

**COMMISSION MEETING
PACKET**

DATE:

December 16, 2025

NOTICE AND AGENDA OF A MEETING OF THE KANE COUNTY COMMISSION

PUBLIC NOTICE IS HEREBY GIVEN that the Commissioners of Kane County, State of Utah, will hold a **Commission Meeting** in the Commission Chambers at the Kane County Courthouse, 76 N. Main Street, Kanab, Utah on **Tuesday, December 16, 2025** at the hour of **10:00 A.M.**

*The Commission Chair, in her discretion, may accept public comment on any listed agenda item unless more notice is required by the Open and Public Meetings Act.

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

CALL MEETING TO ORDER

WELCOME

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT:

CONSENT AGENDA:

Check Edit Report: December 10, 2025-\$343,197.79

Approval of: Commission Meeting Minutes for December 9, 2025

REGULAR SESSION:

1. 10:00 A.M. Public Hearing to Discuss the 2026 Annual Budget (Continued from December 9, 2025)
2. Kane County Resolution No. R 2025-42 A Resolution Adopting the 2026 Fiscal Year County Budget / Full Commission
3. Annual Report from the Healthy Kane County Foundation / Commissioner Kubeja
4. Report/Discussion from Treasurer, Keiren Chatterley, on Taxes Collected and Dispersed for 2025 / Commissioner Brown
5. Discuss/Approve the Outdoor Recreation Initiative Grant for Vault Toilets at the Sand Caves / Commissioner Kubeja

- 6. Discuss/Approve Adjusting the Location of the 3-Way Stop Signs on Redwood Road in the Color Country Subdivision from the Intersection at Arapaho to Shoshone or Henry Road / Commissioner Meyeres**
- 7. Public Hearing Regarding Kane County Resolution No. R 2025-47, R 2025-48, R 2025-49, R 2025-50, and R 2025-51 Reappointing and Appointing Board Members to Various Districts/Committees**
- 8. Kane County Resolution No. R 2025-47 A Resolution Reappointing Steven Schmidt to the East Zion Special Service District Administrative Control Board / Commissioner Kubeja**
- 9. Kane County Resolution No. R 2025-48 A Resolution Reappointing Kelly Stowell to the Kane County Recreation and Transportation Special Service District Administrative Control Board / Commissioner Meyeres**
- 10. Kane County Resolution No. R 2025-49 A Resolution Appointing Jennie Lassen and Ray Spencer to the Kane County Recreation and Transportation Special Service District Administrative Control Board / Commissioner Meyeres**
- 11. Kane County Resolution No. R 2025-50 A Resolution Reappointing Kelly Stowell to the Kane County Resource Development Committee Board / Commissioner Meyeres**
- 12. Kane County Resolution No. R 2025-51 A Resolution Appointing Ray Spencer to the Kane County Resource Development Committee Board / Commissioner Meyeres**
- 13. Public Hearing Regarding Kane County Ordinance No. O 2025-42, O 2025-44, O 2025-45, and O 2025-46 Vacating Public Utility Easements**
- 14. Kane County Ordinance No. O 2025-42 An Ordinance Vacating Two Seven and a Half Foot Public Utility Easements in the Strawberry Valley Estates Subdivision Unit 4 Amended Lots 13 & 14 / Commissioner Brown**
- 15. Kane County Ordinance No. O 2025-44 An Ordinance Vacating Thirteen Five Foot Public Utility Easements in the Zion View Mountain Estates Subdivision Unit "E" Amended Lots 70, 71, 72, 73, 78, 79, and 81 / Commissioner Brown**
- 16. Kane County Ordinance No. O 2025-45 An Ordinance Vacating Two Seven and a Half Foot Public Utility Easements in the Amended Plat of Lots 25 & 26 Strawberry Pines, Unit "A" / Commissioner Brown**
- 17. Kane County Ordinance No. O 2025-46 An Ordinance Vacating Three Seven and a Half Foot Public Utility Easements between Lots 19, 20, and 16, and One 10-Foot Public Utility Easement between Lots 16, 19, and 20 and Vacating Lots 19 and 20 out of the Ponderosa Villa Subdivision Plat "H" and Extending it into New Lot 16 in the Amended Plat "B" in Ponderosa Villa Subdivision / Commissioner Brown**

18. Kane County Ordinance No. O 2025-28 An Ordinance Establishing Zoning, Concept Plan and Development Agreement for the Proposed Zion Spirit a Planned Unit Development / Commissioner Brown

19. Kane County Ordinance No. O 2025-29 An Ordinance Revising Kane County Land Use Ordinance Chapter 6 Residential Zones / Commissioner Brown

20. Kane County Ordinance No. O 2025-41 An Ordinance Accepting a Road Dedication for the US-89 Corridor Transportation Management Plan for Parcels 3-6-36-9, 3-6-36-17, and 3-6-36-9A Extending Plateau Road and Maringer Canyon Road / Commission Brown

21. UDOT SR9 Access Management Plan Agreement / Commissioner Meyeres

22. Resolution No. R 2025-52 A Resolution of the Kane County Commission Adopting the Updated Kane County Wildland-Urban Interface (WUI) Zone Map / Full Commission

23. Review of Legislative Issues / Full Commission

24. 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: December 10, 2025-\$343,197.79

Commission Meeting Minutes for December 9, 2025

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
December 9, 2025 at 10:00 AM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

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

Other County Officials in Attendance: Attorney Jeff Stott, Clerk/Auditor Chameill Lamb, Rhonda Gant, Taylor Glover, Janette Peatross, Keiren Chatterley, and Isis Smith

CALL MEETING TO ORDER: Commissioner Meyeres

WELCOME: Commissioner Meyeres

INVOCATION: Jeff Mosdell

PLEDGE OF ALLEGIANCE: Keiren Chatterley

PUBLIC COMMENT:

Gary Webster, representative for Senator Mike Lee, gave an update on what Senator Lee has been up to.

Keiren Chatterley provided the commission with the recommendations that the finance committee came up with.

CONSENT AGENDA:

Check Edit Report: November 26, 2025-\$412,057.29 and December 3, 2025-\$304,133.17

Motion to accept the Consent Agenda as presented, which includes the Check Edit Report from November 26, 2025-\$412,057.29 and December 3, 2025-\$304,133.17 as well as the Commission Meeting Minutes for November 25, 2025 made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

REGULAR SESSION:

1. 10:00 A.M. Public Hearing to Discuss the 2026 Annual Budget

Commissioner Meyeres called us into public hearing.

No public comment.

Commissioner Meyeres closed the public hearing.

2. Public Hearing Regarding COLA Increase for County Officials

Commissioner Meyeres called us into public hearing.

No public comment.

Commissioner Meyeres closed the public hearing.

3. 10:05 A.M. Public Hearing for Opening of the 2025 Budget to Make Adjustments

Commissioner Meyeres called us into public hearing.

No public comment.

Commissioner Meyeres closed the public hearing.

4. Kane County Resolution No. R 2025-42 a Resolution Adopting the 2026 Fiscal Year County Budget / Full Commission

Chameill presented the 2026 proposed budget. She gave an overview of the budget, new growth, Cost of Living Adjustment (COLA), medical insurance, and projects that are coming up in 2026.

The commission decided to wait until the next meeting to approve the budget so that department heads could go over their budget to make sure everything looked correct. They also decided to adopt the finance committee recommendations with the caveat that we need to make sure that fund 241 is protected as much as necessary to cover the health grant.

Commissioner Meyeres would like to continue the public hearing to discuss the 2026 annual budget to December 16, 2025.

5. Kane County Resolution No. R 2025-43 a Resolution Adopting a 2025 Fiscal Year County Budget Adjustment / Full Commission

Chameill stated that there were a couple things that came in for 2025 that we were not anticipating, so we need to open the budget to account for them. She continued by going over the changes that need to be made.

Motion to adopt Kane County Resolution No. R 2025-43 a Resolution adopting a 2025 Fiscal Year County Budget Adjustment made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

6. Victim Service Program Update from Devin Shakespear / Commissioner Kubeja

Devin Shakespear gave a report on the Victim Service Program saying that year to date they have served 283 crime victims with the majority of them being domestic violence and that overall, their numbers in comparison to last year have increased by 40 victims, which tends to vary year to year.

7. Discuss/Vote on Proposed Interlocal Cooperation Agreement between Big Water and Kane County for Structural and Vehicular Emergencies in Unincorporated Kane County / Full Commission

Attorney Stott stated that earlier this year the commission passed this agreement with Big Water to cover vehicle emergencies as well as structural fire in unincorporated Kane County. Big Water got a new fire chief and they have since issued their recommendations for the agreement. He went over the changes and said he was good with them.

The commission decided to take the map out of the agreement so that Big Water could respond anywhere in the unincorporated areas of the county.

Motion to approve the proposed Interlocal Cooperation Agreement between Big Water and Kane County for structural and vehicular emergencies in unincorporated Kane County 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

8. Public Hearing Regarding Kane County Resolution No. R 2025-44, R 2025-45, and R 2025-46 Appointing Board Members to the Long Valley Sewer Improvement District and the Kane County Water Conservancy District

Commissioner Meyeres called us into public hearing.

No public comment.

Commissioner Meyers closed the public hearing.

9. Kane County Resolution No. R 2025-44 a Resolution Reappointing Jarad Brinkerhoff and JD Maxwell to the Long Valley Sewer Improvement District Administrative Control Board / Commissioner Brown

The term will begin January 1, 2026 and will end December 31, 2029.

Motion to adopt Kane County Resolution No. R 2025-44 a Resolution reappointing Jarad Brinkerhoff and JD Maxwell to the Long Valley Sewer Improvement District Administrative Control Board and Resolution R 2025-45 a Resolution appointing Clay Hansen to the Long Valley Sewer Improvement District Administrative Control Board made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

10. Kane County Resolution No. R 2025-45 a Resolution Appointing Clay Hansen to the Long Valley Sewer Improvement District Administrative Control Board / Commissioner Brown

The term began January 1, 2024 and will end December 31, 2027.

See motion on item #9.

11. Kane County Resolution No. R 2025-46 a Resolution Reappointing Ben Clarkson, J. Michael Kenner, and Steven Shrope to the Kane County Water Conservancy Board of Trustees / Commissioner Kubeja

The term will begin January, 2026 and end December 31, 2029.

Motion to adopt Resolution No. R 2025-46 reappointing Ben Clarkson, J. Michael Kenner, and Steven Shrope to the Kane County Water Conservancy Board of Trustees made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

12. MOU between Kane County and the Kane School District for Events Located at 41 W 100 N (Old Elementary School) 2026-2028 / Commissioner Kubeja

Camberly stated that the school district has been great to work with. We will need to make minimal improvements so vendors are not in mud and we will need to get some access to electrical. The school district just asks that we assume the liability during events on the property.

Motion to approve the MOU between Kane County and the Kane School District for events located at 41 W 100 N (old elementary school) for the years 2026-2028 made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

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

13. Financial Update-Chameill Lamb / Commissioner Kubeja

Chameill gave an update on where the county is at for the year with the budget.

14. Approval of Abatements and Credits / Commissioner Kubeja

Chameill presented three applications that came in after the deadline.

Motion to deny the three abatement/credit applications that were presented made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

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

15. 2026 Commission Meeting Schedule / Full Commission

The commission made a few changes to the schedule. They will meet June 9 and 30, September 15 and 22, and took off the Interagency Meeting from the schedule. Everything else stayed as presented.

Motion to adopt the 2026 Commission Meeting Schedule as amended made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

16. Review of Legislative Issues / Full Commission

January 20, 2026 is when the legislative session begins
[HB48 Wildland Urban Interface Modifications](#)

17. Commissioner Report on Assignments / Full Commission

Commissioner Brown

- Treasurer been busy with taxes
- Rhonda has been busy with Pelorus
- Land Use meeting will be tomorrow night

Commissioner Kubeja

- Went on the Polar Express
- Met with Coconino County about Kaibab fires

Commissioner Meyeres

- Met with Department of Interiors regarding park policies

Motion to adjourn at 12:10 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

10:00 A.M. Public Hearing to Discuss the 2026 Annual
Budget (Continued from December 9, 2025)

ITEM # 2

Kane County Resolution No. R 2025-42 A Resolution
Adopting the 2026 Fiscal Year County Budget

KANE COUNTY

Resolution 2025-42

A RESOLUTION ADOPTING THE 2026 FISCAL YEAR COUNTY BUDGET

WHEREAS, The Board of Commissioners for Kane County, Utah in a regular meeting, lawful notice of which had been given, finds that a public hearing was held on December 9, 2025 according to the state statute; and,

WHEREAS, The Board of Commissioners for Kane County, in joint with the Kane County Auditor are responsible to accurately, and fairly portray the County Financial Records through the Budget Process,

THEREFORE, The Kane County Board of Commissioners hereby adopts the following resolution:

BE IT RESOLVED, That the Kane County Board of Commissioners adopt the 2026 Calendar Year Budget through the Budget Process in the amount of \$ 55,259,009.

