall meet all snow loads and energy codes at the time of siting. If older than ten (10) years, manufactured home must be inspected and approved by the Kane County building department.
- Allowable Numbers Of Household Pets: Private holding and ownership of up to a maximum number of animals in a given land use (zoning) area as shown below; without a conditional use permit.

1. R-½ may house a maximum of six (6) household pets. (Please note: As of February 22, 2022 Kane County will no longer accept new lots designated with the R-½ Zone. The R-½ will remain in Modifying Regulations for administrative purposes only.)

2. R-1 may house a maximum of six (6) household pets.
3. R-2 may house a maximum of twelve (12) household pets.
4. R-5 may house a maximum of fifteen (15) household pets.

G. Livestock: The keeping of livestock for personal use is permitted, except that no more than one large animal, or no more than ten (10) small farm animals weighing fifty (50) pounds each or less, may be kept for each six thousand two hundred fifty (6,250) square feet of area dedicated for each animal not to exceed a maximum of ten (10) large animals on any lot.

H. Number of Dwellings Allowed per Lot or Parcel: No more than two single-family dwellings allowed per lot or parcel in Residential 1, 2 and 5 zones. Only 1 single-family dwelling is allowed in the Residential ½ zone.

I. Short Term Or Vacation Rental: In the event that there is more than one dwelling on a single lot that may be considered a short term rental or vacation rental as defined in section [9-1-7](#) of this title only one renting of those dwellings may be used as a short term rental or vacation rental, except in the R-2 and R-5 Zones where a conditional use permit can be applied for to allow a second nightly/short term rental.

J. Private Cemeteries within a subdivision shall have a sealed concrete vault. A permanent marker will be placed on each individual grave site. The cemetery shall be 50 feet from any property line. The cemetery's legal description shall be recorded in the Recorder's Office. No green burials are allowed within platted subdivisions. Green burials will only be allowed on 10-acre or larger parcels. No more than two burial plots will be allowed on each individual lot within a platted subdivision, except in the R-5 zone which allows a maximum of five plots. No plots will be sold commercially. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013; amd. Ord. 2014-15, 7-28-2014; Ord. O-2019-5, 4-22-2019; amd. Ord. O-2022-06, 3-22-2022; Ord. O-2022-18, 4-26-2022; Ord. O-2022-60, 11-22-2022; Ord. O-2023-31, 9-26-2023)

9-6A-5: CODES AND SYMBOLS:

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

A. In section [9-6A-6](#) of this article is a table describing uses of land or buildings that are allowed in the zone as shown. Permitted uses are indicated by a "P" in the appropriate column. Uses that may be permitted by a conditional use permit issued by the Land Use Authority are indicated by a "C" in the appropriate column. If a use is not allowed in a given zone, it is either not named in the use list or it is indicated in the appropriate column by a dash, "-".

B. Any use not named in this table which may be considered harmonious with the zone and current allowed uses can be considered for proposed inclusion into this chapter by the Kane County Land Use Authority in a public hearing and approval of the County Commission. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013; amd. Ord. 2014-16, 8-25-2014; amd. Ord. O-2022-06, 3-22-2022)

9-6A-6: USES TABLE:

Use	R-½	R-1	R-2	R-5			
				R-½	R-1	R-2	R-5
Accessory buildings and uses customarily incidental to conditional uses				C	C	C	C
Accessory buildings and uses customarily incidental to permitted uses				P	P	P	P
Accredited private educational institution having a curriculum similar to that ordinarily given in public schools				C	C	C	C
Animal shelter, commercial				-	-	C	C
Animal shelter, private				P	P	P	P
Apartments				-	-	-	-

	C	P	P	P
Assisted living buildings				
Barndominium	-	P	P	P
Bed and breakfast	-	-	C	C
Building with a height greater than 35 feet	C	C	C	C
Campground/glamp-ground	-	-	-	-
Cemetery private	C	C	C	C
Child daycare or nursery	C	C	C	C
Church	C	C	C	C
Commercial construction, storage yard	-	-	-	C
Condos	-	-	-	-
Construction equipment and supply trailer, temporary	C	C	C	C
Construction field office, temporary	C	C	C	C
Duplex (one per lot or parcel)	-	C	P	P
Electrical power substation or overhead lines with base structure greater than 70 feet in height	C	C	C	C
Group home ¹	P	P	P	P
Guest home	-	P	P	P
Home occupation	P	P	P	P
Internal Accessory Dwelling Unit (IADU)	P	P	P	P
Kennel and/or catteries (private)	P	P	P	P
Livestock	P	P	P	P
Lodges, residential	-	-	-	C
Park models	-	-	-	-
Personal agriculture, the tilling of the soil, the raising of crops, horticulture, and gardening, personal	P	P	P	P
Planned unit developments	C	C	C	C
Private road	P	P	P	P
Public parks and playground	P	P	P	P
Public, quasi-public, and private service utility lines, pipelines, power lines overhead lines with base structure over 70 feet	P	P	P	P
Recreational vehicle park	-	-	-	-
Residential facilities	P	P	P	P
Residential facilities for persons with disabilities ¹	P	P	P	P
Residential facilities for the elderly ¹	P	P	P	P
Single family dwelling (1 per lot or parcel)	P	P	P	P
Solar panels attached to a residential home producing less than 25 kW of energy	P	P	P	P
Temporary buildings for uses incidental to construction work, including living quarters for a guard, night watchman or family, which buildings must be removed upon completion or abandonment of the construction work	P	P	P	P
Townhomes	-	-	-	-

Vacation rental and/or short term rental (one per lot or parcel)	P	P	P	P
Vacation rental and/or short term rental (two per lot or parcel)	I	I	C	C

CONCLUSION:

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

1. Alignment with the Kane County General Plan and its provisions for residential use.
2. The applicant's property rights and the potential impact on neighboring properties.
3. Compatibility with surrounding zoning designation.
4. Adherence to the purpose and allowed uses of the R-1 Zone.

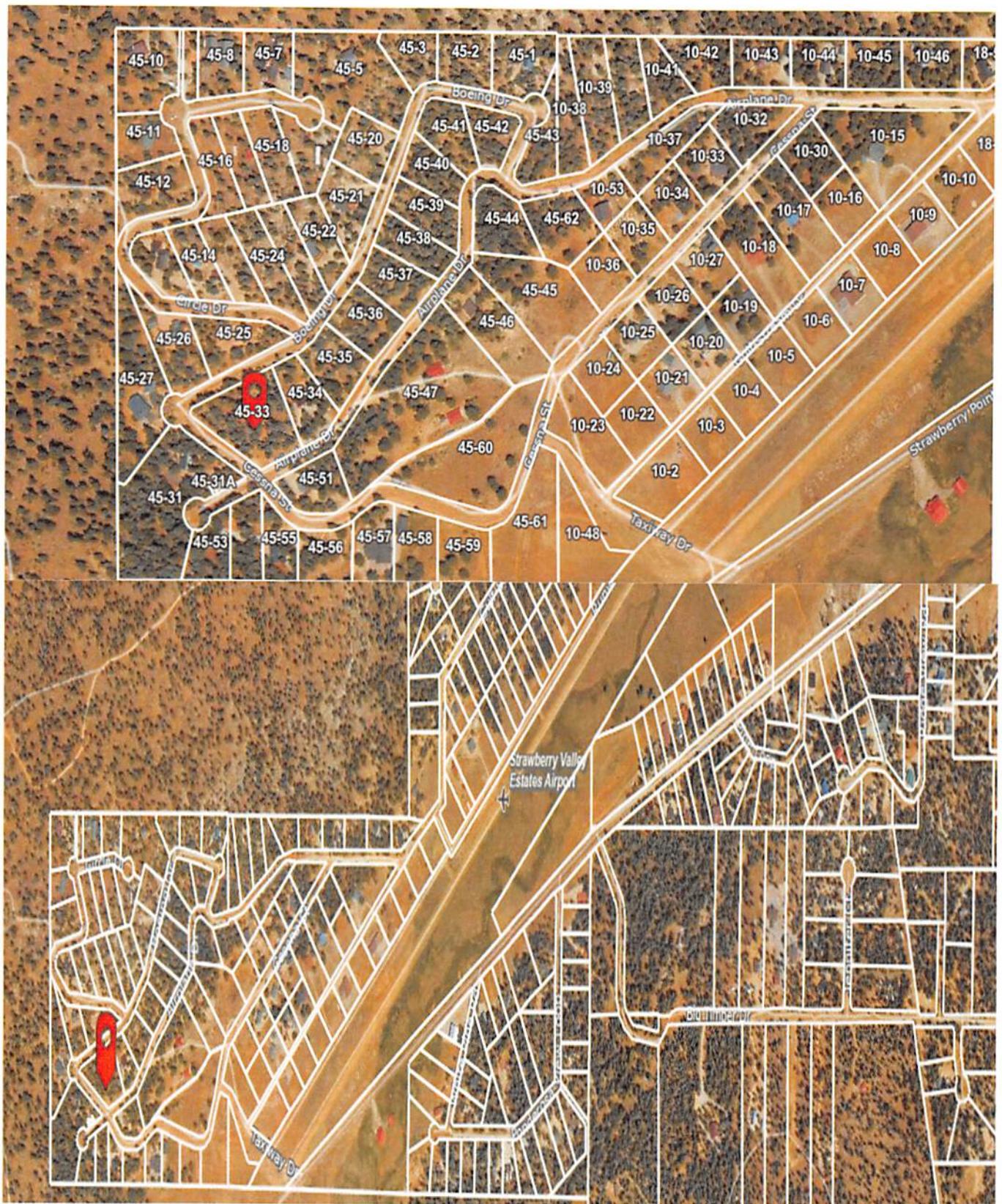
STAFF RECOMMENDATION: All requirements per Utah Code requirements and Kane County Land Use Ordinance are in order for lot 45-33 to be rezoned to R-1.

Given these considerations, a recommendation should balance Kane County's best interests, future planning objectives, and private property rights. If the zone change amendment is adopted, R-1 zoning regulations will apply as outlined in the Kane County Land Use Ordinance as stated above.

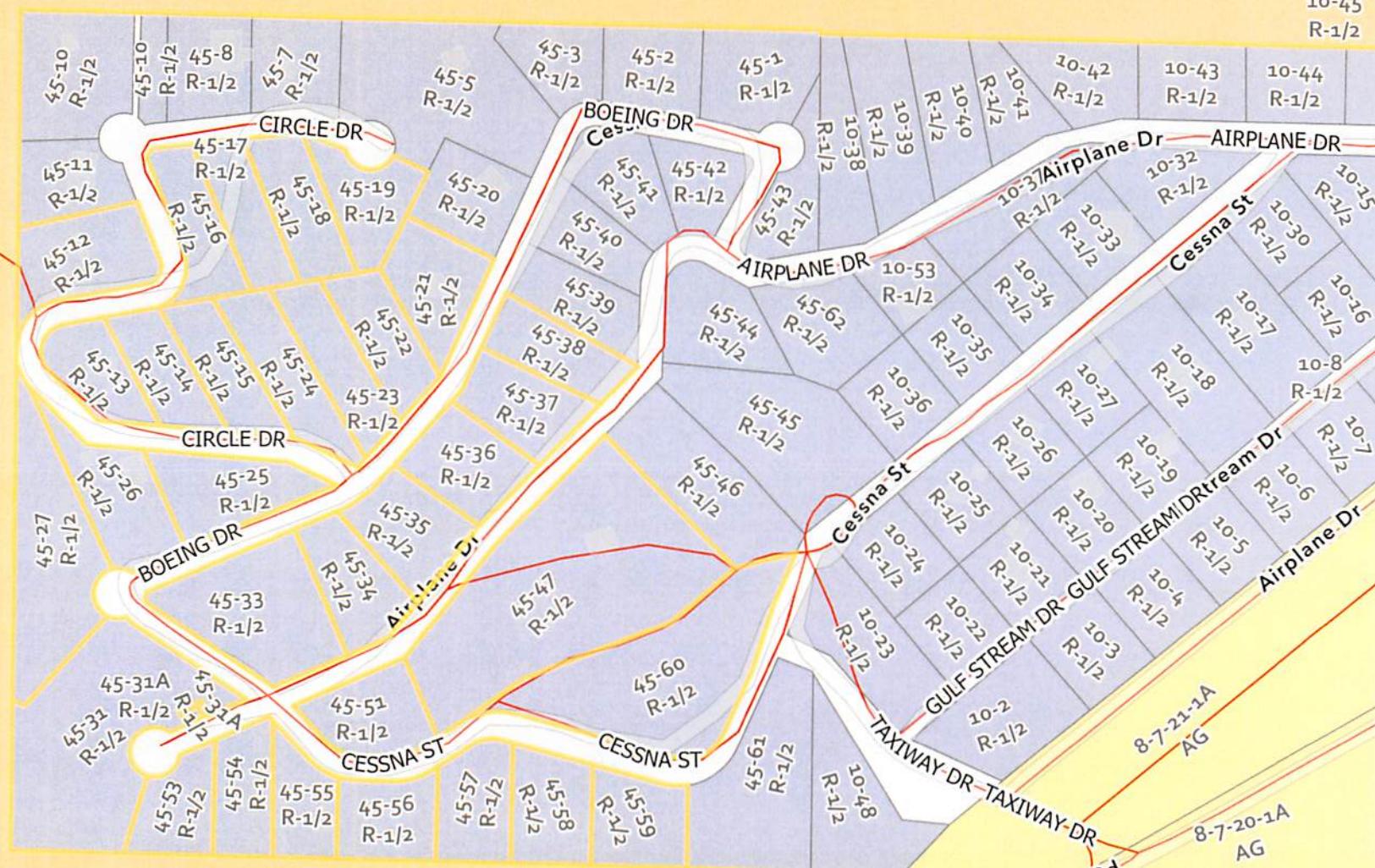
LEGAL CONTEXT

Because zoning ordinances are in derogation of a property owner's common-law right to unrestricted use of his or her property, provisions therein restricting property uses should be strictly construed, and provisions permitting property uses should be liberally construed in favor of the property owner; Patterson v. Utah County Bd. of Adjustment, 893 P.2d 602, 606 (UT App 1995)

MOTION: I move to recommend approving/denying the zone change for lot 45-33 from R-1/2 to R-1 & Ordinance O-2025-32 to the County Commission based on the facts and findings as documented in the staff report.



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Shannon McBride | Land Use Administrator | e-mail: smcbride@kane.utah.gov



KANE COUNTY ORDINANCE NO. O 2025-32

**AN ORDINANCE AMENDING THE ZONING OF LOT 45-33
IN THE STRAWBERRY VALLEY ESTATES SUBDIVISION UNIT NO. 4
RESIDENTIAL 1/2 TO RESIDENTIAL 1**

WHEREAS, the Kane County Planning Commission, after due and legal notice, held a public hearing on October 8, 2025, and forwarded a recommendation to the Kane County Commission regarding this ordinance; and

WHEREAS, the Kane County Board of Commissioners finds that said zone change is in accordance with the Kane County Land Use Ordinance 9-6A-1: PURPOSE: To provide for residential neighborhoods of a rural character together with a limited number of livestock for the benefit and enjoyment of the residents. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

WHEREAS, the Kane County Commission has reviewed the proposed ordinance, the staff report, the Planning Commission recommendation, and finds the amendment to be in the best interest of the public health, safety, and welfare; and

WHEREAS, the statutory authority for enacting this ordinance is Utah State Code Sections §17-27a-201-202 &205, and 17-27a-503;

WHEREAS, the Kane County Planning Commission and Kane County Board of Commissioners desire to implement the recommended zone change to lot 45-33, from Residential 1/2 to Residential 1;

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

LEGAL DESCRIPTION: ALL OF NEW LOT 33 AMENDED PLAT OF LOTS 32 & 33 STRAWBERRY VALLEY ESTATES UNIT 4.

Is hereby rezoned from Residential 1/2 to Residential 1 and shall from here forth be zoned Residential 1.

Section 1. 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 2. Effective Date

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

Section 3. 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 14th day of October, 2025.

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

STATE OF UTAH
§
COUNTY OF KANE §

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known or identified to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

Residing at: _____
My Commission Expires: _____

ITEM # 12

Kane County Ordinance No. O 2025-33 an
Ordinance Amending the Zoning of Parcel
8-6-12-6 in the Proximity of Long Valley Estates
Subdivision from Agriculture to Residential 5

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: October 14, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-33 Zone Change: Damm

Public Hearing: No

Description: An application to consider a proposed zone change from Agriculture (AG) to Residential 5 (R-5) for Parcel 8-6-12-6, containing approximately 22.4 acres, located near the Long Valley Estates Subdivision, Kane County, Utah. The application has been submitted by Gary Gilbert Damm & Dawn Marie Damm and will be considered under Ordinance No. 2025-33.

P&Z voted unanimously to recommend approval of this zone change.

Attachments: O-2025-33

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:



KANE COUNTY LAND USE AUTHORITY

Shannon McBride
LAND USE AUTHORITY
ADMINISTRATOR

Staff Report

DATE: September 18, 2025

To: Planning Commission
From: Shannon McBride, Land Use Administrator
Subject: Project # 25051: Zone Change Application, AG to R-5, Ordinance O-2025-33
Parcel 8-6-12-6 consisting of 22.40 acres

HEARING NOTIFICATION: Utah State Code 17-27a-205 and 17-27a-209

- Mailed to property owners within 500 feet of the subject area.
- Posted on the Utah State and Kane County's public websites.
- A public notice was posted in two public locations.
- A notification sign was posted on the lot.

REQUEST:

On September 8, 2025, Gary and Dawn Damm, submitted a zone change application for parcel 8-6-12-6, in the vicinity of the Long Valley Estates Subdivision in Kane County, Utah, requesting to rezone from Agricultural to Residential 5 (R-5). The intended use is to subdivide the parcel into 2 lots.

LEGAL DESCRIPTION: THAT PORTION OF THE NW/4SE/4 OF SEC 12 T38S R6W SLB&M LYING OUTSIDE THE BOUNDS OF LONG VALLEY ESTATES SUBDIVISION.