This Resolution was adopted by the Kane County Board of Commissioners on December 16, 2025

Commission Chair, Celeste Meyeres

ATTESTED:_____
County Clerk /Auditor, Chameill Lamb

Attachment: State Budget Report

FUND	DESCRIPTION	2025 Adopted	2026 Tentative	2026 Proposed Budget	Difference from 2025
110	General Fund	\$ 16,312,602.00	\$ 16,225,391.00	\$ 16,389,817.00	\$ 77,215.00
113	Public Library (Bookmobile)	\$ 70,757.00	\$ 73,940.00	\$ 73,940.00	\$ 3,183.00
114	Justice Court	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
220	Trails	\$ 466,280.00	\$ 307,998.00	\$ 377,998.00	\$ (88,282.00)
221	Roads	\$ 10,633,879.00	\$ 4,497,097.00	\$ 4,497,798.00	\$ (6,136,081.00)
222	Strike Force	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ -
223	E 911	\$ 160,000.00	\$ 483,032.00	\$ 492,301.00	\$ 332,301.00
224	Strike Force	\$ 364,962.00	\$ 373,002.00	\$ 373,281.00	\$ 8,319.00
225	Discretionary	\$ 2,389,500.00	\$ 117,000.00	\$ 117,000.00	\$ (2,272,500.00)
227	Ec Development	\$ 495,000.00	\$ 600,000.00	\$ 600,000.00	\$ 105,000.00
228	TRCC 1% Restaurant Tax	\$ 905,000.00	\$ 403,000.00	\$ 413,000.00	\$ (492,000.00)
229	Victims Advocate	\$ 109,078.00	\$ 112,940.00	\$ 113,008.00	\$ 3,930.00
241	Reimbursable & Grants	\$ 280,000.00	\$ 33,000.00	\$ 33,000.00	\$ (247,000.00)
243	RESOURCE DEV / SITLA	\$ 866,230.00	\$ 923,077.00	\$ 923,077.00	\$ 56,847.00
244	RECOVERY SERVICES	\$ 158,500.00	\$ 158,500.00	\$ 158,500.00	\$ -
246	SEARCH AND RESCUE SUPPORT	\$ 741,812.00	\$ 720,223.00	\$ 720,360.00	\$ (21,452.00)
248	Public Safety Facility	\$ 6,636,316.00	\$ 6,536,176.00	\$ 6,591,505.00	\$ (44,811.00)
250	TRT Clearing House	\$ 7,473,316.00	\$ 7,005,317.00	\$ 6,830,980.00	\$ (642,336.00)
252	Kanab Center	\$ 678,316.00	\$ 685,317.00	\$ 688,514.00	\$ 10,198.00
272	Senior Citizens	\$ 990,161.00	\$ 839,447.00	\$ 839,714.00	\$ (150,447.00)
275	Travel Council	\$ 4,013,589.00	\$ 4,231,250.00	\$ 4,234,716.00	\$ 221,127.00
291	OPIOID SETTLEMENT	\$ 70,000.00	\$ 60,000.00	\$ 60,000.00	\$ (10,000.00)
432	COVID-19 RELIEF FEDERAL	\$ 223,563.00	\$ 20,234.00	\$ -	\$ (223,563.00)
442	Capital Depreciation	\$ 250,000.00	\$ 250,000.00	\$ 200,000.00	\$ (50,000.00)
445	Municipal Building Authority	\$ 10,668,000.00	\$ 6,605,500.00	\$ 4,605,500.00	\$ (6,062,500.00)
449	REDEVELOPMENT AGENCY	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -
668	Vision Self-Insured	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -
669	EMPLOYEE BENEFITS	\$ 275,000.00	\$ 25,000.00	\$ 25,000.00	\$ (250,000.00)
770	HRA	\$ 431,000.00	\$ 430,000.00	\$ 430,000.00	\$ (1,000.00)
773	Dental	\$ 175,000.00	\$ 200,000.00	\$ 200,000.00	\$ 25,000.00
774	Hospital 1%	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ -
	Totals	\$ 71,157,861.00	\$ 57,186,441.00	\$ 55,259,009.00	\$ (15,898,852.00)

	2025 Adopted	2026 Tentative	2026 Proposed Budget	Difference from 2025
4111 COMMISSION	\$ 357,978.00	\$ 362,110.00	\$ 362,653.00	\$ 4,675.00
4112 LEGAL AND TECHNICAL	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -
4118 HUMAN RESOURCES	\$ 187,848.00	\$ 191,559.00	\$ 197,494.00	\$ 9,646.00
4122 JUSTICE COURT	\$ 439,720.00	\$ 473,683.00	\$ 473,974.00	\$ 34,254.00
4126 PUBLIC DEFENDER	\$ 178,000.00	\$ 175,500.00	\$ 175,500.00	\$ (2,500.00)
4136 INFORMATION TECHNOLOGY	\$ 1,299,833.00	\$ 1,298,134.00	\$ 1,298,626.00	\$ (1,207.00)
4142 CLERK/AUDITOR	\$ 448,344.00	\$ 458,113.00	\$ 443,337.00	\$ (5,007.00)
4143 TREASURER	\$ 393,731.00	\$ 415,735.00	\$ 415,989.00	\$ 22,258.00
4144 RECORDER	\$ 530,726.00	\$ 674,219.00	\$ 674,565.00	\$ 143,839.00
4145 ATTORNEY	\$ 871,747.00	\$ 806,410.00	\$ 806,950.00	\$ (64,797.00)
4146 ASSESSOR	\$ 883,686.00	\$ 971,778.00	\$ 972,424.00	\$ 88,738.00
4147 MOTOR VEHICLES	\$ 199,181.00	\$ 189,729.00	\$ 189,844.00	\$ (9,337.00)
4150 NON DEPARTMENTAL	\$ 826,500.00	\$ 871,500.00	\$ 871,500.00	\$ 45,000.00
4160 BUILDING & GROUNDS	\$ 1,427,236.00	\$ 1,438,123.00	\$ 1,454,585.00	\$ 27,349.00
4170 ELECTIONS	\$ 189,104.00	\$ 225,340.00	\$ 225,408.00	\$ 36,304.00
4180 PLANNING & ZONING	\$ 317,198.00	\$ 313,499.00	\$ 313,704.00	\$ (3,494.00)
4185 GOVERNMENT AFFAIRS	\$ 414,063.00	\$ 436,651.00	\$ 436,911.00	\$ 22,848.00
4186 VOLUNTEER/KCYC COORDINATOR	\$ -	\$ 137,414.00	\$ 137,461.00	\$ 137,461.00
4209 SCHOOL RESOURCE OFFICER	\$ 360,956.00	\$ 366,373.00	\$ 366,625.00	\$ 5,669.00
4210 SHERIFF	\$ 2,850,978.00	\$ 2,790,055.00	\$ 2,877,463.00	\$ 26,485.00
4211 DISPATCH	\$ 755,076.00	\$ 762,099.00	\$ 758,093.00	\$ 3,017.00
4212 EMERGENCY SERVICES	\$ 290,460.00	\$ 244,109.00	\$ 244,266.00	\$ (46,194.00)
4216 COURT SERVICES	\$ 355,432.00	\$ 365,249.00	\$ 433,625.00	\$ 78,193.00
4220 FIRE SUPPRESSION	\$ 249,000.00	\$ 249,000.00	\$ 249,000.00	\$ -
4242 BUILDING INSPECTOR	\$ 261,550.00	\$ 275,161.00	\$ 275,326.00	\$ 13,776.00
4310 HEALTH SERVICES	\$ 283,330.00	\$ 150,000.00	\$ 150,000.00	\$ (133,330.00)
4320 PUBLIC ASSISTANCE	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00
4450 SPRAYING	\$ 90,878.00	\$ 84,208.00	\$ 84,240.00	\$ (6,638.00)
4610 AGRICULTURAL EXTENSION	\$ 209,435.00	\$ 206,980.00	\$ 206,980.00	\$ (2,455.00)
4821 CONTRIBUTIONS	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ -
4830 TRANSFERS TO OTHER FUNDS	\$ 1,398,612.00	\$ 1,047,660.00	\$ 1,048,274.00	\$ (350,338.00)
	\$ 16,312,602.00	\$ 16,225,391.00	\$ 16,389,817.00	\$ 77,215.00

TOTAL GENERAL GOVERNMENT	\$ 9,550,925.00
TOTAL PUBLIC SAFETY	\$ 5,204,398.00
TOTAL PUBLIC HEALTH	\$ 165,000.00
TOTAL HIGHWAYS AND PUBLIC IMPROVEMENTS	\$ 84,240.00
TOTAL COMMUNITY ECONOMIC DEVELOPMENT	\$ 206,980.00
TOTAL TRANSFERS	\$ 1,178,274.00
 TOTAL GENERAL FUND EXPENDITURES	 \$ 16,389,817.00

ITEM # 3

Annual Report from the Healthy Kane County Foundation

ITEM # 4

Report/Discussion from Treasurer, Keiren Chatterley,
on Taxes Collected and Dispersed for 2025

ITEM # 5

Discuss/Approve the Outdoor Recreation Initiative
Grant for Vault Toilets at the Sand Caves

ITEM # 6

Discuss/Approve Adjusting the Location of the 3-Way
Stop Signs on Redwood Road in the Color Country
Subdivision from the Intersection at Arapaho to
Shoshone or Henry Road

ITEM # 7

Public Hearing Regarding Kane County Resolution No. R
2025-47, R 2025-48, R 2025-49 R 2025-50, and R 2025-51
Reappointing and Appointing Board Members to Various
Districts/Committees

ITEM # 8

Kane County Resolution No. R 2025-47 A
Resolution Reappointing Steven Schmidt to
the East Zion Special Service District
Administrative Control Board

KANE COUNTY RESOLUTION NO. R 2025 – 47

**A RESOLUTION REAPPOINTING STEVE SCHMIDT TO THE EAST ZION SPECIAL
SERVICE DISTRICT ADMINISTRATIVE CONTROL BOARD**

WHEREAS the term of office for Steve Schmidt serving on the East Zion Special Service District Administrative Control Board, will expire December 31, 2025; and

WHEREAS the Kane County Board of Commissioners (“Commission”) has complied with the requirements to solicit applicants to serve for this board position including taking public comment; and

WHEREAS the Commission desires to reappoint Steve Schmidt to the East Zion Special Service District Administrative Control Board;

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

1. Steve Schmidt is reappointed to serve as a board member on the Administrative Control Board of the East Zion Special Service District.
2. The term is a four-year term which begins on January 1, 2026 and will end on December 31, 2029 or when a replacement has been appointed, whichever is later.

ADOPTED this 16th day of December 2025.

Celeste Meyeres, Chair
Board of Commissioners
Kane County

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Commissioner Meyeres voted ____
Commissioner Kubeja voted ____
Commissioner Brown voted ____

ITEM # 9

Kane County Resolution No. R 2025-48 A Resolution
Reappointing Kelly Stowell to the Kane County
Recreation and Transportation Special Service District
Administrative Control Board

KANE COUNTY RESOLUTION NO. R 2025 – 48

**A RESOLUTION REAPPOINTING KELLY STOWELL TO THE KANE COUNTY
RECREATION AND TRANSPORTATION SPECIAL SERVICE DISTRICT
ADMINISTRATIVE CONTROL BOARD**

WHEREAS the term of office for Kelly Stowell serving on the Kane County Recreation and Transportation Special Service District Administrative Control Board, will expire December 31, 2025; and

WHEREAS the Kane County Board of Commissioners (“Commission”) has complied with the requirements to solicit applicants to serve for this board position including taking public comment; and

WHEREAS the Commission desires to reappoint Kelly Stowell to the Kane County Recreation and Transportation Special Service District Administrative Control Board;

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

1. Kelly Stowell is reappointed to serve as a board member on the Administrative Control Board of the Kane County Recreation and Transportation Special Service District.
2. The term is a four-year term which begins on January 1, 2026 and will end on December 31, 2029 or when a replacement has been appointed, whichever is later.

ADOPTED this 16th day of December 2025.

Celeste Meyeres, Chair
Board of Commissioners
Kane County

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Commissioner Meyeres voted ____
Commissioner Kubeja voted ____
Commissioner Brown voted ____

ITEM # 10

Kane County Resolution No. R 2025-49 A Resolution
Appointing Jennie Lassen and Ray Spencer to the Kane
County Recreation and Transportation Special Service
District Administrative Control Board

KANE COUNTY RESOLUTION NO. R 2025 – 49

**A RESOLUTION APPOINTING JENNIE LASSEN AND RAY SPENCER TO THE KANE
COUNTY RECREATION AND TRANSPORTATION SPECIAL SERVICE DISTRICT
ADMINISTRATIVE CONTROL BOARD**

WHEREAS the term of office for Andy Gant and Lance Jackson serving on the Kane County Recreation and Transportation Special Service District Administrative Control Board, will expire December 31, 2025; and

WHEREAS the Kane County Board of Commissioners (“Commission”) has complied with the requirements to solicit applicants to serve for these board positions including taking public comment; and

WHEREAS the Commission desires to appoint Jennie Lassen and Ray Spencer to the Kane County Recreation and Transportation Special Service District Administrative Control Board;

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

1. Jennie Lassen and Ray Spencer are appointed to serve as board members on the Administrative Control Board of the Kane County Recreation and Transportation Special Service District.
2. The terms are a four-year term which begins on January 1, 2026 and will end on December 31, 2029 or when a replacement has been appointed, whichever is later.

ADOPTED this 16th day of December 2025.

Celeste Meyeres, Chair
Board of Commissioners
Kane County

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Commissioner Meyeres voted ____
Commissioner Kubeja voted ____
Commissioner Brown voted ____

ITEM # 11

Kane County Resolution No. R 2025-50 A Resolution
Reappointing Kelly Stowell to the Kane County Resource
Development Committee Board

KANE COUNTY RESOLUTION NO. R 2025 – 50

**A RESOLUTION REAPPOINTING KELLY STOWELL TO THE KANE COUNTY
RESOURCE DEVELOPMENT COMMITTEE BOARD**

WHEREAS the term of office for Kelly Stowell serving on the Kane County Resource Development Committee Board, will expire December 31, 2025; and

WHEREAS the Kane County Board of Commissioners (“Commission”) has complied with the requirements to solicit applicants to serve for this board position including taking public comment; and

WHEREAS the Commission desires to reappoint Kelly Stowell to the Kane County Resource Development Committee Board;

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

1. Kelly Stowell is reappointed to serve as a board member of the Kane County Resource Development Committee Board.
2. The term is a two-year term which begins on January 1, 2026 and will end on December 31, 2027 or when a replacement has been appointed, whichever is later.

ADOPTED this 16th day of December 2025.

Celeste Meyeres, Chair
Board of Commissioners
Kane County

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Commissioner Meyeres voted ____
Commissioner Kubeja voted ____
Commissioner Brown voted ____

ITEM # 12

Kane County Resolution No. R 2025-51 A
Resolution Appointing Ray Spencer to the Kane
County Resource Development Committee
Board

KANE COUNTY RESOLUTION NO. R 2025 – 51

**A RESOLUTION APPOINTING RAY SPENCER TO THE KANE COUNTY RESOURCE
DEVELOPMENT COMMITTEE BOARD**

WHEREAS the term of office for Lance Jackson serving on the Kane County Resource Development Committee Board, will expire December 31, 2025; and

WHEREAS the Kane County Board of Commissioners (“Commission”) has complied with the requirements to solicit applicants to serve for this board position including taking public comment; and

WHEREAS the Commission desires to appoint Ray Spencer to the Kane County Resource Development Committee Board;

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

1. Ray Spencer is appointed to serve as a board member of the Kane County Resource Development Committee Board.
2. The term is a two-year term which begins on January 1, 2026 and will end on December 31, 2027 or when a replacement has been appointed, whichever is later.

ADOPTED this 16th day of December 2025.

Celeste Meyeres, Chair
Board of Commissioners
Kane County

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Commissioner Meyeres voted ____
Commissioner Kubeja voted ____
Commissioner Brown voted ____

ITEM # 13

Public Hearing Regarding Kane County Ordinance No. O
2025-42, O 2025-44, O 2025-45, and O 2025-46 Vacating
Public Utility Easements

ITEM # 14

Kane County Ordinance No. O 2025-42 An Ordinance
Vacating Two Seven and a Half Foot Public Utility
Easements in the Strawberry Valley Estates Subdivision
Unit 4 Amended Lots 13 & 14

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: December 16, 2025

Dept. / Business Name: Land Use

Topic/Re: Full Boundary Adjustment with Termination of Easements:
Buttars

Public Hearing: Yes

Description: Approve / Deny: Strawberry Valley Estates, Unit 4 lots 45-13 & 45-14 creating new lot 45-13 containing .92 acres, and vacating two 7.5-foot public utility easements by ordinance 2025-42; submitted by Tom Avant, Iron Rock Group LLC, holding power of attorney.