LESS & EXCEPTING THEREFROM THE FOLLOWING DESC PROPERTY BELONGING TO DL COWAN ETUX: BEG AT THE SE COR OF LOT 11 BLOCK "G" LONG VALLEY ESTATES SUBDIVISION & RUN TH S 33°54'23" E 238.14 FT; TH S 38°15'12" W 1030.48 FT TO THE NE COR OF LOT 15 BLOCK "G" OF SAID SUBDIVISION; TH N 17°22'57" W 814.41 FT TO THE SW COR OF LOT 6 BLOCK "G" OF SAID SUBDIVISION; TH N 72°56'35" E 782.91 FT TO THE PT OF BEG. CONT 22.4 AC

FACTS & FINDINGS:

Lot Characteristics

- Parcel 8-6-12-6 meets the minimum acreage required to be zoned R-5.

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Shannon McBride | Land Use Administrator | e-mail: smcbride@kane.utah.gov

- The lot is currently zoned AG.
- The owner requests the lot be zoned R-5 which requires a zone change.
- Surrounding lots are zoned R-1/2, AG and R-5.
- All property owners within 500 ft. of this lot have been mailed a public notice, and a sign has been posted on the lot. (I received one email against the zone change)
- The lots would gain access from Apache Drive.
- **Agricultural 9-5A-1: PURPOSE:** To preserve appropriate areas for permanent and temporary agricultural and open space areas as defined herein. Uses normally and necessarily related to agriculture are permitted as set forth in the use matrix below and uses adverse to the continuance of agricultural activity are discouraged in general and specifically prohibited only as set forth herein. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)
- **Residential 9-6A-1: PURPOSE:** To provide for residential neighborhoods of a rural character together with a limited number of livestock for the benefit and enjoyment of the residents. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)
- **Utah Code 17-27a-302: Kane County General Plan, Preamble:** Given these basic premises, the Kane County Commission will use this Plan to guide land use decisions for the county. Where decisions regarding property rights versus property values are being made, deference shall be given to property rights. This Plan will ensure that present and future residents and visitors to Kane County will be housed under safe, sanitary, and attractive conditions. Land uses in the unincorporated county will reflect the intent of the Commission to expect intensive, urban-scale uses and to provide self-supported basic services without county financial support.
- **Kane County General Plan, Pg. 6 Land Use Goals** Unincorporated land uses will remain at densities which can be adequately serviced and which retain the qualities of a rural, open setting with uses not typically found in a town or city. Residential Land Uses Goal #1: To provide for residential areas that support and complement the unique rural quality and character of Kane County. Objective: Minimum allowable densities in unincorporated zoning districts will be determined by the land use ordinance.
- If the zone change is approved the uses contained in the R-5 uses table will be allowed.

CONCLUSION:

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

1. Alignment with the Kane County General Plan and its provisions for residential use.
2. The applicant's property rights and the potential impact on neighboring properties.
3. Compatibility with surrounding zoning designation.
4. Adherence to the purpose and allowed uses of the R-5 Zone.

STAFF RECOMMENDATION: All requirements per Utah Code and Kane County Land Use Ordinance are in order for parcel 8-6-12-6 to be rezoned to R-5.

Given these considerations, a recommendation should balance Kane County's best interests, future planning objectives, and private property rights. If the zone change amendment is adopted,

R-5 zoning regulations will apply as outlined in the Kane County Land Use Ordinance as stated above.

LEGAL CONTEXT

Because zoning ordinances are in derogation of a property owner's common-law right to unrestricted use of his or her property, provisions therein restricting property uses should be strictly construed, and provisions permitting property uses should be liberally construed in favor of the property owner; Patterson v. Utah County Bd. of Adjustment, 893 P.2d 602, 606 (UT App 1995)

MOTION: I move to recommend approving/denying the zone change for parcel 8-6-12-6 from AG to R-5 & Ordinance O-2025-33 to the County Commission based on the facts and findings as documented in the staff report.



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Shannon McBride | Land Use Administrator | e-mail: smcbride@kane.utah.gov

KANE COUNTY ORDINANCE NO. O 2025-33

**AN ORDINANCE AMENDING THE ZONING OF PARCEL 8-6-12-6
IN THE PROXIMITY OF LONG VALLEY ESTATES SUBDIVISION FROM
AGRICULTURAL TO RESIDENTIAL 5**

WHEREAS, the Kane County Planning Commission, after due and legal notice, held a public hearing on October 8, 2025, and forwarded a recommendation to the Kane County Commission regarding this ordinance; and

WHEREAS, the Kane County Board of Commissioners finds that said zone change is in accordance with the Kane County Land Use Ordinance 9-6A-1: PURPOSE: To provide for residential neighborhoods of a rural character together with a limited number of livestock for the benefit and enjoyment of the residents. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

WHEREAS, the Kane County Commission has reviewed the proposed ordinance, the staff report, the Planning Commission recommendation, and finds the amendment to be in the best interest of the public health, safety, and welfare; and

WHEREAS, the statutory authority for enacting this ordinance is Utah State Code Sections §17-27a-201-202 &205, and 17-27a-503;

WHEREAS, the Kane County Planning Commission and Kane County Board of Commissioners desire to implement the recommended zone change to parcel 8-6-12-6, from Agricultural to Residential 5;

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

LEGAL DESCRIPTION: THAT PORTION OF THE NW/4SE/4 OF SEC 12 T38S R6W SLB&M LYING OUTSIDE THE BOUNDS OF LONG VALLEY ESTATES SUBDIVISION.
LESS & EXCEPTING THEREFROM THE FOLLOWING DESC PROPERTY BELONGING TO DL COWAN ETUX: BEG AT THE SE COR OF LOT 11 BLOCK "G" LONG VALLEY ESTATES SUBDIVISION & RUN TH S 33°54'23" E 238.14 FT; TH S 38°15'12" W 1030.48 FT TO THE NE COR OF LOT 15 BLOCK "G" OF SAID SUBDIVISION; TH N 17°22'57" W 814.41 FT TO THE SW COR OF LOT 6 BLOCK "G" OF SAID SUBDIVISION; TH N 72°56'35" E 782.91 FT TO THE PT OF BEG. CONT 22.4 AC

Is hereby rezoned from Agricultural to Residential 5 and shall from here forth be zoned Residential 5.

Section 1. 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 2. Effective Date

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

Section 3. 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 14th day of October, 2025.

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

STATE OF UTAH
§
COUNTY OF KANE §

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known or identified to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

Residing at: _____
My Commission Expires: _____

ITEM # 13

Kane County Ordinance No. O 2025-30 an Ordinance
Revising Kane County Land Use Ordinance Chapter 2
Planning Commission Adding Section 11-Electronic
Meetings

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: October 14, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-30; Chapter 2: Planning Commission

Public Hearing: No

Description: An Ordinance adding electronic meetings into Chapter 2: Planning Commission by inserting, section 11: Electronic Meetings.

P&Z voted unanimously to recommend approval of this ordinance.

Attachments: O-2025-30

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O 2025-30

**AN ORDINANCE REVISING KANE COUNTY LAND USE ORDINANCE
CHAPTER 2 PLANNING COMMISSION ADDING SECTION 11-ELECTRONIC
MEETINGS**

WHEREAS, after a duly noticed public hearing, the Kane County Planning Commission recommended changes to Chapter 2 Planning Commission inserting new section 11 of the Kane County Land Use Ordinance; and

WHEREAS, the Kane County Planning Commission recommends inserting electronic meetings into Chapter 2; 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 2 Planning Commission Section 11 Electronic Meetings 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 §52-4-207; and

WHEREAS, the authority for this ordinance is found in Utah Code §17-27a-205; and

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

Section 1. Ordinance Amendment.

Kane County Code Title 9 Chapter 2 Planning Commission 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.

//

(Insert into chapter 2)

9-2-11: ELECTRONIC MEETINGS

A. Definitions: The following definitions apply to this section. All other words shall carry their normal and natural meaning.

1. **Act:** The Open and Public Meetings Act, Utah Code Title 52, Chapter 4.
2. **Anchor Location:** A location or locations for the public meeting to take place, where interested persons and the public may attend and monitor the open portions of the meeting, and, if public comment is accepted, to participate. At least one anchor location shall be the Commission Chambers at the Kane County Courthouse, unless changed by resolution.
3. **Board:** The Kane County Land Use Authority or Kane County Planning and Zoning Commission.
4. **Electronic Means:** Any system or combination of systems reasonably available to County staff to operate, including telephone, video conferencing platforms (such as Google Meet), or other electronic systems, which allow one or more planning commissioners to participate in a meeting and which permit all planning commissioners to adequately hear each other, and allow the public to attend, monitor, and, if permitted, participate in the meeting.

B. Intent: The intent of this section is to:

1. Allow the greatest reasonable flexibility for Planning Commissioners to participate in meetings by electronic means;
2. Allow the public to attend and participate in open meetings where appropriate; and
3. Ensure full compliance with the Act.

C. Planning Commissioner Participation: Any Planning Commissioner may participate by electronic means at any meeting of the Board by providing reasonable advance notice to the Land Use Administrative Assistant prior to the posting of the agenda.

D. Quorum and Voting: Planning Commissioners participating by electronic means shall be counted toward the quorum requirements of the Act. When a vote is taken, a roll call vote shall be used to ensure clear accountability in the minutes.

E. Public Participation: The public is invited to attend and monitor all open portions of the meeting at the designated anchor location. Public comment shall be accepted in person or via email.

F. Anchor Location and Personnel: For any meeting at which one or more planning commissioners participate by electronic means, the County shall provide adequate personnel and equipment at the anchor location(s) to ensure that the public may attend, monitor, and, if permitted, participate in the meeting. The County will make reasonable efforts to maintain electronic access; however, system availability may be limited during evening hours.

G. ~~Notice Requirements:~~ In addition to the regular notice requirements of the Act:

- ~~1. When one or more Planning Commissioners will participate by electronic means, the Land Use Administrative Assistant shall include that information in the meeting notice posted at the anchor location and on the Utah Public Notice Website at least twenty-four (24) hours in advance of the meeting.~~
- ~~2. Notice shall also be provided to the other Planning Commissioners at least twenty-four (24) hours in advance, including information on how the Planning Commissioner(s) will participate electronically.~~

H. Public Access to Anchor Location: Each anchor location shall have adequate space to allow interested persons and the public to attend and monitor the open portions of the meeting and, if public comment is accepted, to participate.

I. Recording: The Land Use Administrative Assistant shall ensure that all recording and recordkeeping requirements of the Act are met for any meeting at which one or more Commissioners participate electronically.

J. Compliance: No Planning Commissioner may participate, and no meeting may be conducted entirely by electronic means, unless the system used is adequate to fully comply with the Act.

//

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 14th day of October, 2025.

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

STATE OF UTAH
§
COUNTY OF KANE §

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known or identified to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

Residing at: _____
My Commission Expires: _____

(Notary signature)

ITEM # 14

**Kane County Ordinance No. O 2025-36 an Ordinance
Revising the Kane County General Plan Water Use and
Prevention to Include Revisions for Finalization as
Mandated by Utah Code §§ 17-27a-403 and 73-10-32**

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: October 14, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-36; General Plan Chapter 8

Public Hearing: No

Description: An Ordinance amending the Kane County General Plan by adding updates to Chapter 8: Water Use and Prevention.

P&Z voted unanimously to recommend approval of this ordinance.

Attachments: O-2025-36

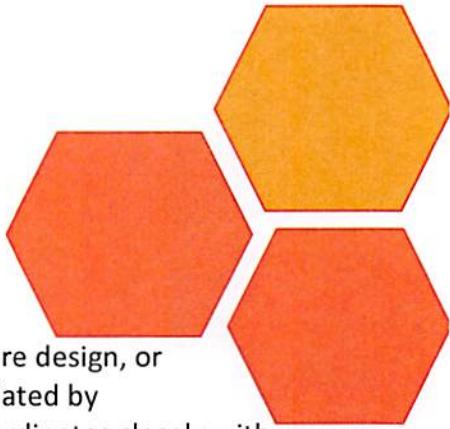
Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

Chapter 8 – Water Use & Prevention



Kane County does not oversee or manage water distribution, infrastructure design, or related costs. All water systems within the county are operated and regulated by independent water companies or special service districts. The County coordinates closely with these providers, as well as with the Utah Department of Environmental Quality and the Utah Division of Water Rights, to ensure proper compliance and collaboration.

Kane County Water Budget

Summary of Current System Capacity

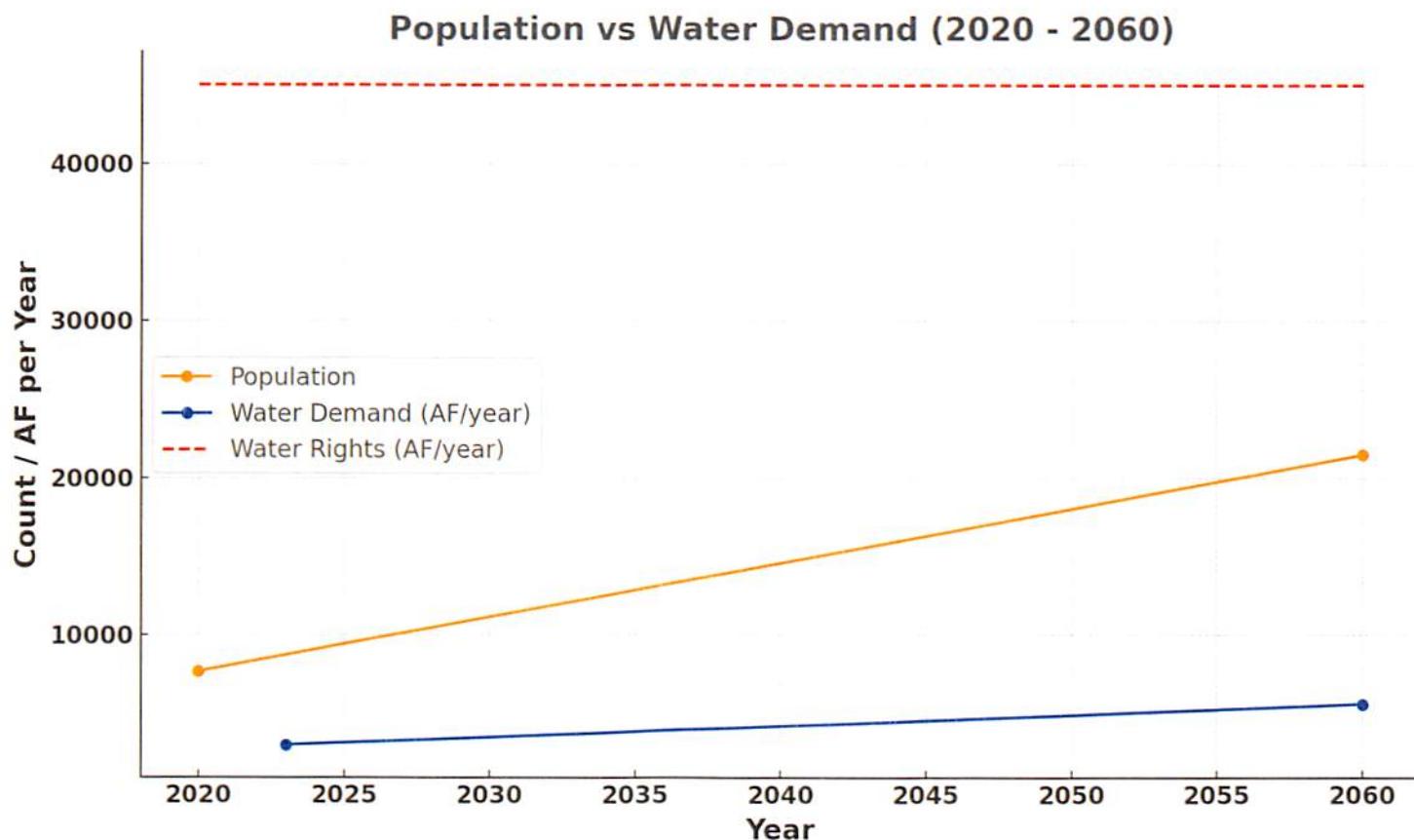
Provider	Current Connections	Storage (Gallons)	Potential Connections	Water Rights (acre-feet)
Best Friends Animal Society	115	246,000	169	0.45/connection (est.)
Church Wells SSD	102	470,000	370	~0.45/connection
East Zion Area (4 systems total)	515	690,000	3,500	0.45/connection
Elk Ridge Water Co.	120	340,000	160	0.45/lot (non-transfer)
Kane County Water Conservancy District SSD	3,575	2.5 million	11,900	>40,000 total
TOTAL (current)	4,427	4.25 million	16,099+	~45,000+ acre-feet

💧 Note: 0.45 acre-feet/connection is the common minimum requirement across providers. Kane County's current average is 0.23 acre-feet/connection.

Projected Future Demand

- Population Growth
 - 2020 Population: 7,667
 - 2060 Projected Population: 21,490
 - Growth: +13,823 people
- Water Usage Rate
 - Current: 233 gallons/capita/day
 - Goal (per Utah state): <305 gallons/capita/day by 2030
 - We'll assume Kane County maintains 233 gallons/capita/day

- Projected Daily Demand by 2060
 - $21,490 \text{ people} \times 233 \text{ gallons per capita per day} = 5,004,170 \text{ gallons}$
 - $(2060 \text{ projected population}) \times (\text{Current usage})$
- Annual Water Demand
 - $5,004,170 \times 365 \approx 1.826 \text{ billion gallons/year}$
 - $(\text{Projected daily demand}) \times (\text{Annual})$
- Convert to Acre-Feet
 - $1.826 \text{ billion gallons/year} \div 325,851 \approx 5,603 \text{ acre-feet/year}$
 - $(\text{Projected annual water demand}) \div (\text{standard hydrological measure for one acre-foot})$



*Population origination point taken from most recent U.S. Census

Countywide Water Budget Summary

Category	Estimate
2023 Water Use	~3,000 acre-feet (based on current population)
2060 Projected Use	~5,600 acre-feet/year
Total County Water Rights	~45,000+ acre-feet (mostly KCWCD)
Surplus Potential	~39,000+ acre-feet (subject to infrastructure)
Existing Storage	~4.25 million gallons
Required Storage (2060)	At least 15–20 million gallons (est.)

The water providers in Kane County have sufficient total water rights to meet projected population demand—but infrastructure and delivery systems must be expanded or improved to make use of it.