Attachments: Ordinance 2025-42, Plat, Staff Report

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O-2025-42

**AN ORDINANCE VACATING TWO SEVEN AND A HALF FOOT PUBLIC UTILITY
EASEMENTS IN THE STRAWBERRY VALLEY ESTATES SUBDIVISION UNIT 4
AMENDED LOTS 13 & 14**

WHEREAS, the Kane County Administrative Land Use Authority and the Kane County Board of Commissioners desire to vacate two 7.5-foot public utility easements (P.U.E.) between lots 13 & 14 which lines are being adjusted by a full boundary adjustment in the Strawberry Valley Estates Unit 4 Subdivision Amended lots 13 & 14; and

WHEREAS, the proposed vacating of two 7.5- foot PUE complies with Utah Code §17-79-713.3, 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 two 7.5-foot public utility easements; and

WHEREAS, Utah Code §17-79-713.3: 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 to vacate the two 7.5-foot public utility easements good cause exists for the vacation; and b) the public interest or any person will not be materially injured by the proposed vacation; and

WHEREAS, all public utility providers signed termination agreements; 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 lots 13 and 14 are hereby vacated.

Section 2. *Legal Description.*

The affected property is located in the Strawberry Valley Estates, Unit 4, all of lots 13 & 14 in the NW1/4 of 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	_____

COUNTY:

Kane County, a political subdivision of the State of Utah

By: _____

Celeste Meyeres

Chair, Kane County Commission

Corporate Acknowledgment

State of Utah

§

County of _____)

On this ____ day of _____, in the year 20____, personally appeared before me
Date Month Year

_____, whose identity is personally known to me (or proven on the basis
Name of document signer
of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the

_____ of _____ and that said
Title of office Name of Organization

document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution
of its Board of Directors), and also acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(Notary signature and seal)

Notary Printed Name _____ My Commission Expires _____

Residing in _____, County



Administrative Land Use Staff Report

DATE: Wednesday, December 10, 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 2025-44 vacating thirteen (13) 7.5-foot 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 57-1-45.5**. 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 Stan and Verlee Peterson and Vay and Verde Mickelson combining lots 70, 71, 72, 73, 78, 79, & 81 to new lot s 70 & 78 through a full boundary adjustment and Ordinance O-2025-44 for vacating thirteen (13) 7.5- foot utility easements, located in Zion View Mountain Estates, Unit "E" Amended Subdivision between lots 70, 71, 72, 73, 78, 79, & 81, is hereby approved. Ordinance O-2025-44 is recommended to the Kane County Commissioners for approval.

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

ITEM # 15

Kane County Ordinance No. O 2025-44 An Ordinance
Vacating Thirteen Five Foot Public Utility Easements in
the Zion View Mountain Estates Subdivision Unit “E”
Amended Lots 70, 71, 72, 73, 78, 79, and 81

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: December 16, 2025

Dept. / Business Name: Land Use

Topic/Re: Full Boundary Adjustment with Termination of Easements:
Mickelson

Public Hearing: Yes

Description: Approve / Deny: Strawberry Pines, Unit A Subdivision lots 46-70, 46-71, 46-72, 46-73, creating new lot 46-70 containing approximately 2.06 acres and lots 46-78, 46-79, 46-81 creating new lot 46-78 containing 1.71 acres, and vacating thirteen 7.5-foot public utility easements by ordinance 2025-44; submitted by Mike Stewart, Red Sands Geomatics, holding power of attorney.

Attachments: Ordinance 2025-44, Plat, Staff Report

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O-2025-44

**AN ORDINANCE VACATING THIRTEEN FIVE FOOT PUBLIC UTILITY
EASEMENTS IN THE ZION VIEW MOUNTAIN ESTATES SUBDIVISION UNIT “E”
AMENDED LOTS 70, 71, 72, 73, 78, 79, AND 81**

WHEREAS, the Kane County Administrative Land Use Authority and the Kane County Board of Commissioners desire to vacate thirteen 7.5-foot public utility easements (P.U.E.) between lots 70, 71, 72, 73, 78, 79, and 81 which lines are being adjusted by a full boundary adjustment in the Zion View Mountain Estates, Unit E, Amended lots 70, 71, 72, 73, 78, 79, and 81; and

WHEREAS, the proposed vacating of thirteen 7.5- foot PUE 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 thirteen 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 to vacate the thirteen 7.5-foot public utility easements good cause exists for the vacation; and b) the public interest or any person will not be materially injured by the proposed vacation; and

WHEREAS, all public utility providers signed termination agreements; 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 thirteen 7.5-foot public utility easements located in between lots 70, 71, 72, 73, 78, 79 and 81 are hereby vacated.

Section 2. *Legal Description.*

The affected property is located in the Zion View Mountain Estates, Unit E, all of lots 70, 71, 72, 73, 78, 79 and 81 in the 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 _____

COUNTY:

Kane County, a political subdivision of the State of Utah

By: _____

Celeste Meyeres

Chair, Kane County Commission

Corporate Acknowledgment

State of Utah

§
County of _____)

On this ____ day of _____, in the year 20____, personally appeared before me
Date Month Year

_____, whose identity is personally known to me (or proven on the basis
Name of document signer
of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the

_____ of _____ and that said
Title of office Name of Organization
document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution
of its Board of Directors), and also acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(Notary signature)

(Notary Seal)

Notary Printed Name _____ My Commission Expires _____

Residing in _____, County



Administrative Land Use Staff Report

DATE: Wednesday, December 10, 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 2025-44 vacating thirteen (13) 7.5-foot 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 57-1-45.5**. 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 Stan and Verlee Peterson and Vay and Verde Mickelson combining lots 70, 71, 72, 73, 78, 79, & 81 to new lot s 70 & 78 through a full boundary adjustment and Ordinance O-2025-44 for vacating thirteen (13) 7.5- foot utility easements, located in Zion View Mountain Estates, Unit "E" Amended Subdivision between lots 70, 71, 72, 73, 78, 79, & 81, is hereby approved. Ordinance O-2025-44 is recommended to the Kane County Commissioners for approval.

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

ITEM # 16

Kane County Ordinance No. O 2025-45 An Ordinance
Vacating Two Seven and a Half Foot Public Utility
Easements in the Amended Plat of Lots 25 & 26
Strawberry Pines, Unit "A"

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: December 16, 2025

Dept. /Business Name: Land Use

Topic/Re: Full Boundary Adjustment with Termination of Easements:
Pringle

Public Hearing: Yes

Description: Approve / Deny: Strawberry Pines Unit "A" lots 159-25 and 159-26 containing approximately 1.46 acres and vacating two 7.5-foot public utility easements by ordinance 2025-45; submitted by Brent Carter, New Horizons Engineering, holding power of attorney.

Attachments: Ordinance 2025-45, Plat, Staff report

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O-2025-45

AN ORDINANCE VACATING TWO SEVEN AND A HALF FOOT PUBLIC UTILITY EASEMENTS IN THE AMENDED PLAT OF LOTS 25 & 26 STRAWBERRY PINES, UNIT "A"

WHEREAS, the Kane County Administrative Land Use Authority and the Kane County Board of Commissioners desire to vacate two 7.5-foot public utility easements (P.U.E.) between lots 25 and 26 which lines are being vacated for a full boundary adjustment in the Amended Strawberry Pines, Unit "A" all of lots 25 & 26; and

WHEREAS, the proposed vacating of two 7.5 PUE 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 two 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 to vacate the two 7.5-foot public utility easements good cause exists for the vacation; and b) the public interest or any person will not be materially injured by the proposed vacation; and

WHEREAS, all public utility providers signed termination agreements; 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 lots 25 and 26 are hereby vacated.

Section 2. *Legal Description.*

The affected property is located in the Amended Plat of all of lot 25 & all of lot 26, Strawberry Pines, Unit "A" within the SE1/4 of Section 21 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 _____

COUNTY:

Kane County, a political subdivision of the State of Utah

By: _____
Celeste Meyeres
Chair, Kane County Commission

Corporate Acknowledgment

State of Utah

§
County of _____)

On this ____ day of _____, in the year 20____, personally appeared before me
Date Month Year
_____, whose identity is personally known to me (or proven on the basis of
Name of document signer
satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the

_____ of _____ and that said document
Title of office Name of Organization
was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board
of Directors), and also acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(Notary signature)

(Notary Seal)

Notary Printed Name _____ My Commission Expires _____

Residing in _____, County



Administrative Land Use Staff Report

DATE: December 10, 2025, at 4:00

p.m.

The **Kane County Administrative** located at the Kane County meeting, the ALUA **approved** the Ordinance 2025-45, vacating two Commissioners based on the **603 and 609.5, Utah Code 57-1-** regulations, land use decisions, and complete application was

Land Use Authority (ALUA) met in the **Land Use Office** Courthouse, 76 N. Main Street, Kanab, Utah. During this full boundary adjustment application and recommended (2) 7.5 Public Utility Easements, to the Kane County findings outlined in **Utah State Code §17-27a-522, 17-27a-4.5** The application complies with all applicable land use development standards that were in effect at the time the 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 Bryan E. Pringle and Therese Pringle, combining lots 25 & 26 into new lot 25, totaling 1.46 acres, located in Strawberry Pines Unit A Subdivision, 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

ITEM # 17

Kane County Ordinance No. O 2025-46 An Ordinance
Vacating Three Seven and a Half Foot Public Utility
Easements between Lots 19, 20, and 16, and One 10-
Foot Public Utility Easement between Lots 16, 19, and 20
and Vacating Lots 19 and 20 out of the Ponderosa Villa
Subdivision Plat "H" and Extending it into New Lot 16 in
the Amended Plat "B" in Ponderosa Villa Subdivision

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: December 16, 2025

Dept. / Business Name: Land Use

Topic/Re: Amending, Extending and Vacating within a Subdivision:
Pringle

Public Hearing: Yes

Description: Approve / Deny: Ponderosa Villa Plat "B" lots 21-16 and Ponderosa Villa Plat "H" lots 44-Vacating lots 44-19 & 44-20 out of Ponderosa Villa "H" by Ordinance 2025-46, and extending them into new lot 21-16 in the Ponderosa Villa Plat "B" containing approximately 8.60 acres. Vacating three (3) 7.5-foot public utility easements by Ordinance 2025-46. Vacating one (1) 10-foot public utility easement by Ordinance 2025-46; submitted by Brent Carter, New Horizons Engineering, holding power of attorney.

Attachments: Ordinance 2025-46, plat, Staff report

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O-2025-46

AN ORDINANCE VACATING THREE SEVEN AND A HALF FOOT PUBLIC UTILITY EASEMENTS BETWEEN LOTS 19, 20 AND 16, AND ONE 10-FOOT PUBLIC UTILITY EASEMENT BETWEEN LOTS 16, 19 AND 20 AND VACATING LOTS 19 AND 20 OUT OF THE PONDEROSA VILLA SUBDIVISION PLAT "H" AND EXTENDING IT INTO NEW LOT 16 IN THE AMENDED PLAT "B" IN PONDEROSA VILLA SUBDIVISION

WHEREAS, the Kane County Administrative Land Use Authority and the Kane County Board of Commissioners desire to vacate three 7.5-foot public utility easements (P.U.E.) between lots 19 & 20 and vacate one 10-foot PUE between lots 19, 20 and 16 which lines are being vacated for an amending, extending and vacating an amended plat in the Amended Ponderosa Villa Plats "H" and "B"; and

WHEREAS, the proposed vacating of three 7.5 PUE, and one 10-foot P.U.E. between lots 16, 19 & 20 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 three 7.5-foot public utility easements; and a 10-ft PUE and lots 19 & 20; and

WHEREAS, the Kane County Board of Commissioners desire to vacate all of lots 19 and 20 out of the Ponderosa Villa Subdivision Plat "H"; 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, c) 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 to vacate the three 7.5-foot public utility easements, one 10-ft PUE and two lots 19 and 20 and find good cause exists for the vacation; and b) the public interest or any person will not be materially injured by the proposed vacation.; and

WHEREAS, all public utility providers signed termination agreements.

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 and two lots.*

The three 7.5-foot public utility easements between all of lot 19, Amended Plat "H" Ponderosa Villa Subdivision and all of lot Twenty (20) Amended Plat "H" Ponderosa Villa Subdivision and all of lots amended 15, 16 and 16A a 10-ft PUE located in between lots 19, 20 & 16 and lots 19 & 20 are hereby vacated and lots 19 & 20 are hereby vacated out of Ponderosa Villa Subdivision Plat "H" Amended.

Section 2. *Legal Description.*

The affected property is located in the Amended Plat of lots 19, 20 & 16, Ponderosa Villa, Plats "H" and "B"

all of lot nineteen (19) Amended Plat "H" Ponderosa Villa Subdivision and All of lot twenty (20), Amended Plat "H" Ponderosa Villa Subdivision within the SW1/4 of Section 16 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 _____

COUNTY:

Kane County, a political subdivision of the State of Utah

By: _____
Celeste Meyeres
Chair, Kane County Commission

Corporate Acknowledgment

State of Utah

§
County of _____)

On this ____ day of _____, in the year 20____, personally appeared before me
Date Month Year
_____, whose identity is personally known to me (or proven on the basis of
Name of document signer
satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the

_____ of _____ and that said document
Title of office Name of Organization
was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board
of Directors), and also acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(Notary signature)

(Notary Seal)

Notary Printed Name _____ My Commission Expires _____

Residing in _____, County

AMENDED AND VACATED PLAT OF LOTS 19 & 20, PONDEROSA VILLA, PLAT "H" AMENDED

SW 1/4 SECTION 16, T38S-R7W S.L.B.&M.

SURVEYOR'S CERTIFICATE

[illegible]

~~NOTICE OF CONSENT BY LAND USE AUTHORITY~~

[illegible]

OWNERS CONSENT and CONVEYANCE

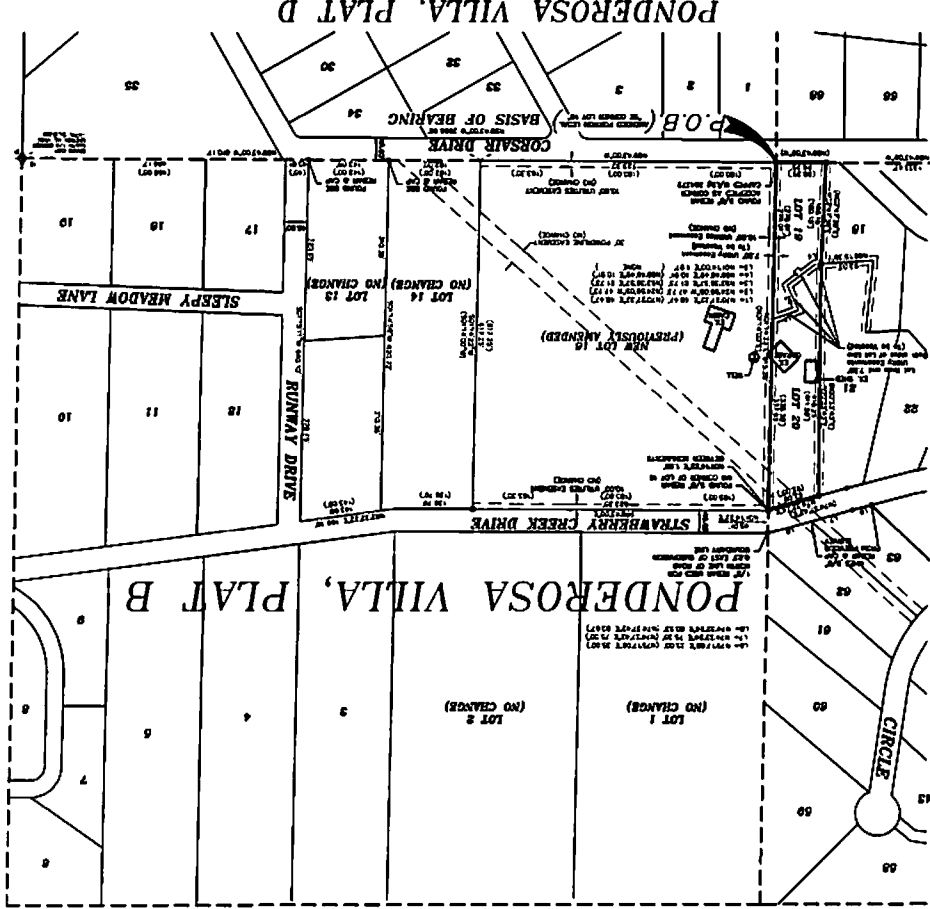
The Owner(s) of the Property described in the Boundary Description consent to the incorporation and recording of the Amended and Waived Plot. Waiving Lots 19 & 20 from the Amended and Waived Plot. "X" marked and to the Conveyance of said new Parcel from the below referenced Who Part "X" marked and to the Conveyance of said new Parcel from the below referenced Owners to the below named Owners, as per this plat.