Recommendations

1. **Expand Storage:**
 - o Increase regional water tank capacity, especially in high-growth areas like East Zion and Johnson Canyon.
2. **Upgrade Infrastructure:**
 - o Implement SCADA systems, new wells, and distribution upgrades.
3. **Secure Redundant Supply:**
 - o Build reservoirs (e.g. Cove-East Fork, Alton) and invest in recharge projects.
4. **Conservation Measures:**
 - o Strict landscaping ordinances, increased public education.
5. **Monitor Development:**
 - o Link subdivision approvals to confirmed water availability and rights.
6. **Annual Updates:**
 - o Monitor gallons per capita per day and revise projections based on actual growth.

Countywide Water Budget Summary (2025 - 2060 Projection)

Category	Estimate / Value
2023 Estimated Use	~3,000 acre-feet/year
2060 Projected Use	~5,600 acre-feet/year
Total County Water Rights	~45,000+ acre-feet (mostly under KCWCD)
Current Population (2020)	7,667
Projected Population (2060)	21,490

Per Capita Water Use	233 gallons/day (below Utah's 305 Gallons/Capita/Day target)
Daily Demand by 2060	~5.0 million gallons/day
Annual Demand by 2060	~1.826 billion gallons/year
Required Acre-Feet by 2060	~5,600 acre-feet
Surplus Potential	39,000+ acre-feet (subject to infrastructure)
Current Storage Capacity	~4.25 million gallons
Required Storage by 2060	~15–20 million gallons (est.)

Policy and Building Code Recommendations for Water Conservation

Building Code Standards

- Recommend EPA WaterSense-certified fixtures for all new construction
- Encourage low-water landscaping on new developments; restrict turfgrass to <20% of landscaped areas
- Encourage use of drip irrigation for all new landscaped areas
- Require water budgets with all new development applications

Land Use & Planning Policies

- All new developments shall submit a water feasibility letter from their water provider and have approval from the Utah Department of Environmental Quality
- All new developments must ensure their water sources comply with Kane County Land Use Ordinance, Chapter 26: Water Source Protection Zones
- Tie residential and commercial density to confirmed water availability
- Prohibit development in subdivisions lacking secure water infrastructure
- Create a land use ordinance water conservation element

Commercial Requirements

- Mandate water management plans for all commercial/institutional sites >5,000 sq ft landscaped
- Create water conservation recommendations for large projects

Monitoring & Enforcement

- All new developments shall submit water conservation policy into its CC&Rs
- All new developments will meet with the Kane County Land Use Development Committee to assure compliance with water conservation elements
- Recommend that water providers use leak detection systems and make repairs quickly
- Kane County Water Conservancy District will be heavily involved in all new developments to help ensure adherence to water conservation policies

Kane County Efforts

- The Kane County Courthouse has reduced its number of trees and grassy areas to lower overall water consumption
- At the Kane County North Events Center (fairgrounds), grassy areas and new trees were eliminated in the landscaping plans to help showcase water conservation efforts
- At the Kane County Rodeo grounds and Kane County Jail, drought tolerant plants and xeriscaping were implemented for water conservation
- Overall, Kane County continues to actively promote and implement water-wise landscaping practices throughout its facilities

Education & Incentives

- Encourage the water providers to offer rebates for turf removal, efficient appliances, and irrigation upgrades
- Recommend water conservation certification programs for developers
- Meet with all commissioners, realtors and engineers on a yearly basis to educate them on water conservation plans.

Compliance with State

- Align all county water policy with Utah's 14–22% Gallons Per Capita per Day (GPCD) reduction targets
- Adopt a local ordinance based on Utah's Model Landscape Ordinance for consistent enforcement

Recommendations for Water Sustainability

- **Expand Storage:** Add 10–15M gallons capacity over next 35 years
- **Upgrade Infrastructure:** Prioritize SCADA, new wells, leak detection
- **Reservoir Projects:** Cove-East Fork, Alton Reservoir, aquifer recharge
- **Conservation:** native landscaping
- **Policy Enforcement:** Tie subdivision approvals to available water rights

Conclusion

Kane County is well-positioned in terms of available legal water rights to meet future demands. However, infrastructure investments, policy enforcement, and conservation efforts are critical to meet projected 2060 growth sustainably. These policy recommendations will protect the county's water future and preserve quality of life for generations to come.

2023 Hydrogeologic Groundwater Study

Kane County's water resources are dominated by groundwater, as surface water in the region is very limited. A 2023 hydrogeologic study of the Kanab Creek and Johnson Canyon basins – covering over 400,000 acres found that the principal aquifers are the Navajo Sandstone, Lamb Point, and Shinarump formations, which supply most of the county's culinary water. These aquifers receive recharge mainly from precipitation, seepage from streams, and unconsumed irrigation water, with an estimated annual recharge of roughly 47,000 to 58,000 acre-feet. Groundwater movement indicates the two basins are hydraulically connected, and while current supplies are adequate for present and future use, climate change may reduce long-term recharge. Current withdrawals are within sustainable levels, and the aquifers remain viable sources for future development, though more detailed well siting and water rights studies are recommended to guide long-term planning.

Water Systems

Due to the size and nature of Kane County, several separate public and private water systems and irrigation companies provide water. Each system is as unique as the area it services. Kane County does not oversee or manage water distribution, infrastructure design, or related costs.

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

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

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

Best Friends Animal Society (BFAS)

System Overview

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

Water Demand & Usage

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

Conservation Measures

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

System Planning & Coordination

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

Policy & Ordinance Recommendations

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

Next Steps

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

Conclusion

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

Church Wells Special Service District (CWSSD)

System Overview

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

Water Demand & Usage

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

Conservation Measures

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

System Planning & Coordination

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

Policy & Ordinance Updates

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

Next Steps

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

Conclusion

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

East Zion Special Service District (EZSSD)

Collaborative Planning for Sustainable Water Use in the East Zion Area

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

System Overview

The East Zion Special Service District (EZSSD) currently serves 100 water connections and contracts with The Well Company for water delivery. Anticipated developments, including the first phase of Spirit Mountain—a planned unit development (PUD) with 18 lots and several glamping sites—as well as the Little Ponderosa Subdivision, which includes over 273 dry lots managed by Zion Peak Water Company, are expected to contribute more than 50 additional water connections in the near future.

Water Demand & Usage

- Preparing for residential and commercial expansion (e.g., Spirit Mountain, Zion Peak projects)
- Usage monitored to balance residential and agricultural needs

Conservation Measures

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

System Planning & Coordination

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

For all East Zion developments, Kane County works in coordination with the Utah Division of Water Rights and the Utah Department of Environmental Quality.

Policy & Ordinance Updates

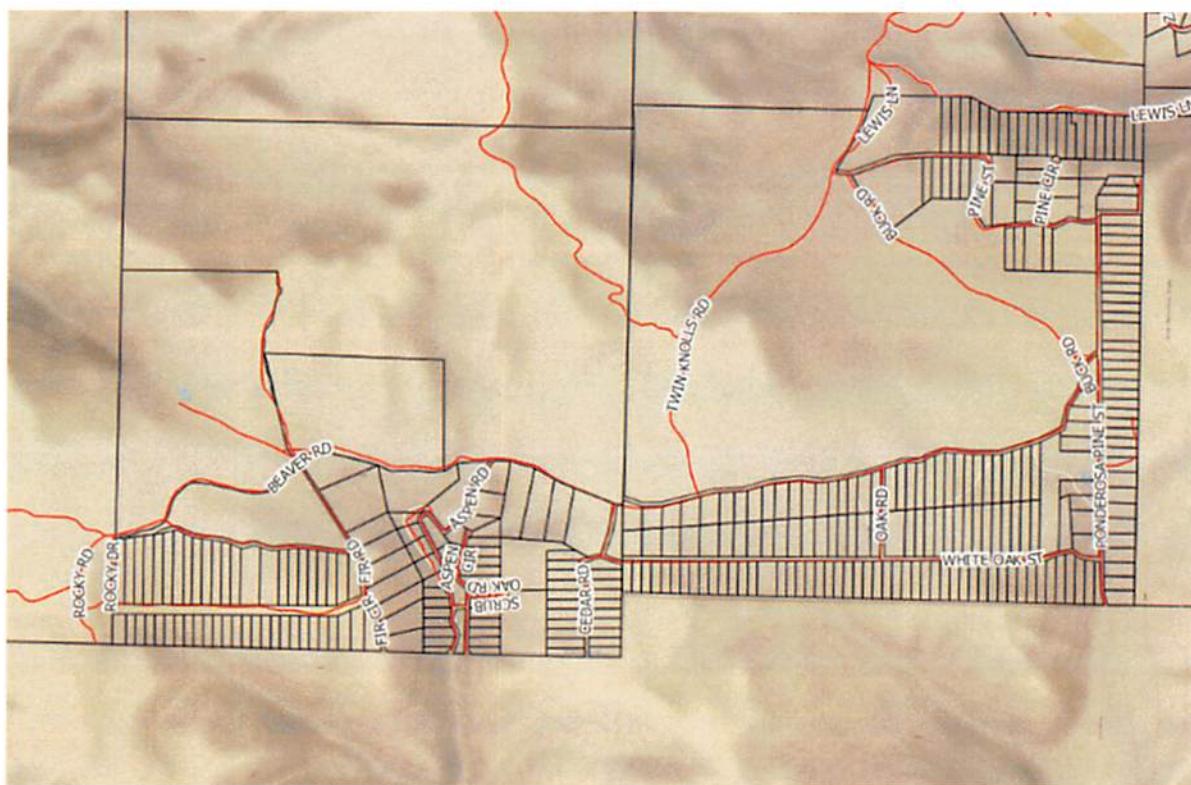
- **Landscaping Restrictions:** Low-water landscaping required in certain zones
- **Water Rights:** 0.45 acre-feet required per residence
- **Enforcement:** \$7.50 monthly late fee; 18% annual interest; possible liens
- **Collaboration:** All new developments will be required to establish Covenants, Conditions, and Restrictions (CC&Rs) that mandate xeriscaping and the implementation of water conservation plans.

Next Steps

- Set conservation benchmarks
- Enhance public education efforts
- Review and align yearly with Kane County General Plan, Chapter 8: Water Use & Prevention

Conclusion

EZSSD is actively preparing for growth through strategic conservation policies, infrastructure planning, and stakeholder coordination.



Elk Ridge Estates Water Company (EREWC)

System Overview

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

Water Demand & Usage

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

Conservation Measures

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

System Planning & Coordination

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

Policy & Governance

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

Next Steps

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

Conclusion

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

Kane County Water Conservancy District Special Service District (KCWCD)

KCWCD Full Water Conservancy Plan can be found in Appendix F

System Overview

The Kane County Water Conservancy District Special Service District (KCWCD) serves as the primary water provider for much of the county, including the Duck Creek, Johnson Canyon, and East Kane service areas. Supplying water through more than 3,600 culinary connections, KCWCD delivers service to approximately 75% of Kane County residents. Operated independently from Kane County, the district manages over 100 miles of pipeline and holds more than 40,000 acre-feet of water rights, providing reliable water service to the majority of the county's population.

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

Water Demand & Usage

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

Conservation Measures

- **Public Education:** Seasonal tips and "Slow the Flow" campaign
- **County Collaboration:** A representative from the KCWCD will serve on the Kane County Development Committee to review and approve all new developments for compliance with water conservation measures.
- **Leak Alerts:** Monthly monitoring for fast response
- **Graduated Rates:** Example: \$38.75 base + up to \$3.50/1,000 gallons for excess
- **Annual Audits:** Subdivisions selected for system-wide leak and efficiency checks
- **Landscaping:** EREWC does not allow any outside watering (lawns, gardens, landscaping, etc)

System Planning & Coordination

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

Policy & Ordinance Updates

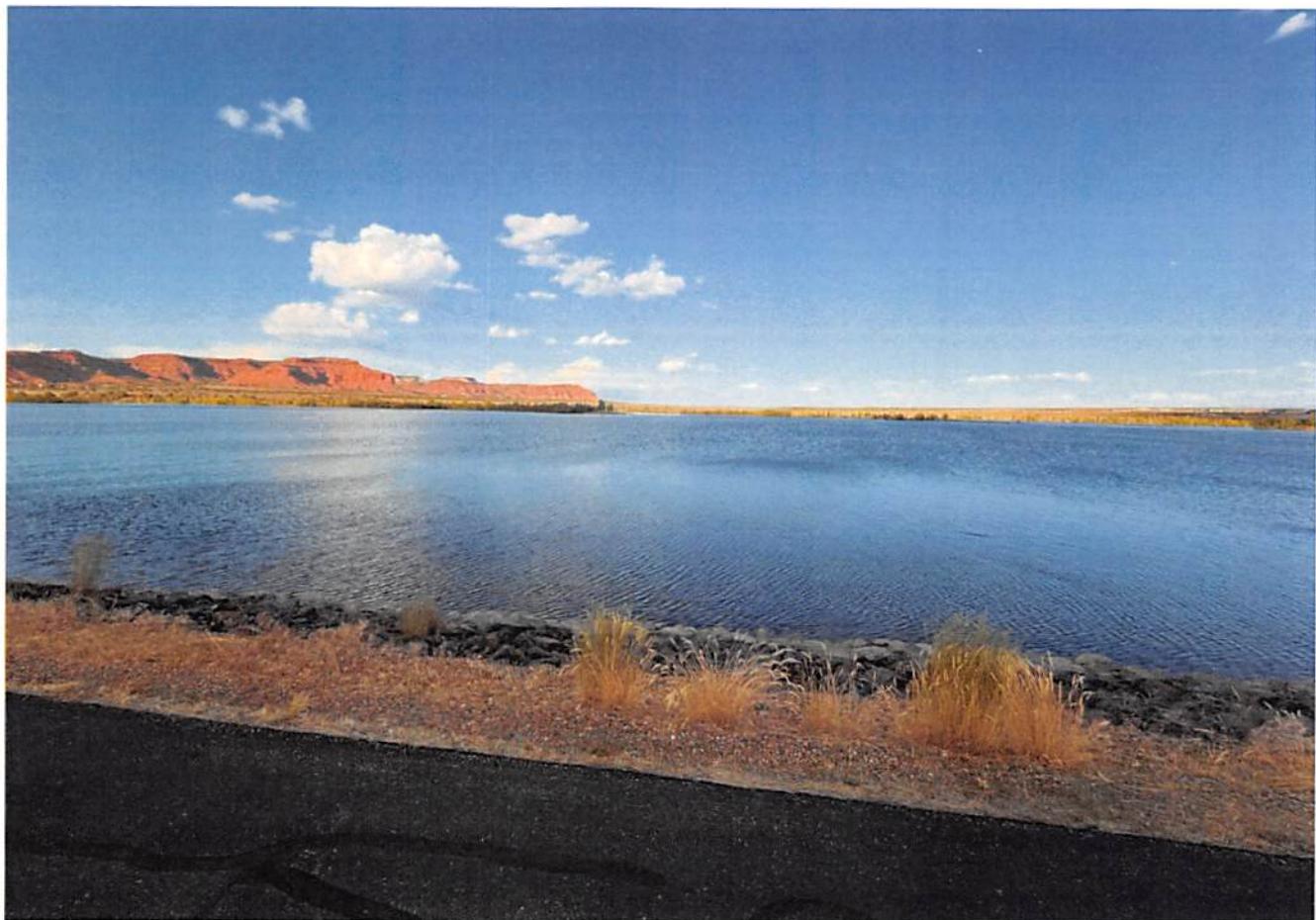
- Supports Utah's 14–22% gpcd reduction goals by 2065
- Promotes county-wide compliance with state conservation mandates

Next Steps

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

Conclusion

KCWCD is a regional leader in water conservation, combining infrastructure investment, policy enforcement, and public education to meet future demands sustainably. Kane County Water Conservancy District provides approximately 75% of all water distribution services within Kane County.



Jackson Flat Reservoir

Zion Mountain Local Service District (East Zion Initiative)

Collaborative Planning for Sustainable Water Use in the East Zion Area

With significant growth anticipated in the East Zion area, Kane County is working closely with local water providers, the Utah Department of Environmental Quality, and the Utah Division of Water Rights to implement effective water conservation measures. This collaboration is intended to ensure that new subdivisions are supported by an adequate and sustainable water supply as development moves forward.

System Overview

The Zion Mountain Wastewater Treatment Project supports the East Zion Initiative (EZI), a conservation-focused gateway community at Zion's eastern entrance. Owned by the Zion Mountain Local Service District (ZMLSD), the system manages wastewater for existing and future developments like Zion Mountain Lodge, Spirit Ranch, and others. A third-party contractor will operate the system, with Bio habitats overseeing design, training, and operations.

Water Demand & Usage

- Project focuses on wastewater treatment, with an emphasis on water reuse to reduce potable water demand.
 - Type I non-potable water used for toilet flushing, & ornamental landscaping
 - Type II non-potable water used for agricultural purposes
- Centralized treatment allows for system-wide efficiency and reduced environmental impact.

Conservation Measures

- Wastewater reuse reduces strain on potable water systems.
- Phased construction (Phases 1A and 1B) minimizes initial investment while supporting future scalability.
- Facility design allows future expansion based on actual wastewater flow data.
- Conservation-focused design supports long-term sustainability goals of the East Zion community.
- Zion Mountain Local Service District promotes water-efficient landscaping to support long-term water conservation.

System Planning & Coordination

The wastewater facility will serve both ZMLSD and neighboring EZSSD. A phased construction approach allows for flexibility and cost-efficiency. Phase 1 is divided into two sub-phases to address immediate needs while minimizing upfront costs. The project team has worked closely

with regulators to ensure each phase meets environmental and community standards. Long-term planning also accounts for infrastructure capacity for future developments in Phases 2 and 3.

Policy & Ordinance Updates

- While no formal ordinances are listed, system governance and funding are conservation-aligned:
 - All new developments will require a development meeting with Kane County Land Use to ensure full adherence to water conservation requirements.
 - Funded through connection fees and user assessments.
 - Revenue generated from non-potable water reuse sales.
- Financial structure ensures infrastructure costs are covered by benefiting developments.
- Design and fiscal planning prioritize ecosystem protection and long-term land stewardship.