Witness My Hand and Seal of Office this _____ day of _____, 20____.

ACKNOWLEDGEMENT

DATE OF _____
 TIME OF _____
 PLACE OF _____
 NAME OF _____
 DAY OF _____
 MONTH OF _____
 YEAR OF _____
 PERSONALLY APPEARED BEFORE ME _____
 TO _____
 I, _____, ATTORNEY FOR SAID _____
 A. C. _____
 OF THE COUNTY OF _____
 STATE OF _____
 DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY _____
 WAS DEED BY DE GRACE OF DE ABOVE DESCRIBED PROPERTY _____
 TO _____

PONDEROSA VILLA, PLAT H AMENDED



LEGEND

- 0123456789 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
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COUNTY SURVEYOR CERTIFICATE

the Kane County Surveyor, do hereby certify that this office has examined the above subdivision agreement and, and have determined that it is correct and in accordance with information on file in this office and recommend it for approval. This

KANE COUNTY SUPERVISOR

SURVEY NARRATIVE

[illegible]

CERTIFICATE OF RECORDING

COUNTY RECORDS OF KANE COUNTY, UTAH DO HEREBY CERTIFY
 THAT THE ABOVE SUBSCRIBED AFFIDAVIT WAS FILED FOR RECORD IN MY OFFICE ON
 _____ DAY OF _____, 20____
 _____ PAGE _____ FILED _____
 _____ COUNTY NO. _____ DATE _____ TIME _____
 KANE COUNTY RECORDS

KANE COUNTY
AMENDED AND VACATED PLAT OF LOTS 19 & 20,
PONDEROSA VILLA, PLAT "H" AMENDED

PREPARED FOR: BRYAN E. PRINGLE AND TERESA A. C. PRINGLE

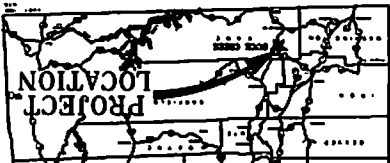
LOCATION: WITHIN SW 1/4 SECTION 16, T38S-R7W, S1.B.M.

DATE: 11/15/2025
REVISION#3: 12/09/2025



NEW HORIZON

Engineering & Surveying LLC
4103 N. Morgan Drive
(435) 558-4104





Administrative Land Use Staff Report

DATE: December 10, 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 amending, extending and vacating in the Ponderosa Villa Subdivision Plat "H" and Plat "B" application and recommended Ordinance 2025-46, vacating three (3) 7.5 Public Utility Easements and a 10-ft PUE and vacating lots 19 & 20 out of Ponderosa Villa "H" and extending the two lots into Ponderosa Villa Plat "B" into new lot 16, 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 amending, extending and vacating a subdivision plat.
- 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 c) All public utility providers signed termination agreements.

Approval:

The application for an amending, extending and vacating a subdivision plat and public utility easements submitted on behalf of Bryan E. Pringle and Therese Pringle, vacating lots 19 & 20 and combining them into new lot 16 in the Ponderosa Villa "B" totaling 8.60 acres and vacating four PUE, located in Ponderosa Villa Plats "B" and "H" Subdivision, 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

ITEM # 18

Kane County Ordinance No. O 2025-28 An Ordinance
Establishing Zoning, Concept Plan and Development
Agreement for the Proposed Zion Spirit a Planned Unit
Development

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: December 16, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-28 PUD Zone Change and Development Agreement: McLaws

Public Hearing: No

Description: An application to consider a Development Agreement and a proposal for the Zion Spirit PUD Zone Change from Commercial 2 (C-2) to PUD Residential 1 (PUD R-1) and PUD Commercial 2 (PUD C-2) for Parcels 1-9-4-6 and 1-9-4-7A containing approximately 241.68 acres, located in East Zion, Kane County, Utah. The application has been submitted by Kevin McLaws and will be considered under Ordinance No. 2025-28.

This project was incomplete at the time of the P&Z meeting. The Planning Commission agreed to review the project and make a recommendation to the County Commissioners based on the contingency that the project application was complete before the Kane County Commission meeting on the 16th. We are submitting it to you for the agenda but may need to remove this item if the application does not get completed in time.

The Planning Commission's vote was 6 aye 1 nay in favor of approving

Attachments: O-2025-28, Development Agreement, Site Plan, Overall View, Unit Example, Staff Report

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O 2025-28

AN ORDINANCE ESTABLISHING ZONING, CONCEPT PLAN AND DEVELOPMENT AGREEMENT FOR THE PROPOSED ZION SPIRIT A PLANNED UNIT DEVELOPMENT

WHEREAS, Zion Spirit, LLC submitted an Application for a Planned Unit Development (PUD) Zone Change, Concept Plan and Development Agreement for the Zion Spirit Planned Unit Development, which has been reviewed by the Kane County Land Use Authority Administrator, County Attorney, County Engineer; and

WHEREAS, Zion Spirit, LLC is requesting PUD Residential 1, and PUD Commercial 2 zoning designations for the property described within the Application; and

WHEREAS, the Kane County Planning Commission held a duly noticed public hearing and recommended to the Board of County Commissioners approval of the zone change, concept plan and development agreement; and

WHEREAS, the Kane County Board of Commissioners finds that the requested zone change is in accordance with the Kane County Land Use Ordinance, and Kane County General Plan, and the Kane County Board of Commissioners desires to implement the zone changes as set forth below; and

WHEREAS, the statutory authority for enacting this ordinance is Utah State Code §§ 17-79-505;

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

Parcels: 1-9-4-6 and 1-9-4-7A

Acres: 214.68 acres

LEGAL DESCRIPTION PARCEL 1-9-4-6: Legal COMM AT THE NW COR OF SEC 4 T41S R9W SLB&M, TH S 89°57'00" E 1351.46 FT ALG THE SEC LINE TO THE PT OF BEG, & RUN TH S 89°57'00" E 495.96 FT; TH S 14°44'55" E 524.18 FT; TH S 46°03'24" E 594.86 FT; TH S 89°56'26" E 272.25 FT; TH S 41°22'41" E 883.29 FT; TH S 05°15'33" W 370.04 FT; TH S 17°51'13" W 801.12 FT; TH S 42°35'18" W 760.66 FT; TH S 52°59'53" W 288.18 FT; TH S 85°21'15" W 808.81 FT; TH N 80°56'32" W 332.73 FT; TH N 64°05'13" W 586.95 FT; TH N 28°05'42" W 1284.31 FT TO A PT ON THE W SEC LINE OF SAID SEC 4; TH N 00°44'10" E 251.94 FT ALG THE SEC LINE; TH N 37°18'45" E 1156.93 FT; TH N 51°55'02" E 874.11 FT; TH N 02°17'58" W 360.43 FT TO THE PT OF BEG. CONTAINS 173.16 AC, M/L.

TOG WITH A 25.0 FT WIDE INGRESS/EGRESS ACCESS & UTILITY EASEMENT, BEING 12.5 FT EACH SIDE OF THE FOLLOWING DESC'D CENTERLINE: COMM AT THE SW COR OF SEC 4 T41S R9W SLB&M; TH S 00°30'55" E 1267.05 FT ALG THE SEC LINE; TH E 582.69 FT TO THE PT OF BEG, SAID PT BEING ON THE E'LY R/W LINE OF NORTH FORK ROAD AS RECORDED AS DOCUMENT ENTRY #88290 IN KANE COUNTY OFFICIAL RECORDS; TH S 85°22'23" E 298.91 FT; TH N 77°16'40" E 277.16 FT; TH N 86°32'28" E 296.85 FT; TH N 52°16'18" E 140.49 FT; TH N 80°42'46" E 66.59 FT; TH N 28°22'12" E 218.83 FT; TH N 30°02'19" W 1093.42 FT; TH N 08°26'57" E

Ordinance 2025-28

154.51 FT; TH N 18°42'57" W 129.30 FT; TH N 05°49'02" E 324.67 FT; TH N 08°27'20" W 365.56 FT;
TH N 12°34'32" E 199.22 FT; TH N 63°27'02" E 145.30 FT; TH N 39°33'59" E 127.83 FT; TH N
48°00'50" E 147.82 FT; TH N 05°26'37" E 173.22 FT; TH N 24°06'31" W 227.78 FT TO THE PT OF
TERMINUS. CONTAINS 4,387 LINEAL FT & 2.52 AC.
TOG WITH AN EXCLUSIVE WATER TANK SITE EASEMENT (0606-6/12)
WITHIN TAX DIST;S 12_01 EZCRA-2 (MOSTLY) & 06_01 EZCRA-1

LEGAL DESCRIPTION PARCEL 1-9-4-7A: Legal BEG AT THE NE COR OF SEC 4 T41S R9W
SLB&M, & RUN TH S 00°02'16" E 1332.17 FT ALG THE SEC LINE TO THE N 1/16 COR & THE NE
COR OF PROP DESC'D IN DOCUMENT ENTRY #00189065 OF OFFICIAL KANE COUNTY
RECORDS; TH N 89°56'25" W 652.79 FT ALG THE 1/16TH SEC LINE & SAID PROP LINE; TH S
00°03'32" W 666.03 FT ALG THE W LINE OF SAID PROP; TH S 89°55'14" E 530.50 FT ALG THE S
LINE OF SAID PROP TO THE NW COR OF PROP DESC'D IN DOCUMENT ENTRY #00144227 OF
OFFICIAL KANE COUNTY RECORDS; TH S 00°08'16" W 77.14 FT ALG THE W LINE OF SAID
PROP; TH S 82°22'12" E 124.76 FT ALG THE SLY LINE OF SAID PROP TO A PT ON THE E SEC
LINE; TH S 00°02'16" E 572.38 FT ALG THE SEC LINE TO THE E ½ COR OF SAID SEC 4; TH S
00°02'16" E 666.09 FT ALG THE SEC LINE TO THE S 1/16 COR; TH N 89°55'34" W 1312.32 FT
ALG THE 1/64 SEC LINE; TH S 00°09'20" W 665.98 FT ALG THE 1/16 SEC LINE; TH N 89°55'17"
W 3943.72 FT ALG THE 1/16 SEC LINE TO A PT ON THE W LINE OF SAID SEC 4; TH N
00°44'10" E 1331.40 FT ALG THE SEC LINE TO THE W ¼ COR OF SAID SEC 4; TH N 00°44'10" E
590.08 FT ALG THE SEC LINE; TH S 28°05'42" E 1284.31 FT; TH S 64°05'13" E 586.95 FT; TH S
80°56'32" E 332.73 FT; TH N 85°21'15" E 808.81 FT; TH N 52°59'53" E 288.18 FT; TH N 42°35'18" E
760.66 FT; TH N 17°51'13" E 801.12 FT; TH N 05°15'33" E 370.04 FT; TH N 41°22'41" W 883.29 FT;
TH N 89°56'26" W 272.25 FT; TH N 46°03'24" W 594.86 FT; TH N 14°44'55" W 524.18 FT; TH S
89°57'00" E 3356.92 FT TO THE PT OF BEG. CONTAINS 245.03 AC, M/L.
TOG WITH AN EXCLUSIVE WATER TANK SITE EASEMENT (0606-6/12)
WITHIN TAX DISTRICTS 12_01 EZCRA-2 (MOSTLY) & 06_01 EZCRA-1

Set forth in Exhibit A (attached) CONCEPT PLAN

The above described parcels are hereby rezoned to PUD Residential 1, PUD Commercial 2, as
set forth in the Development Agreement attached as Exhibit B.

The Land Use Administrator and Government Affairs Director are directed to revise the official
Kane County zoning map to reflect the zoning established by this ordinance.

Set forth in Exhibit B (attached) The Development Agreement

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

Section 1. Establishment of PUD Zones.
Two Planned Unit Development zones which will be known as PUD-Residential 1 and PUD
Commercial 2 are hereby established.

Section 2. Legal Description.
The affected property includes parcels 1-9-4-6 and 1-9-4-7A in the NW1/4 of Section 4
Township 41 South, Range 9 West, Salt Lake Base and Meridian, Kane County, Utah. The
complete legal description shall be recorded 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 shall 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 ----

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

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

ADOPTED this ____ day of _____, 2025.

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

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

By: _____
 Celeste Meyeres
Chair, Kane County Commission

Corporate Acknowledgment

State of Utah
 §
County of _____)

On this _____ day of _____, in the year 20____, personally appeared before me
 Date Month Year
_____, whose identity is personally known to me (or proven on the basis
 Name of document signer
of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Kane County
Commission Chair of _____ and that said document was signed by
 Name of Organization
him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of
Directors), and also acknowledged to me that said Corporation executed the same.
Witness my hand and official seal.

(Notary signature)

(Notary Seal)

Notary Printed Name _____ My Commission Expires _____
Residing in _____, County

WHEN RECORDED RETURN TO:
Dentons Durham Jones Pinegar
c/o Brent N. Bateman
1557 W Innovation Way, Ste 400
Lehi, UT 84043

**DEVELOPMENT AGREEMENT
FOR
ZION SPIRIT PUD
A Planned Unit Development**

This DEVELOPMENT AGREEMENT FOR ZION SPIRIT PUD (“**Agreement**”) is entered into on this ____ day of _____, 2025 (“**Effective Date**”), by Zion Spirit, LLC, a Utah limited liability company (“**Developer**”), and Kane County, a political subdivision of the State of Utah (“**County**”). Together, County and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**” hereto.

RECITALS

A. Developer owns certain property located in Kane County Utah, legally described on the attached and incorporated Exhibit A (“**Property**”), known by the following Kane County Tax ID numbers: 1-9-4-6, 1-9-4-7A.