Next Steps

- Ongoing data collection and system monitoring will guide future expansions and permitting.
- Collaborate with Kane County Land Use
- Collaborate with the Utah Department of Environmental Quality and the Utah Division of Water Rights

Conclusion

The Zion Mountain Wastewater Project integrates conservation with vital infrastructure to support environmentally responsible development at Zion's east entrance. Through phased planning, financial self-sufficiency, and strong collaboration, the project promotes sustainable growth while safeguarding long-term environmental and community well-being. All new projects will collaborate with Kane County Land Use to protect and preserve existing water rights and secure future water resources for the Zion area. The water system shall have a water source protection plan as outlined in Kane County Land Use Ordinance, Chapter 26: Water Source Protection Zones.

Water & the Division of Food / Agriculture

Agricultural Land Preservation Tools and Conservation Easements

Kane County supports the preservation of working agricultural lands through a combination of state programs, local ordinances, tax incentives, and conservation funding. A key tool is the Utah Farmland Assessment Act (FAA), commonly referred to as the “Greenbelt” law. Enacted in 1969, this program allows qualifying agricultural properties to be assessed and taxed based on their productive value rather than their market value, helping farmers and ranchers remain economically viable despite rising land prices driven by development pressures.

If land no longer qualifies for Greenbelt status, the County Assessor must impose a rollback tax—the difference between market-value taxes and Greenbelt taxes—for up to five previous years. Rollback taxes are also applied when land under a conservation easement is developed or removed from protected status. In accordance with Utah Code §§ 17-41-601 and 17-41-602, 100% of rollback tax revenues are required to be deposited into a dedicated county fund reserved exclusively for preserving or restoring agricultural and open lands. These funds may be used to establish conservation easements or to support similar land protection strategies under Utah’s Land Conservation Easement Act.

In public land counties—where more than 50% of the land is federally or state owned—rollback tax funds cannot be used to acquire full ownership (fee interest) of additional property unless an equal-sized parcel is simultaneously returned to private ownership. The law also prohibits the use or threat of eminent domain in any transaction involving these funds. Rollback tax revenues may carry forward from year to year, but any balance not spent or obligated within ten years must be transferred to the LeRay McAllister Working Farm and Ranch Fund.

Through this framework of flexible land protection tools, state tax law, and dedicated conservation funding, Kane County advances its long-term goals of preserving open space, protecting rural landscapes, and sustaining a productive agricultural economy.

Agriculture Protection Areas

Kane County protects its agricultural lands through the Agriculture Protection Area (APA) Ordinance (KCLUO Title 9-5-B), administered by the Kane County Land Use Authority. APA proposals must include at least one contiguous acre, be accompanied by the required fee, and undergo review by the Kane County Conservation District—acting as the Agriculture Advisory Board—and the Planning Commission before final action by the County Commission.

In accordance with Utah law, Kane County has established an Agriculture Protection Area Advisory Board to oversee the creation and management of APAs. The Board consists of five members appointed from the Soil Conservation District and operates under quorum requirements in compliance with the Utah Open and Public Meetings Act. APAs are intended to

protect agricultural operations from nuisance claims and incompatible land uses while maintaining flexibility for landowners.

Unlike permanent conservation easements, APAs are approved for a period of 20 years, after which they may be renewed or allowed to expire. Landowners also have the option to cancel an APA at any time by submitting a written request to the County Commission.

Kane County coordinates closely with the Utah Department of Agriculture and Food to connect landowners with conservation programs and keep them informed of legislative updates, including changes outlined in H.B. 371. This collaboration ensures that agricultural producers have access to the latest tools, technical assistance, and resources to support long-term land preservation.

Water Conservation Efforts

The Kane County Conservation District has recently expanded its agricultural support resources to promote soil health and water conservation. The district acquired a no-till drill and is making it available for rent to local farmers. This equipment allows producers to improve soil moisture retention without the need for deep plowing, enhancing soil health and maintaining moisture in the ground—ultimately supporting improved crop production.

In addition, the district purchased a range drill to assist landowners in implementing rangeland restoration and management practices. These efforts enhance soil moisture retention and biodiversity across local rangelands.

The district also administers the Agriculture Resource Development Loan Program (ARDL), which provides low-interest loans to help landowners upgrade outdated irrigation systems and adopt more efficient water delivery methods. The ARDL program often partners with the USDA Natural Resources Conservation Service to combine state loan funds with federal programs such as the Environmental Quality Incentive Program and Utah's Water Optimization Program, resulting in high-impact water conservation projects.

The Kane County Water Conservancy District continues to implement water conservation initiatives, including flow metering, now required by the State of Utah for certain water projects. These efforts help ensure accurate tracking and management of water use countywide.

Water Conservation Projects

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

- Jackson Flat Reservoir
- Cove-East Fork Reservoir
- Alton Reservoir

- Aquifer recharge projects in Johnson Canyon and Kanab Creek
- Water reuse projects in the East Zion area

Kane County – Water Conservation & Agricultural Land Preservation

Summary

Focus Area	Key Actions & Programs	Partners / Resources	Benefits
Soil Health & Moisture Retention	The Kane County Conservation District provides rental access to a no-till drill for local farmers to improve soil moisture retention without deep plowing, enhancing soil health and crop yields. A range drill is also available for rangeland restoration and management, increasing moisture retention and biodiversity.	Kane County Conservation District	Improved soil health, reduced water loss, enhanced crop and rangeland productivity.
Efficient Irrigation	Administers the Agriculture Resource Development Loan Program (ARDL) to help landowners replace outdated irrigation systems with more efficient methods. Often paired with USDA NRCS EQIP and Utah's Water Optimization Program for maximum water savings.	Kane County Conservation District, USDA NRCS, Utah Department of Agriculture & Food	Reduced water use, increased irrigation efficiency, modernized systems.
Water Use Monitoring	The Kane County Water Conservancy District implements state-mandated flow metering for new and upgraded water projects, ensuring accurate tracking and improved long-term water management.	Kane County Water Conservancy District	Accurate water data, compliance with state law, improved planning.
Agriculture Protection Area (APA) Ordinance	Administered by the Kane County Land Use Authority with review by the Kane County Conservation District (Agriculture Advisory Board) and Planning Commission. Proposals must be submitted to the Land Use Authority with an associated fee. APAs must include at least one contiguous acre and are approved, modified, or denied by the County Commission. (KCLUO 9-5B)	Kane County Land Use Authority, Kane County Conservation District	Protects agricultural land from certain land use changes while maintaining flexibility for landowners.

Kane County – Water Conservation & Agricultural Land Preservation

Summary

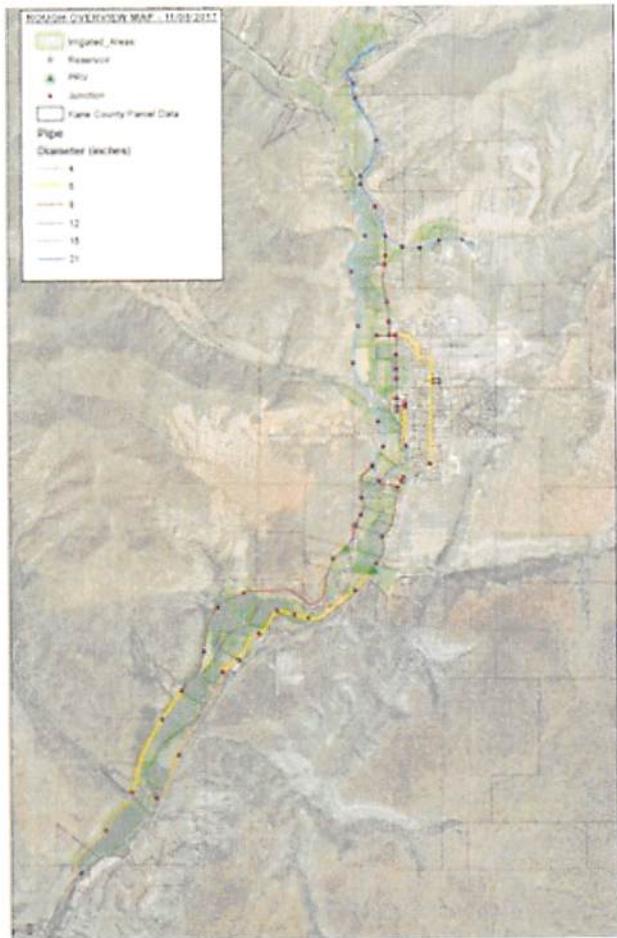
Focus Area	Key Actions & Programs	Partners / Resources	Benefits
APA Advisory Board	Established under Utah law to oversee APA creation and management. Consists of five members appointed from the Soil Conservation District, operating under quorum requirements and public meeting laws.	Kane County Conservation District	Ensures transparent, lawful oversight of agricultural land protection efforts.
Flexible Land Protection	APAs last 20 years and can be canceled at any time upon landowner request, offering protection without the permanence of conservation easements.	Kane County Commission	Land protection while preserving future use options.
State Coordination	Landowners are encouraged to contact Jeremy Christensen at the Utah Department of Agriculture & Food for updates on land conservation programs and H.B. 371 legislative changes.	Utah Department of Agriculture & Food	Access to conservation tools, technical assistance, and legislative updates.