B. Developer, as Owner of the Property, intends to create a mixed-use planned unit development project on the Property, consisting of residential units, common areas, and a hotel/resort with associated amenities (“**Project**”), which shall be known as “Zion Spirit PUD,” as generally depicted on the site plan (“**Site Plan**”) attached hereto as Exhibit B.

C. The Property is currently zoned C-2, and is subject to an application to rezone to the PUD C-2 zoning designation, (“**New Zoning**”), which will permit development of the Project in accordance with the Site Plan. The Parties desire to enter into this Agreement in connection and conjunction with, and as a condition of, rezoning the Property to the New Zoning.

D. This Agreement is provided in fulfillment of Section 9-20-3-M of the Land Use Ordinance of Kane County, Utah (“**Code**”), which requires the Parties to agree to certain terms related to development of the Project.

E. Each of the Parties is willing to enter into this Agreement in order to implement the purposes of applicable state law and the County’s Land Use Ordinance.

F. Pursuant to its authority under Utah Code §§ 17-27a-102, *et seq.*, County, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) the County Land Use, Development, and Management Act, (ii) the County’s General Plan, and (iii) the Code. As a result of such determination the County (i) has elected to

approve the Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the County.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Interpretation.

1.1. The foregoing Recitals and all Exhibits are hereby incorporated into this Agreement.

1.2. Whenever in this Agreement:

1.2.1. there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;

1.2.2. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and

1.2.3. wherever there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

2. Project Development.

2.1. Developer is vested to develop the following on the Property as part of the Project:

2.1.1. *Hotel Unit.* As depicted in the Site Plan, Developer shall develop a first-class, high-quality hotel building consisting of up to 61 guest sleeping units, designed for temporary lodging for compensation (“**Hotel Unit**”);

2.1.2. *Hotel Amenities.* In association with the Hotel Unit, Developer shall develop such amenities typically associated with a resort/hotel, including indoor and outdoor amenities including but not limited to a pool, spa restaurant, bar, gate houses, hotel offices, and parking. (“**Hotel Amenities**”);

2.1.3. *Residential Units.* As depicted in the Site Plan, Developer shall subdivide and develop up to 18 independently owned residential units, which may be used for long or short-term rentals by the individual unit owner ("**Residential Units**");

2.1.4. *Common Areas.* As depicted in the Site Plan, Developer shall develop certain areas that shall be designated as Common Areas as that term is interpreted under Utah Law, for the ownership and benefit of the Unit Owners ("**Common Areas**").

2.2. Prior to the recording of any final plat within the Project, an Owner's Association ("**Association**") shall be formed and organized, and covenants, conditions, and restrictions applicable to the Project ("**CC&Rs**") shall be recorded against the Property. Among other things, the CC&Rs shall give the Association authority to impose and enforce covenants, rules, assessments, and architectural and land use controls consistent with the County's ordinances, Utah state law, and this Agreement.

2.3. All roads within the boundaries of the Project, shall be private and not dedicated to the County or to public use, and shall be owned, operated, and maintained by the Association, and governed by the CC&Rs.

2.4.

2.5. The developer is allowed the following exceptions to the county construction and design standards:. The road width may be reduced to 20-foot travelled width for two-way roads, and 12-foot width for one-way roads. Right-of-way, easements, and other widths may be allowed to be 50 feet in width to accommodate a more rural feeling and lighter development impact on the environment. North Access Road may be reduced up to being a 66 foot right-of-way.

2.6. The Project may be developed in one or more phases, with one or more units developed as part of a specific phase. Phasing of the Project shall depend on the most efficient and economic development of the Project in light of multiple factors, such as market conditions, infrastructure planning, competition, the public interest and other similar factors. Planning for each phase will include planning for infrastructure and improvements to be installed with each phase. Developer anticipates that the Hotel Unit will be developed as part of the first development phase.

2.7. Notwithstanding any other provision of this Agreement, the Parties understand that the final layout of any phase of the Project may vary slightly from the concept currently proposed by the Developer in the Site Plan. Non-material modifications to the Site Plan may be approved by County staff in accordance with this Agreement and the ordinances in place as of the Effective Date. Material modifications to the Site Plan require the County's written approval and shall go through the County's approval process.

2.8. Developer may sell or transfer one or more portions of the Project to one or more successor-developers ("**Successor Developer**"), selected by Developer. Developer may do so

without modification of this Agreement. The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer's portion of the Project in accordance with this Agreement. Upon such sale Successor Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer, and Developer will no longer be obligated under this Agreement in any respect with regard to the portion of the Property sold to the Successor Developer. Developer will retain all rights and obligations hereunder with respect to unsold or untransferred portions of the Project.

2.9. The Project shall maintain a minimum of 20% open space, as shown on the Site Plan..

2.10. Employee housing units shall be an inseparable part of the Hotel Unit and owned by the owner of the Hotel Unit. Employee housing units shall be constructed in accordance with County requirements, and shall be used for employee housing only and not as rental units.

3. Default.

3.1. If Developer or County fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide notice to the other party. If the County believes that the Default has been committed by a Successor Developer, then the County shall also provide a courtesy copy of the notice to Developer.

3.2. The Notice of Default shall:

3.2.1. *Claim of Default.* Specify the claimed event of Default;

3.2.2. *Identification of Provisions.* Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

3.2.3. *Specify Materiality.* Identify why the Default is claimed to be material;
and

3.2.4. *Optional Proposed Cure.* If the non-defaulting party chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

3.3. If the parties are not able to resolve the Default then the parties may have the following remedies:

3.3.1. *Legal Remedies.* The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages.

3.3.2. *Enforcement of Security.* The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

3.3.3. *Withholding Further Development Approvals.* The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer, or in the case of a default by a Successor Developer, development of those Parcels owned by the Successor Developer until the default has been cured.

3.4. If any Default cannot be reasonably cured within sixty days, then such cure period shall be extended so long as the defaulting party can provide evidence that it is pursuing a cure with reasonable diligence

4. Notices.

4.1. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

With a copy to:

To the County:

With a copy to:

4.2. Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

4.2.1. *Physical Delivery.* Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice.

4.2.2. *Electronic Delivery.* Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the notice.

4.2.3. *Mail Delivery.* On the day the notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered

to the United States Mail. Any party may change its address for Notice under this Agreement by giving written Notice to the other party in accordance with the provisions of this section.

5. General Provisions.

5.1. Term. Unless terminated earlier by written amendment between the parties, the term of this Agreement as it relates to the development of the Property shall be until December 31, 2035, unless an extension is agreed upon by both parties. The County shall provide written notice 60-days prior to the term limit. Should the term default, without an extension, a suspension of new building permits and new occupancy approvals shall be in place until the deficiencies are corrected. After the deficiencies are corrected, the termination date of this agreement may be amended with a written amendment between the parties.

5.2. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

5.3. Governing Law. This Agreement will be construed in accordance with the laws of the State of Utah.

5.4. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be affected thereby and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

5.5. Waiver and Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement and any provision contained herein may be extended, modified or amended only with the express written consent of the Parties.

5.6. Captions and Interpretations. The captions and headings contained in this Agreement are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Agreement. Whenever appropriate in this Agreement, personal pronouns shall be deemed to include all other genders and the singular shall be deemed to include the plural and vice versa. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representative drafted such provision. Nothing contained in this Agreement and no action by the Parties will be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, or a partnership or a joint venture or any association between the Parties.

5.7. Binding Effect; Covenants Run With the Land. All of the terms and provisions contained in this Agreement constitute covenants running with the land which shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

5.8. No Dedication. The easements and agreements contained in this Agreement are not intended and shall not be construed as a dedication any portion of the Project for public use.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

KANE COUNTY:

ATTEST:

Zion Spirit, LLC
a Utah limited liability company

By:
Its:

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me on the _____ day of _____,
2025, by _____, the _____ of Zion Spirit, LLC.

Notary Public

EXHIBIT A
The Property

EXHIBIT B
Site Plan

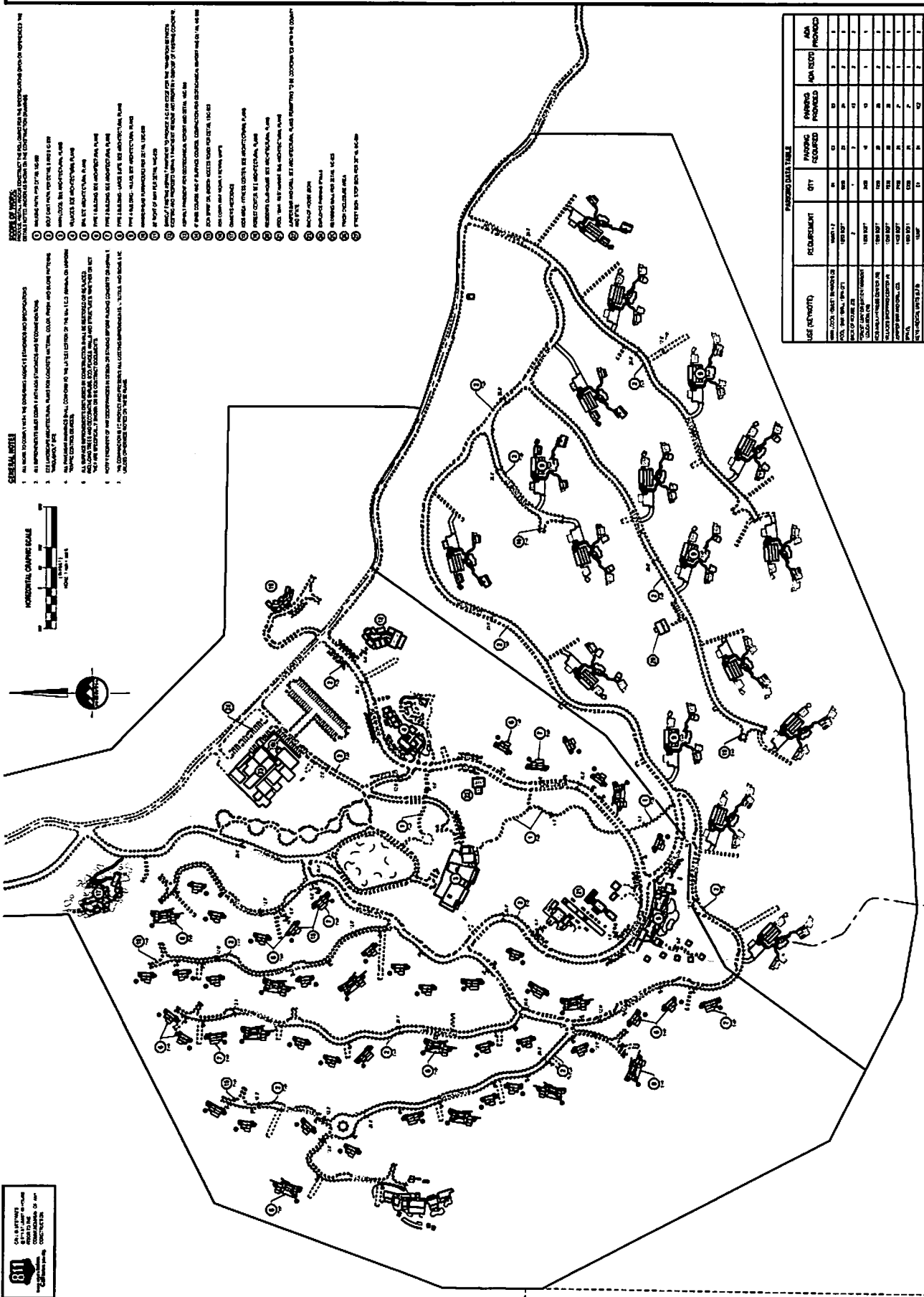


William W. B. Lewis

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**ZION SPIRIT
PUD PERMIT PACKAGE
KANE COUNTY, UTAH**



ENSIGN

ROCHESTER
225 N 100 E
Rochester, UT 84701
Phone 435.238.7983

SANCTY
Phone 601.255.0529

LAYTON
Phone 601.547.1120

TOOELE
Phone 435.943.2597

CEGAR CITY
Phone 435.865.1413

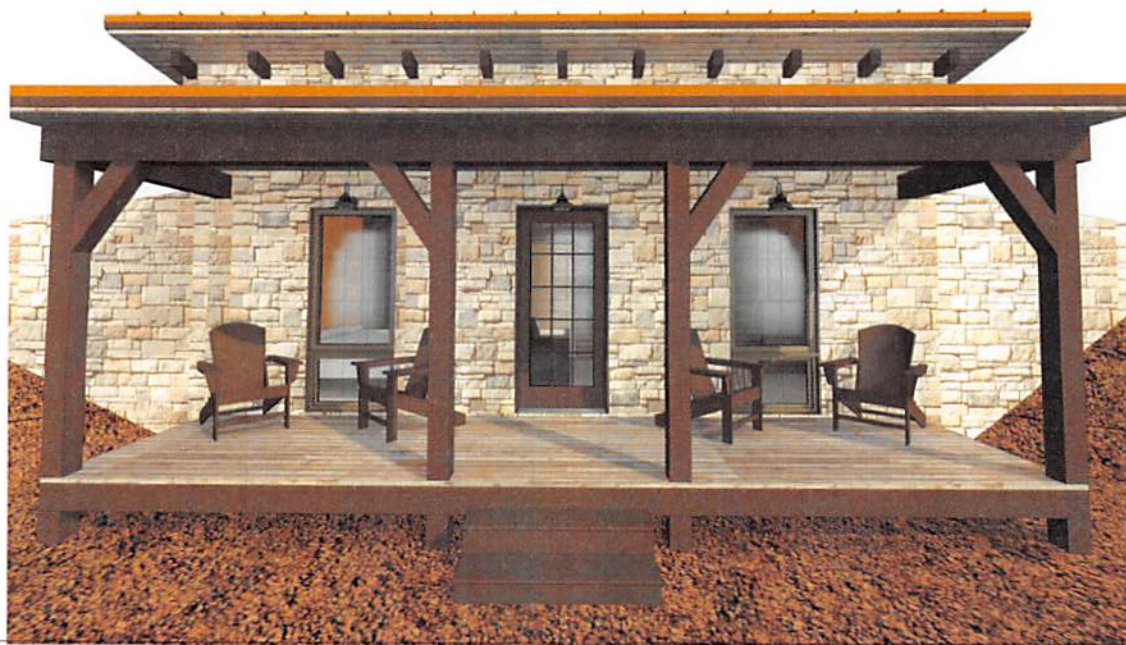
1-800-
 638-8887 JIC
 12500 N. 4th Ave. Ste 100
 Tulsa, OK 74116
 CONTACT
 JERRY BLAIR
 PHONE 918-437-0141

KANE COUNTY, UTAH

OVERALL SITE PLAN

C1-100

PROJECT: **Dugout Cabins**
LOCATION: Hidden Canyon, Mt. Carmel, Utah



CONTRACTOR:

HI-ROAD BUILDING AND DEVELOPMENT
930 N. GRAND HEIGHTS DR.
ST. GEORGE, UT, 84770
JEFF@HI-ROADBUILDS.COM
(435) 319-7073



DESIGN CONSULTANTS

DRAFTSMAN

IDEAL HOME DESIGN
930 N. GRAND HEIGHTS DR.
ST. GEORGE, UT, 84770
JEFF@IDEALHOMEDSIGN.NET
(435) 319-7073

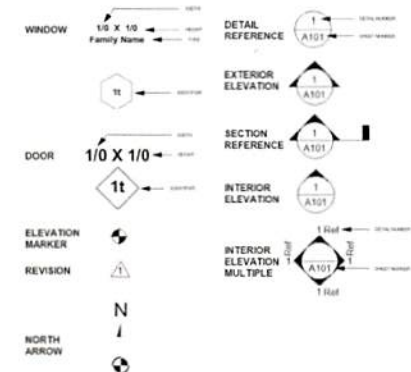


ENGINEER

YORK ENGINEERING
720 S. RIVER ROAD SUITE A115
ST. GEORGE, UT 84790
(801) 876-3501



GENERAL SYMBOLS



PROJECT INFORMATION

PARCEL NUMBER: TBD
LEGAL DESCRIPTION: TBD

RESIDENCE PROJECT AREA
TBD: TBD S.F.

1ST FLOOR: TBD S.F.

CASITA: TBD S.F.

SALON: TBD S.F.

2ND FLOOR: TBD S.F.

CONDITIONED AREA: TBD S.F.

OPEN DECK: TBD S.F.

COVERED AREA: TBD S.F.

GARAGE: TBD S.F.

TOTAL AREA: TBD S.F.

VICINITY MAP



GENERAL CONDITIONS

USE OF THESE PLANS INDICATES THAT THE CONTRACTOR(S) AGREES TO THE FOLLOWING TERMS:

- PRIOR TO ANY CONSTRUCTION ACTIVITIES CONTRACTOR IS TO VERIFY PLANS ARE IN COMPLIANCE WITH GOVERNING BUILDING AND CODE REQUIREMENTS. ANY ERRORS OR ITEMS NEEDING CORRECTION ARE TO BE BROUGHT TO THE ATTENTION OF THE DESIGNER BEFORE CONSTRUCTION COMMENCES.
- IDEAL HOME DESIGN LLC, THE SPECIFIED DESIGNER, AND THE OWNER ARE TO BE HELD BLAMELESS FOR ANY MISTAKES OR MISREPRESENTATIONS IN THESE PLANS.
- THE CONTRACTOR IS TO VERIFY EXISTING CONDITIONS OF THE SITE PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR NOTING BLUE STAKES FOR LOCATION OF ALL UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES DURING CONSTRUCTION AND ASSURING THEY REMAIN OPERATIONAL.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY CHANGES DURING THE CONSTRUCTION PHASE OF THE PROJECT.
- THE CONTRACTOR IS ALSO RESPONSIBLE FOR COMPLIANCE TO BUILDING AND CODE REQUIREMENTS THROUGHOUT THE CONSTRUCTION PROCESS.
- SITE VISITS BY THE DESIGNER AND/OR ENGINEER WILL BE PERMITTED AND NOT VIEWED AS INSPECTION OR APPROVAL OF WORK.
- CONTRACTOR IS TO CALL IN AND ORGANIZE REQUIRED INSPECTING.
- DIMENSIONS SHOWN IN THE PLANS ARE TO BE TO THE FACE OF STUDS AND OPENINGS UNLESS OTHERWISE NOTED.
- SCALING OF DIMENSIONS IS NOT PERMITTED FOR 2-DIMENSIONAL INFORMATION.
- SOIL TESTING IS TO BE PERFORMED BEFORE FOUNDATIONS, CONCRETE PADIS, AND ASPHALT PAVEMENT ARE TO BE CONSTRUCTED.
- CONSTRUCTION IS TO STRICTLY FOLLOW REQUIREMENTS AND RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL REPORT.
- ANY ENGINEERING SHALL TAKE PRECEDENCE TO WHAT IS SHOWN IN THE ARCHITECTURAL PLANS.
- MANUFACTURED PRODUCTS ARE TO BE INSTALLED ACCORDING TO THE MANUFACTURER'S PRINTED INSTRUCTIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING PROTECTION OF MATERIALS, PRODUCTS, AND FINISHES. THIS INCLUDES NECESSARY MEASURES TO PROTECT THE SITE GRADING THAT SUFFICIENTLY DRAINS WATER AWAY FROM THE STRUCTURE.
- CONTRACTOR IS RESPONSIBLE FOR ENSURING AVAILABILITY OF PRODUCTS PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE TO PROVIDE SITE GRADING THAT SUFFICIENTLY DRAINS WATER AWAY FROM THE STRUCTURE.
- THE PLAN SET INCLUDES APPROXIMATE LOCATION AND GENERAL TYPES OF MATERIALS AND PRODUCTS. CONTRACTOR TO VERIFY WITH OWNER FINAL SELECTION OF EXACT FINISH, MANUFACTURE, AND MODELS.

DRAWING INDEX

NO.	TITLE
G101	COVER SHEET
G102	PROJECT REQUIREMENTS
G103	PROJECT REQUIREMENTS CONT.
C101	SITE PLAN
A101	FIRST FLOOR PLAN
A102	SECOND FLOOR PLAN
E101	ELEVATIONS
A201	ROOF PLAN
A202	BUILDING SECTIONS/ SCHEDULES
A203	BUILDING SECTIONS/ SCHEDULES
A204	PERSPECTIVE VIEWS
A205	PERSPECTIVE VIEWS
MEP101	FIRST FLOOR MEP
MEP102	SECOND FLOOR MEP
S1	FOOTING/FOUNDATION PLAN
S2	MAIN SHEAR WALL
S3	UPPER SHEAR WALL
S4	FLOOR FRAMING
S5	ROOF FRAMING
SD1	STRUCTURAL DETAILS
SD2	STRUCTURAL DETAILS



Dugout Cabins
Hidden Canyon
Mt. Carmel, Ut

Cover

Revisions

Date	Description	Project Number	Issue Date

G101

Scale

DRAFT STAFF REPORT

STAFF REPORT – PLANNING COMMISSION PACKET

MEETING DATE: December 10, 2025

APPLICATION: Zion Spirit PUD – Zone Change and Development Agreement

APPLICANT: Zion Spirit LLC

LOCATION: Parcels 1-9-4-6 and 1-9-4-7A

ACREAGE: ±241.68 Acres

REQUEST: Legislative approval of a Planned Unit Development Zone Change (PUD-R-1 and PUD-C-2) and Development Agreement

I. PROJECT DESCRIPTION

The applicant requests approval of a Planned Unit Development including:

- A zone change to PUD-Residential 1 (PUD-R-1) and PUD-Commercial 2 (PUD-C-2)
- Acceptance of a Development Agreement governing project design, development standards, infrastructure, and phasing
- Approval of a Concept Plan

The intent of the development is to establish a high-quality resort and mixed-use community east of Zion National Park, designed to protect natural features and maintain rural aesthetic character.

II. APPLICATION MATERIALS SUBMITTED

The following items were received and reviewed:

- Zone Change Application
- Preliminary Concept Plan
- Draft Development Agreement
- Traffic Impact Study
- Geotechnical/soils reports
- Infrastructure feasibility reports
- CC&Rs and design guidelines
- Utility and service information
- Architectural Designs

The application is complete for legislative review.

III. LEGAL & CODE REFERENCES

Applicable regulations include:

- Kane County Land Use Ordinance
 - §§ 9-20-1 through 9-20-7 (Planned Unit Developments)
 - § 9-21 (Review Authority Requirements)
- Utah State Code:
 - §§ 17-27a-201, 202, 206, 208, 503, 608, 609
 - § 17-27a-102 (Legislative land use authority)

Approval of a PUD and zone change is a legislative decision of the County Commission following Planning Commission recommendation.

IV. PROJECT DETAILS

ZONING

Current	Proposed
Commercial 2	PUD R-1 and PUD C-2

Concept Characteristics

- Resort-based mixed-use development
- Emphasis on natural preservation
- More than 20% open space provided
- Low-impact lighting (Dark Sky compliant)
- Development Agreement establishes ongoing performance requirements

V. DEVELOPMENT AGREEMENT HIGHLIGHTS

1. Roadway Standards

Applicant requests modified roadway dimensions:

- Two-way internal roads: **20 ft**
- One-way roads: **12 ft**
- Reduced easements and rights-of-way allowed down to **50 ft**

Justification:

Reduced environmental disturbance, preservation of terrain, and improved visual compatibility with rural character.

These road variations require specific findings under KCLUO §9-20-3(L), including:

- Advance planning demonstrated
- No negative impacts to public safety or general welfare
- Benefits to both future users and the County

2. Phasing

While originally proposed as a single buildout, the Development Agreement permits multi-phase construction based on:

- Infrastructure delivery
- Market conditions
- Operational scheduling

Hotel and principal resort amenities are expected in the first phase.

VI. FINDINGS

Based on review, staff finds:

1. The proposal complies with the intent and standards of the PUD Overlay zoning.
 2. Application materials meet requirements of KCLUO §§9-20-1 through 9-20-7.
 3. The project supports General Plan policies for tourism development, clustered design, and natural terrain protection.
 4. Required service, infrastructure, emergency response, and feasibility documentation has been provided.
 5. The Development Agreement provides enforceable standards to ensure performance over project lifespan.
 6. The Planning Commission may forward one of the three legislative recommendations to the County Commission:
 - Approval
 - Approval with modifications
 - Denial
 7. The Zion Spirit PUD is asking for overlay zoning approval through Ordinance 2025-28, Preliminary Concept Plan with the zones shown.
-

VII. RECOMMENDATION

If the Planning Commission determines that all approval criteria have been met, staff recommends forwarding a recommendation of approval to the Kane County Commission, subject to the following conditions:

Recommended Conditions of Approval

1. **Development Agreement Finalization:**
The Development Agreement shall be finalized and approved by the County Attorney prior to County Commission action.
 2. **Road Engineering Review:**
Modified Road widths must receive final approval from the County Engineer and Fire Authority.
 3. **Phasing Schedule (if applicable):**
A phasing plan shall be submitted prior to subdivision or construction approvals.
 4. **Compliance with Dark Sky Lighting Standards:**
All lighting and associated CC&Rs shall remain compliant with adopted Kane County requirements.
 5. **Subdivision and Construction Permits:**
All future plats and improvements must comply with KCLUO Chapter 21 and County engineering standards as applicable.
 6. **Recording Requirements:**
The Development Agreement, zoning ordinance, and amended plat(s) shall be recorded.
-

VIII. PLANNING COMMISSION ACTION

The Planning Commission may take one of the following actions:

- ☐ Recommend Approval as submitted
 - ☐ Recommend Approval with Modifications
 - ☐ Recommend Denial
-

IX. ATTACHMENTS

1. Preliminary Concept Plan
2. Draft Development Agreement
3. Traffic Impact Study
4. Geotechnical and feasibility reports
5. Parcel maps and zoning exhibits
6. Correspondence from applicant engineers

Justification:

Reduced environmental disturbance, preservation of terrain, and improved visual compatibility with rural character.

These road variations require specific findings under KCLUO §9-20-3(L), including:

- Advance planning demonstrated
- No negative impacts to public safety or general welfare
- Benefits to both future users and the County

RECOMMENDED CONDITIONS

1. **Development Agreement Finalization** – to be approved by County Attorney.
2. **Road Standards** – modified road widths require final County Engineer and Fire Authority approval.
3. **Phasing Plan** – submit prior to subdivision or construction approval.
4. **Dark Sky Compliance** – lighting and CC&Rs must comply with County standards.
5. **Subdivision & Construction Permits** – comply with KCLUO Chapter 21 and County engineering standards.
6. **Recording** – Development Agreement, zoning ordinance, and plats to be recorded.

PLANNING COMMISSION ACTION

- ☐ Recommend Approval
- ☐ Recommend Approval with Modifications
- ☐ Recommend Denial

MOTION:

“I move to recommend approval/denial of the Zion Spirit PUD, including the Preliminary Concept Plan, Ordinance O-2025-28 for zoning, and Draft Development Agreement to the Kane County Commission, based on findings and conditions documented in the staff report.”

THANK YOU.

ITEM # 19

Kane County Ordinance No. O 2025-29 An
Ordinance Revising Kane County Land Use
Ordinance Chapter 6 Residential Zones

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: December 16, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-29; Chapter 6: Residential Zones

Public Hearing: No

Description: An ordinance amending the Kane County Land Use Ordinance Chapter 6, Residential Zones. Short-term rentals; one or two per lot.

The Planning Commission's vote was 6 ayes 1 nay

Attachments: O-2025-29,

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O 2025-29

**AN ORDINANCE REVISING KANE COUNTY LAND USE ORDINANCE
CHAPTER 6 RESIDENTIAL ZONES**

WHEREAS, after a duly noticed public hearing, the Kane County Planning Commission recommended changes to Chapter 6, Residential Zones, in Sections 4 and 6 of the Kane County Land Use Ordinance; and

WHEREAS, the Kane County Planning Commission recommends approval of the changes as stated below; 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, Residential Zones: Short -Term Rentals, and the number of dwellings, with the additional changes and other modifications; and

WHEREAS, the Kane County Commission authority for this ordinance is found in Utah Code in particular with Utah Code §§17-27a-104, 205; and 305;

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 6, Residential Zones, in the Kane County Land Use Ordinance, is amended to read as follows. Additions to the ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

//

9-6A-4: MODIFYING REGULATIONS:

H. Number of Dwellings Allowed per Lot or Parcel: No more than 2 single family dwellings are allowed per lot or parcel in the Residential 1-, 2- and 5-acres 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.

Single family dwelling (1 per lot or parcel)	P	P	P	P
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)	-	-	G	G

//

Section 2. Severability.

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

Section 3. Effective Date

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

Section 4. Publication and Notice.

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

End of Ordinance.