Kane County Irrigation

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

Kane County Irrigation Water Providers

- Alton Farmer's Association
- Glendale Irrigation Company
- Kanab Irrigation Company
- Orderville Irrigation Company
- Mt. Carmel Irrigation Company

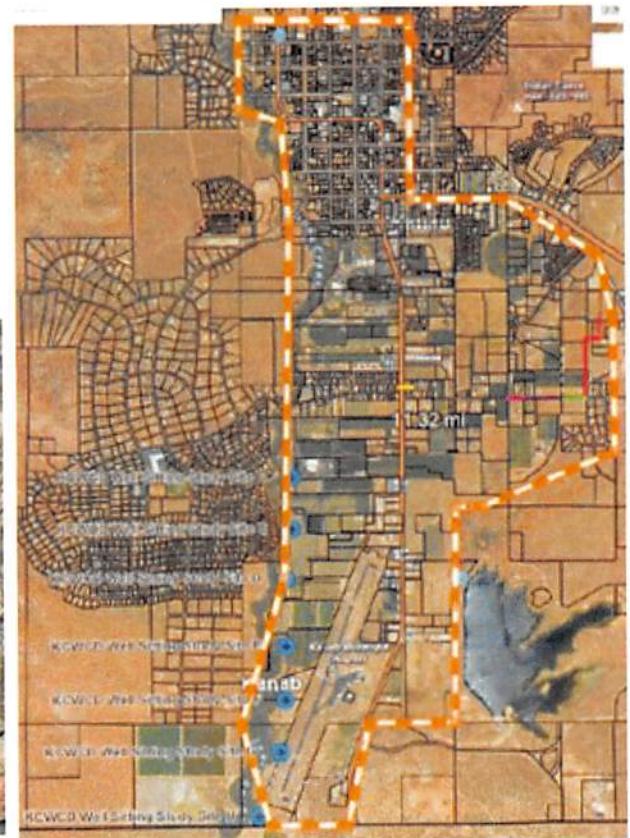


Glendale Irrigation Company



Mt. Carmel Irrigation Company

Kanab Irrigation Company



Orderville Irrigation Company



Dry Subdivisions

In the 1950s and 1960s, many subdivisions in Kane County were established without secured water rights or formal water restrictions. While this practice is no longer permitted, the County continues to monitor these subdivisions and actively encourages property owners to pursue upgrades that provide reliable water connections. Dry subdivisions are prohibited from operating short-term rentals to help protect limited water resources and public safety. Additionally, property owners in these subdivisions must obtain a permit from the Southwest Utah Public Health Department in order to legally haul water for residential use. If these subdivisions choose to pursue water service in the future, they will first be required to meet with the Kane County Land Use Development Committee—which includes representatives from the Kane County Water Conservancy District, Southwest Utah Public Health Department, the Kane County Building Official, the Kane County Land Use Administrator, and the Kane County Roads Engineer. Through this process, the Committee will evaluate whether water and the necessary water rights are available for these areas.

* For maps of Dry Subdivisions visit: <https://eagleweb.kane.utah.gov/eaglesoftware/taxweb/search.jsp>

Kane County Dry Subdivisions			
SUB#	NAME	# of lots	Date
4	BEAR SPRINGS EST UNIT	15	2-8-65
9	BRYCE WOODLAND EST UNIT 1	42	8-8-66
15	BRYCE WOODLAND EST UNIT 2	40	6-12-67
17	BRYCE WOODLAND EST UNIT 3	37	12-13-68
20	BRYCE WOODLAND EST UNIT 4	87	8-23-68
26	BRYCE WOODLAND EST UNIT 5A	65	8-25-69
27	BRYCE WOODLAND EST UNIT 5B	92	10-13-69
29	BRYCE WOODLAND EST UNIT 5C	48	7-6-70
38	BRYCE WOODLAND EST UNIT 6F	59	2-7-72
202	CHAMBERLAIN RANCH (PUD)		3-26-07
14	COUGAR CANYON	108	1-18-67
97	DEER SPRINGS RANCH PLAT "A"	27	11-10-81
98	DEER SPRINGS RANCH PLAT "B"	73	11-10-81
99	DEER SPRINGS RANCH PLAT "C"	55	11-10-81
100	DEER SPRINGS RANCH PLAT "D"	15	11-10-81
101	DEER SPRINGS RANCH PLAT "E"	88	11-10-81
102	DEER SPRINGS RANCH PLAT "F"	46	11-10-81
1	FLY-IN "LD" RANCH	147	10-19-64
QA	GOLDEN CIRCLE HEIGHTS AMENDED	50	6-1-62
P	NAVAJO HILLS AMENDED	97	4-10-61
N	NAVAJO LAKE ESTATES UNIT 1	157	7-26-61
N2	NAVAJO LAKE ESTATES UNIT 1	60	12-30-63
N3	NAVAJO LAKE ESTATES UNIT 1	115	7-6-65

73	NAVAJO LAKE ESTATES UNIT 1	84	3-3-75
74A	NAVAJO LAKE ESTATES UNIT 1	44	3-3-75
75A	NAVAJO LAKE ESTATES UNIT 1	68	3-3-75
56	NORTH FORK ESTATES UNIT 1	38	8-14-72
61	NORTH FORK ESTATES UNIT 2	394	11-13-72
31	SILVAN CANYON ESTATES UNIT 1	76	7-17-70
2	SKY HAVEN MOUNTAIN RETREAT	54	2-14-64
123	SKY HAVEN MOUNTAIN RETREAT UNITS 2 & 3	247	10-30-89
3A	TIMBERLOST MTN ESTATES REVISED	72	1-8-65
19	WONDERLAND VISTA UNIT "A"	87	6-20-68
114	ZION HUNTING ESTATES	93	7-18-88

Kane County Dry Rural Subdivisions

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

KANE COUNTY ORDINANCE NO. O-2025-36

**AN ORDINANCE REVISING THE KANE COUNTY GENERAL PLAN WATER USE
AND PREVENTION TO INCLUDE REVISIONS FOR FINALIZATION AS
MANDATED BY UTAH CODE §§ 17-27a-403 AND 73-10-32**

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

WHEREAS, the Kane County Planning Commission, after a duly noticed public hearing and approval from the State of Utah's Division of Natural Resources, approved and recommended adoption of the revisions attached; and

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

WHEREAS, the Kane County Commission desires to revise the water conservation plan into Chapter 8, *Water Use and Prevention*; and

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

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

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

Section 1.

See Attachment 1.

Section 2. Severability.

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

Section 3. Effective Date.

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

Section 4. Publication and Notice.

This ordinance shall be deposited in the Office of the Kane County Clerk. The Kane County Clerk is directed to publish a short summary of this ordinance, with the names 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 14th day of October, 2025.

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

STATE OF UTAH
§
COUNTY OF KANE §

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, known or identified to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

Residing at: _____
My Commission Expires: _____

ITEM # 15

**Resolution No. R 2025-30 a Resolution of Appointment of
a Kane County Representative and an Alternate
Representative for the Utah Counties Indemnity Pool
Annual Membership Meeting**

**RESOLUTION OF APPOINTMENT OF A KANE COUNTY REPRESENTATIVE AND AN
ALTERNATE REPRESENTATIVE FOR THE UTAH COUNTIES INDEMNITY POOL
ANNUAL MEMBERSHIP MEETING**

WHEREAS, the Governing Body of Kane County, Utah, is the proper authority to appoint a qualified person to act as the official representative for Kane County at the Utah Counties Indemnity Pool Membership Meeting to be held on November 21, 2025; and

WHEREAS, the Governing Body of Kane County, Utah, has been informed that the By-laws of the Utah Counties Indemnity Pool require that the official representative and an alternate representative for Kane County must be an elected or appointed officer or employee of a Member and must be appointed by majority vote of the Governing Body of the Member to be the Member's official representative for the purposes of the Pool

NOW, THEREFORE, be it resolved that the Governing Body of Kane County, Utah, hereby appoints Commissioner Patty Kubeja as the official Kane County representative for the Utah Counties Indemnity Pool Membership Meeting to be held on November 21, 2025, with Commissioner Gwen Brown as an alternate representative.

RESOLVED ADOPTED AND ORDERED this _____ day of _____, 2025.

GOVERNING BODY
KANE COUNTY, UTAH

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

ITEM # 16

**Discuss/Vote on Kane County Resolution No. R 2025-
31 a Resolution Supporting Operation Green Light
Honoring Veterans**

KANE COUNTY RESOLUTION NO. R-2025-31

A RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

WHEREAS the residents of Kane County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedom and way of life enjoyed by our citizens; and

WHEREAS Kane County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability, and compensation benefits each year; and

WHEREAS approximately 200,000 service members transition to civilian communities annually; and an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS the National Association of Counties encourages all counties, parishes, and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS Kane County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted.

NOW, THEREFORE BE IT RESOLVED, THAT THE KANE COUNTY COMMISSION:

1. With designation as a Green Light for Veterans County, Kane County hereby declares from November 4th - 11th 2025, as a time to salute and honor the service and sacrifices of those transitioning from active service; and
2. That in observance of Operation Green Light, Kane County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 4th -11th, 2025.

ADOPTED this 14th day of October 2025.

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Celeste Meyeres, Chair
Board of Commissioners
Kane County

Commissioner Meyeres voted
Commissioner Kubeja voted
Commissioner Brown voted

ITEM # 17

Review of Legislative Issues

ITEM # 18

Commissioner Report on Assignments