ADOPTED this 16th day of December, 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

KANE COUNTY ORDINANCE O-2025-29

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 # 20

Kane County Ordinance No. O 2025-41 An Ordinance
Accepting a Road Dedication for the US-89 Corridor
Transportation Management Plan for Parcels 3-6-36-9, 3-
6-36-17, and 3-6-36-9A Extending Plateau Road and
Maringer Canyon Road

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: December 16, 2025

Dept. /Business Name: Land Use

1. Topic/Re: Road Dedication: Mongini

Public Hearing: No

Description: Approve / Deny: Road dedication for parcel 3-6-36-9, 3-6-36-17, 3-6-36-9A by Ordinance 2025-41

Attachments: Ordinance 2025-41, Plat,

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O 2025-41

**AN ORDINANCE ACCEPTING A ROAD DEDICATION FOR THE US-89 CORRIDOR
TRANSPORTATION MANAGEMENT PLAN FOR PARCELS 3-6-36-9,
3-6-36-17, AND 3-6-36-9A EXTENDING PLATEAU ROAD AND MARINGER CANYON
ROAD**

WHEREAS, after a duly noticed public meeting, the Kane County Administrative Land Use Authority recommended acceptance of the Road Dedication for parcel 3-6-36-9, adding a 66' foot road easement consisting of approximately 2.01 acres running west to east for the Plateau Road and Maringer Canyon Road for the continuation and implementation of the US-89 Corridor Transportation Management Plan; and Parcel 3-6-36-17 from north to south a 33' Roadway on Maringer Canyon Road consisting of .48 acres, and parcel 3-6-36-9A consisting of 1.68 acres running north and south; and

WHEREAS, the Kane County Administrative Land Use Authority further recommends approving the additional area of 2.01 acres and .48 acres and 1.68 acres to maintain compliance with the terms of the Cooperative Agreement with Utah Department of Transportation adopted by Kane County Resolution 2010-24; and

WHEREAS, the Kane County Board of Commissioners desires to implement the recommendations of the Administrative Land Use Authority to add the additional dedicated area to the US-89 Corridor Transportation Management Plan for parcels 3-6-36-9, 3-6-36-9A and 3-6-36-17; and

WHEREAS, the Kane County Commission desires to remain in compliance with applicable Utah State Code provisions, including Utah Code §17-27a-607 Subdivisions; and Kane County Code Title 9, Chapter 21, Subdivision Regulations, Article F, Kane County Land Use Ordinance Section 3 concerning dedication on non-subdivision rights-of-way

WHEREAS, the authority for adoption of this ordinance is found in Utah Code §17-27a-101 et. al., and specifically §17-27a- 607; and

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

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

Section 1. *Legal Description.*

Legal Description: Parcel 1 - Portion of Parcel 3-6-36-9 being dedicated to Kane County as a Public Right-of-Way Commencing at the East 1/4 Corner of Section 36, Township 43 South, Range 6 West, Salt Lake Base and Meridian; thence, along the East Section Line, South 01°01' 12" West 467.20 feet, to the POINT OF BEGINNING, and running; thence North 89° 30' 34" West 1326.04 feet, to the East 1/16 Line; thence, along said line, South 00° 49' 39" West 66.00 feet; thence South 89° 30' 34" East 1325.82 feet, to said section line; thence, along said line, North 01° 01' 12" East 66.00 feet, to the POINT OF BEGINNING; containing 2.01 acres (more or less).

Parcel 2 - Portion of Parcel 3-6-36-17 being dedicated to Kane County as a Public Right-of-Way:

Commencing at the East 1/4 Corner of Section 36, Township 43 South, Range 6 West, Salt Lake Base and Meridian; thence, along the East Section Line, South 01°01' 12" West 533.20 feet, to the POINT OF BEGINNING, and running; thence North 89° 30' 34" West 33.00 feet; thence South 01° 01' 12" West 623.82 feet, to the northerly right-of-way of U.S. Highway 89; thence, along said right-of-way, South 77° 37' 15" East 33.66 feet, to said section line; thence, along said line, North 01°01' 12" East 630.75 feet, to the POINT OF BEGINNING; containing 0.48 acres (more or less).

Parcel 3 - Portion of remaining Parcel 3-6-36-9 divided by dedicated road, becoming Parcel 3-6-36-9A:

Commencing at the East 1/4 Corner of Section 36, Township 43 South, Range 6 West, Salt Lake Base and Meridian; thence, along the East Section Line, South 01°01' 12" West 533.20 feet; thence North 89° 30' 34" West 1129.79 feet, to the POINT OF BEGINNING, and running; thence North 89° 30' 34" West 196.03 feet, to the East 1/16 Line; thence, along said line, South 00° 49' 39" West 352.41 feet, to the northerly right-of-way of U.S. Highway 89; thence, along said right-of-way, South 77° 37' 15" East 200.08 feet; thence North 00° 49' 41" East 393.63 feet, to the POINT OF BEGINNING; containing 1.68 acres (more or less).

Parcel 4 - Portion of remaining Parcel 3-6-36-9 divided by dedicated road, becoming Parcel 3-6-36-9:

BEGINNING at the East 1/4 Corner of Section 36, Township 43 South, Range 6 West, Salt Lake Base and Meridian; thence, along the East Section Line, North 00° 34' 52" East 8.00 feet; thence North 89° 30' 34" West 1327.60 feet, to the East 1/16 Line; thence, along said line, South 00° 37' 36" West 8.00 feet, to the Center-East 1/16 Corner; thence, continuing along said line, South 00° 49' 39" West 467.19 feet; thence South 89° 30' 34" East 1326.04 feet, to the East Section Line; thence, along said line, North 01° 01' 12" East 467.20 feet, to the POINT OF BEGINNING; containing 14.47 acres (more or less).

Parcel 5 - Portion of remaining Parcel 3-6-36-17

Commencing at the East 1/4 Corner of Section 36, Township 43 South, Range 6 West, Salt Lake Base and Meridian; thence, along the East Section Line, South 01°01' 12" West 533.20 feet; thence North 89° 30' 34" West 33.00 feet, to the POINT OF BEGINNING, and running; thence North 89° 30' 34" West 117.35 feet; thence South 00° 49' 41" West 599.57 feet, to the northerly right-of-way of U.S. Highway 89; thence, along said right-of-way, South 77° 37' 15" East 117.64 feet; thence North 01° 01' 12" East 623.82 feet, to the POINT OF BEGINNING; containing 1.63 acres (more or less), is hereby accepted as a dedicated 66-foot road easement for inclusion in the US-89 Corridor Transportation Management Plan.

Section 2. *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 3. *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	_____

COUNTY:

Kane County, a political subdivision of the State of Utah

By: _____

Celeste Meyeres

Kane County Commission Chair

Corporate Acknowledgment

State of Utah

§

County of _____)

On this ____ day of _____, in the year 20____, personally appeared before me
Date Month Year

_____, whose identity is personally known to me (or proven on
the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that he/she is the
Name of document signer

Kane County Commission, Chair of Kane County; that said document was signed by him/her in

behalf of said Corporation by Authority of its bylaws, or (Resolution of its Board of Directors);
and also acknowledged to me that said Corporation executed the same.
Witness my hand and official seal.

(Notary signature and seal)

Notary Printed Name _____

My Commission Expires _____

Residing in _____, County

PLATEAU RD & MARINGER CANYON RD DEDICATION PLAT & PARCEL SPLIT OF PARCEL 3-6-36-9

LOCATED IN THE NE¼, SE¼ OF SECTION 36
TOWNSHIP 43 SOUTH, RANGE 6 WEST,
SALT LAKE BASE AND MERIDIAN

SURVEYOR'S CERTIFICATE

I, Thomas W. Arent, a Professional Land Surveyor, License Number 5551917, hold this license in accordance with Title 56, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act and have completed the survey of the property described herein in accordance with Section 17-25-17 and have verified all measurements and new placed monuments as represented on this Record of Survey.

Thomas W. Arent, PLS # 5551917

Date

NARRATIVE

The purpose of this survey was to retrace and mark on the ground the lines as shown on this road dedication and parcel split plat at the request of the client. The purpose of the survey is to estimate the boundaries. All corners are set and found as shown. The basis of bearing for this survey is the Utah State Plane coordinate system South Zone, as measured between the E ¼ Corner and the SW Section Corner of Section 36 with a bearing of 001°10'12"W and a distance of 2055.05', as shown on this plat.

100' 0 100'
SCALE IN FEET
SCALE 1" = 100'

Legal Description:

Parcel 1: Portion of Parcel 3-6-36-9 being dedicated to Kane County as a Public Right of Way. Commencing at the East 1/4 Corner of Section 36, Township 43 South, Range 6 West, Salt Lake Base and Meridian, thence, along the East Section Line, South 01° 01' 12" West 533.23 feet, to the POINT OF BEGINNING, and running, thence North 89° 32' 34" West 1326.04 feet, to the East 1/4 Corner, thence, along said line, North 01° 01' 12" East 66.00 feet, to the POINT OF BEGINNING, containing 0.42 acres (more or less).

Parcel 2: Portion of remaining Parcel 3-6-36-9 being dedicated to Kane County as a Public Right of Way. Commencing at the East 1/4 Corner of Section 36, Township 43 South, Range 6 West, Salt Lake Base and Meridian, thence, along the East Section Line, South 01° 01' 12" West 533.23 feet, to the POINT OF BEGINNING, and running, thence North 89° 32' 34" West 1326.04 feet, to the East 1/4 Corner, thence, along said line, North 01° 01' 12" East 66.00 feet, to the POINT OF BEGINNING, containing 0.42 acres (more or less).

Parcel 3: Portion of remaining Parcel 3-6-36-9 being dedicated to Kane County as a Public Right of Way. Commencing at the East 1/4 Corner of Section 36, Township 43 South, Range 6 West, Salt Lake Base and Meridian, thence, along the East Section Line, South 01° 01' 12" West 533.23 feet, to the POINT OF BEGINNING, and running, thence North 89° 32' 34" West 1326.04 feet, to the East 1/4 Corner, thence, along said line, North 01° 01' 12" East 66.00 feet, to the POINT OF BEGINNING, containing 0.42 acres (more or less).

Parcel 4: Portion of remaining Parcel 3-6-36-9 being dedicated to Kane County as a Public Right of Way. Commencing at the East 1/4 Corner of Section 36, Township 43 South, Range 6 West, Salt Lake Base and Meridian, thence, along the East Section Line, South 01° 01' 12" West 533.23 feet, to the POINT OF BEGINNING, and running, thence North 89° 32' 34" West 1326.04 feet, to the East 1/4 Corner, thence, along said line, North 01° 01' 12" East 66.00 feet, to the POINT OF BEGINNING, containing 0.42 acres (more or less).

Parcel 5: Portion of remaining Parcel 3-6-36-9 being dedicated to Kane County as a Public Right of Way. Commencing at the East 1/4 Corner of Section 36, Township 43 South, Range 6 West, Salt Lake Base and Meridian, thence, along the East Section Line, South 01° 01' 12" West 533.23 feet, to the POINT OF BEGINNING, and running, thence North 89° 32' 34" West 1326.04 feet, to the East 1/4 Corner, thence, along said line, North 01° 01' 12" East 66.00 feet, to the POINT OF BEGINNING, containing 0.42 acres (more or less).

OWNER INFORMATION:
KANE COUNTY
2125 E VINE ST
MURRY, UT 84121

SURVEYED AT THE REQUEST OF:
KANE COUNTY
70 N MAIN STREET
KANAB, UT 84141

OWNER INFORMATION:
Susanne Family Ranches, an Arizona Limited Partnership, as to an undivided 50% interest
and Ute Mangrove Cattle Company limited partnership as to an undivided 50% interest
PO BOX 35
JERICHO, AZ 86331

OWNER'S DECLARATION:
I, the undersigned, as the owner of the real property described in the Boundary Description, hereby declare that the property is in the SE¼ of Section 36 and is subject to the dedication and recording of this plat.

APPROVAL AND ACCEPTANCE:
BY THE CLERK OF THE COUNTY OF KANE

APPROVAL AND ACCEPTANCE:
BY THE CLERK OF THE COUNTY OF KANE

APPROVAL AND ACCEPTANCE:
BY THE CLERK OF THE COUNTY OF KANE

LEGEND

- SET 5/8" x 24" REDDAR WITH PLASTIC CAP MARKED FROM ROCK
- FOUND MONUMENT AS NOTED
- FOUND SECTION MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SURVEY BOUNDARY
- EASEMENT
- STREET CL
- RECORD BEARING AND DISTANCE

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Building on Solid Foundations

460 E. 300 SOUTH
KANAB, UTAH 84741
435-644-2031
www.ironrockgroup.com

PLATEAU RD & MARINGER CANYON RD
DEDICATION PLAT & PARCEL SPLIT
PARCELS 3-6-36-9 & 3-6-36-17
KANE COUNTY, UT

DATE	REVISION	BY	DATE
03-21-2025	1ST REVIEW	THW	03-21-2025
03-21-2025	2ND REVIEW	THW	03-21-2025

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APPROVAL AND ACCEPTANCE:<



Administrative Land Use Authority

76 North Main Street
Kanab, Utah 84741
(435) 644-4966
smcbride@kane.utah.gov

ROAD DEDICATION

Application Fee \$300 + Engineering Deposit \$500

In the event additional engineering costs are accrued by the County related to a specific project, the project applicant will be responsible for all additional engineering fees. (KCLUO 9-1-14)

Sussie Family Ranches, an Arizona Limited Partnership

Owner/Applicant: _____ Date: 09/30/25

Address PO Box 35 _____

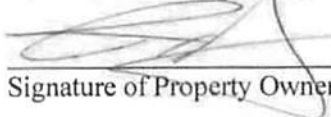
City: Jerome _____ State: AZ _____ Zip: 86331

Phone: 435-644-2031 _____ E-Mail: chris@ireng.net

Parcel Numbers: 3-6-36-9 _____

Reason for Road Dedication: _____

I certify that the proposed subdivision plat will conform to the Kane County Subdivision Ordinance and that no changes will be made without prior approval.

 10/15/2025
Signature of Property Owner _____ Date

Signature of Property Owner _____ Date

Administrative Land Use Action:

☐ Approve ☐ Deny

Administrative Land Use Authority

Date

ITEM # 21

UDOT SR9 Access Management Plan Agreement

ACCESS MANAGEMENT PLAN ALONG SR-9 East Zion

Kane County

Federal ID No. _____

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”; and **Kane County**, a region of the State of Utah, hereinafter referred to as the “**County**”.

RECITALS:

WHEREAS, UDOT and Kane County completed a study and the parties hereto desire to establish an access management plan along the SR-9 corridor from the East boundary of Zion National Park (MP 44.8), approximately 12 miles East to the intersection of US-89 (MP 57.1), Mt Carmel Jct.. The purposes are to facilitate traffic flow, maintain safety, be in accordance with Kane County development ordinances, and to be in accordance with **UDOT’s** current Access Management Standards and practices.

STORY MAP LINK:

<https://storymaps.arcgis.com/stories/ef61955ca5824c5fb319c42a1083a7fb>

NOW THEREFORE, it is agreed by and between the parties as follows:

ACCESS MANAGEMENT PLAN

1. As development occurs and the **COUNTY** believes that a change in any of the access categories along the SR-9 corridor is necessary, a request shall be submitted to **UDOT** through the **COUNTY**. The request shall include an explanation of the need for the change. A request for reassignment in access category shall not be made solely to accommodate planned growth of an entity, a specific access request, or to allow the permitting of access connections that would otherwise not be permitted. SR-9 as referenced herein is a UDOT Access Category 4, and changes to access locations are not guaranteed and are required to follow the **UDOT** policy and process for access change, along with other applicable laws, which include approval from the **Central UDOT** Director of Right of Way and payment for the appraised value of the change in access. SR-9 is a Limited Access facility and is governed by the rules associated with that right of way type. These governing rules and other information are available from UDOT Permitting. All current and future access points need to comply with the respective rules found in Utah Administrative Code R930-6 Access Management.

LINK to Administrative Code R930-6:

<http://utrules.elaws.us/uac/r930-6>

ACCESS MANAGEMENT PLAN ALONG SR-9 East Zion

Kane County

Federal ID No. _____

2. All parties will maintain traffic Signal, Street, and Access spacing according to this agreement.
 - A. Access Category 4 Spacing
 0. Signal Spacing 2640 ft
 1. Street Spacing 660 Ft
 2. Access Spacing 500 ft
 - B. See paragraph 1 for changes in Access category. All development should be coordinated with UDOT Region 4 Permits group.
3. **UDOT**, as part of this access management plan, requires the following conditions/requirements to be met and maintained:
 - A. Offsetting of existing and future streets is not encouraged. The streets should access perpendicular to the mainline corridors and line up with the local street across the intersection. Should there be a need for any variation from this standard, an allowable skew of no greater than 15 degrees will be accepted.
 - B. Every effort possible should be made for existing non-street accesses onto SR-9 to be combined and access made to internal roadway systems in the development and not directly onto SR-9 in accordance with **LOCAL JURISDICTION'S** Master Transportation Plan, if available. This is to help facilitate the traffic flow onto and along SR-9 by limiting access onto SR-9 from roadway systems and not individual accesses. It is recommended that these accesses be set back from the SR-9 intersections consistently with UDOT's road classification standards.
 - C. Any local right-of-way that is intended to be a road accessing SR-9 that does not meet spacing standards shall be right-in/right-out, and **UDOT's** approval of the right-in/right-out is not guaranteed.
 - D. If existing **UDOT** roadway right of ways, including easements, are proposed to be used by new developments for the construction of acceleration/deceleration lanes; additional property will be required to be dedicated to **UDOT** to preserve right of way for future **UDOT** projects such as roadway widening, shoulders, drainage features, etc.

ACCESS MANAGEMENT PLAN ALONG SR-9 East Zion

Kane County

Federal ID No. _____

- E. The COUNTY should work to provide for all permanent improvements above ground to have a setback of 30 feet (Kane county standard) from the existing ROW line or perpetual easement line to facilitate future widening of SR-9. If the COUNTY believes it cannot maintain that set back distance, it will notify UDOT not less than ninety days before issuing an approval without that setback distance.
- F. An existing Traffic Impact Study (See appendix) has been completed for the Zion Mountain Ranch Development area (MP 45.1 to MP 48.5). The recommendations focus on the proposed development at the Buffalo Ridge Road/Peaches Road intersection and per the TIS are as follows:
- There is currently one access on the north side of the highway at the Peaches Road, and two on the south side at the Zion Mountain Ranch driveway and at Buffalo Ridge Road. As part of this development the three accesses will be consolidated into one intersection at the Peaches Road with one access to the north and one access to the south.
 - The south Buffalo Ridge Road will access SR-9 via a frontage road to an access directly across from the Peaches Road. Two access points will become one access on the south.
 - An eastbound left-turn lane is warranted (TIS) at the completion of Peaches phase 2. No right-turn lanes are warranted.
 - No turn lanes are warranted in the west bound travel direction.
- G. Appendix A contains a list of existing accesses on SR-9. This list contains all existing public access (County, BLM, other), and private accesses. Each access is identified by an arbitrary ID number and respective milepost. Each access is identified with existing characteristics: access type, access width, surface type, existing use, and other features. Each access, if applicable, is identified with planned adjustments in use and/or location for future use. This Appendix A SR-9 EXISTING ACCESS LIST correlates with Appendix B EXISTING ACCESS LIST MAP.
4. All access spacing requirements (Category 4) will remain in force throughout this segment of the SR-9 corridor. This is subject to future changes in UDOT policy regarding access spacing requirements and/or changes in the access category.
5. Segments of the highway which are currently designated as No Access, Limited Access, or Regular Right-of-Way are unchanged by this Agreement.
6. The parties shall consider the concepts contained herein during the development of any master plans in this area and work towards the common goal of this Agreement.

ACCESS MANAGEMENT PLAN ALONG SR-9 East Zion

Kane County

Federal ID No. _____

7. In the event there are proposed changes in the provisions covered by this Agreement, a modification to this Agreement approved in writing by all parties is required to place them into effect.
8. The failure of any party to insist upon strict compliance with any of the terms and conditions, or inability to delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
9. Each party represents that it has the authority to enter into this Agreement. This Agreement does not create any agency relationship, joint venture, or partnership among the parties.
10. If any provision or part of a provision of this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision. Each provision shall be deemed enforceable to the fullest extent under applicable law. This Agreement shall not be interpreted or applied to require a violation of any applicable legal rights or obligations. This Agreement may be executed electronically and by counterparts.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

KANE COUNTY

A Region in the State of Utah

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

(IMPRESS SEAL)

ACCESS MANAGEMENT PLAN ALONG SR-9 East Zion

Kane County
Federal ID No. _____

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Four Traffic Operations Engineer

Date: _____

By: _____
Region Four Director

Date: _____

APPROVED AS TO FORM:

This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation.

COMPTROLLER OFFICE

By: _____
Contract Administrator

Date: _____

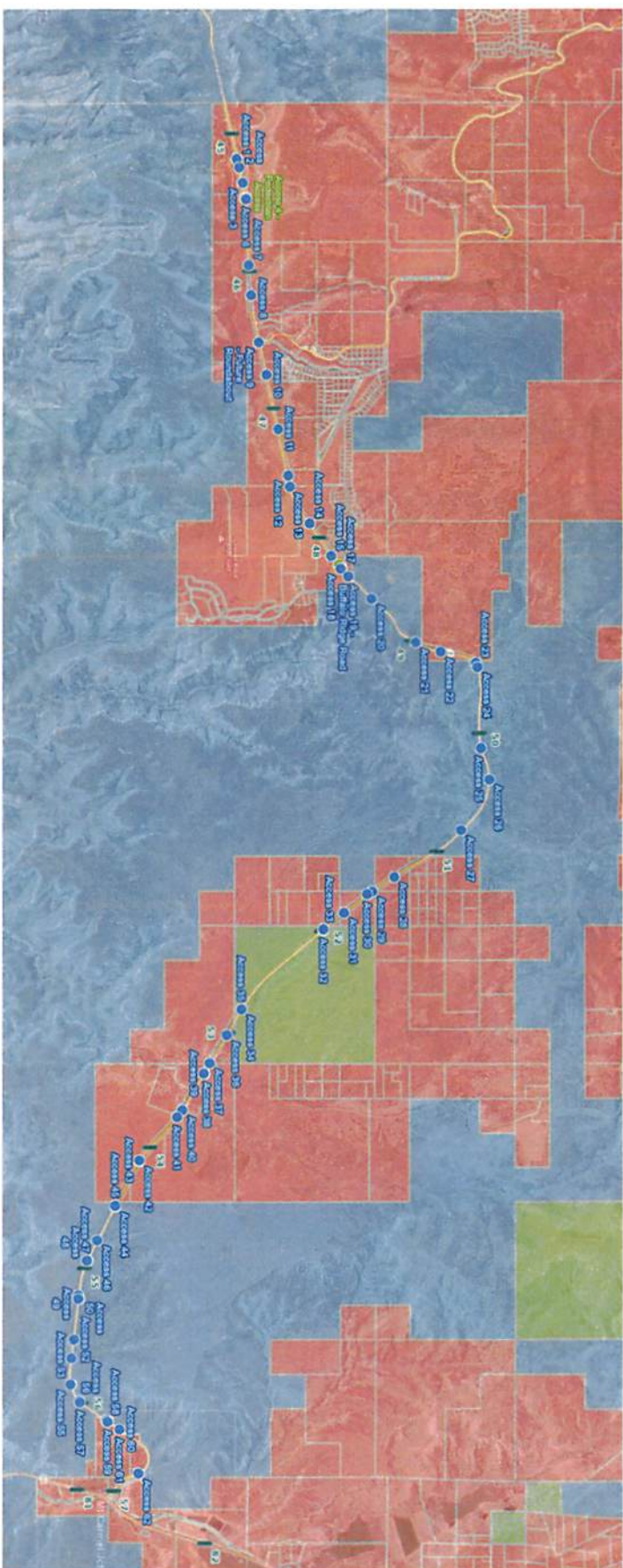
Appendix A

List of Existing Accesses on SR-9

OID	Side of Highway	MilePost	Approved Access Width	Surface Type	Gated	Access Type	Use	Notes
1	North/South	45.20 LT & RT	40'	Paved	No	Commercial	Hi-Road Basecamp/The Get	Turn lanes added in 2024
2	North	45.30 LT	40'	Paved	No	Commercial	The Get Outpost	Turn lanes added in 2024
3	North	45.37 LT	16'	Not Paved	No	Private	Residential Access	Planned to be closed
4	North	45.47 LT	--	Not Paved	No	Pedestrian Only	Horse Trail	
5	South	45.48 RT	16'	Not Paved	No	Commercial	Access to Horse Corrals	
6	North	45.49 LT	16'	Not Paved	No	Commercial	Horse Crossing/Agricultural Access	
7	South	45.80 RT	--	Not Paved	No	Construction/Temporary	Construction Access/Closed	Temporary access for bike path construction, closed upon completion and restored to natural landscape
8	North	46.18 LT	16'	Not Paved	Yes	Private	Cabin access	Thurston access-not included in Zion Mountain Ranch
9	North/South	46.5 LT & RT	--	Paved	--	County	County Road/North Fork Road Roundabout	Location of East Zion Visitor's Center, south leg planned for future relocation of county road/Access 13.
10	North	46.76 LT	16'	Not Paved	No	Private	Cabin access	
11	North	47.16 LT	16'	Not Paved	Yes	Private	Cabin access	
12	North	47.50 LT	16'	Not Paved	No	Private	Cabin access	Access 12 does not meet spacing with Access 13. Recommend shifting to align directly across.
13	South	47.58 RT	40'	Not Paved	Cattle Guard	County	County Road 1605	County road/Access 13-to be relocated to align with the south leg of the North Fork Road Roundabout (Access 9).
14	North	47.88 LT	16'	Not Paved	Fenced	Private	Closed	
15	South	48.16 RT	16'	Not Paved	Yes	Private	Agriculture access	
16	North	48.3 LT	--	Not Paved	No	Pedestrian Only	Pedestrian access	
17	North	48.34 LT	40'	Not Paved	No	Private	Zion Mountain Ranch, Peaches Road	Eastbound left-turn lane to be built with Phase 2 development of the Peaches Subdivision per the TIS February 2022
18	South	48.35 RT	40'	Paved	No	Commercial	Zion Mountain Ranch	Planned location of Buffalo Ridge Road/Access 19 per TIS Feb 2022
19	South	48.36 RT	40'	Paved	No	Private	Buffalo Ridge Road	Buffalo Ridge Road/Access 19 to be connected to SR-9 at Access 18 via frontage road. Access 19 is legally closed per UDOT L/A agreement with Zion Mountain Ranch.
20	South	48.58 LT	16'	Not Paved	No	Private		Zion Mountain Ranch expressed they would like this access to be closed. Closure/removal will need to be approved by BLM.
21	North	49.04 LT	16'	Not Paved	Yes	Private	Cabin access	
22	South	49.2 RT	16'	Not Paved	No	Private		
23	North	49.51 LT	40'	Not Paved	Yes	County	County Road 2024-Thurston's Coal Mine Road	County road/Access 23 provides access to private property that is being reviewed for potential glamping and rental cabin development, TIS pending as of May 2025.
24	South	49.52 RT	16'	Not Paved	No	BLM	Geotechnical monitoring equipment access for slide area	Current spacing between Access 24 and Access 23 does not meet standard distance
25	South	50.11 RT	16'	Not Paved	No	BLM		
26	North	50.36 LT	40'	Not Paved	Yes	County	County Road K2050-Meadow Canyon	
27	South	50.78 RT	20'	Not Paved	--	UDOT	Pullout	Access is to UDOT ROW only. Appears to be a material stockpile location.
27A	North	51.20 LT	--	--	--	--	Potential Future Access	Private property no access
28	North	51.37 LT	16'	Not Paved	Yes	Private	Cabin access	
29	North	51.55 LT	16'	Not Paved	Yes	Private	Cabin access	Current spacing between Access 29 and Access 30 does not meet standard distance

30	South	51.60 RT	40'	Not Paved	No	County	County Road 1620	Current spacing between Access 29 and Access 30 does not meet standard distance
31	North	51.81 LT	16'	Not Paved	Yes	Private	Cabin access	
31A	North	51.91 LT	--	--	--	--	Potential Future Access	Private property-no access
32	North	51.99 LT	16'	Not Paved	Yes	SITLA		
33	South	51.99 RT	16'	Not Paved	Yes	SITLA		
34	North	52.83 LT	16'	Not Paved	Yes	SITLA		
35	South	52.83 RT	40'	Not Paved	Yes	County	County Road 1625	
36	North	53.04 LT	40'	Not Paved	Yes	County	County Road-SITLA Mineral Section Road	
37	South	53.28 RT	40'	Not Paved	Yes	County	County Road 1645	It is recommended that the county roads be aligned at Access 37 and 38. Current spacing does not meet standard distance.
38	North	53.36 LT	40'	Not Paved	Cattle Guard	County	County Road-Mineral Springs Road	It is recommended that the county roads be aligned at Access 37 and 38.
39	South	53.36 RT	16'	Not Paved	Yes	Private		
40	North	53.67 LT	16'	Not Paved	Yes	Private	Cabin access	It is recommended that Access 40 align with Access 41 to the south.
41	South	53.73 RT	16'	Not Paved	Yes	Private	Cabin access	It is recommended that Access 41 align with Access 40 to the north.
42	North	54.14 LT	16'	Not Paved	Yes	Private		
43	South	54.14 RT	16'	Not Paved	Yes	Private		
44	North	54.52 LT	40'	Not Paved	Yes	County	County Road 2105-Burnt Flat Gulch	It is recommended that Access 44 align with Access 45 to the south.
45	South	54.51 RT	40'	Not Paved	Cattle Guard	County	County Road 1650	It is recommended that Access 45 align with Access 44 to the north.
46	South	54.7 RT	16'	Not Paved	Yes	BLM	BLM 73C	
47	North	54.96 LT	16'	Not Paved	No	BLM		
48	South	54.96 RT	16'	Not Paved	Yes	BLM	BLM 74	
49	South	55.22 RT	16'	Not Paved	Yes	BLM		
50	North	55.26 LT	--	Paved	--	UDOT	Pullout	Pullout only
51	South	55.26 RT	--	Paved	--	UDOT	Pullout	Pullout only
52	North	55.54 LT	16'	Not Paved	Yes	BLM		
53	South	55.68 RT	16'	Not Paved	No	BLM	BLM 75A	
54	North	55.87 LT	40'	Not Paved	Yes	County	County Road-Twin Hollow	
55	South	55.87 RT	16'	Not Paved	No	BLM		
56	North	55.98 LT	8'	Not Paved	No	BLM	OHV	
57	South	55.99 RT	16'	Not Paved	No	BLM	BLM 75M	
58	North	56.24 LT	16'	Not Paved	No	Private	Power pole access only	
59	South	56.25 RT	16'	Not Paved	Yes	Private	Power pole access only	
60	North	56.36 LT	16'	Not Paved	No	Private		
61	South	56.36 RT	30'	Not Paved	Yes	Private	Maintenance Yard	
62	South	56.82 RT	30'	Not Paved	No	Private	Thunderbird Golf Course Maintenance	

SR-9 ACCESS MAP



ITEM # 22

Resolution No. R 2025-52 A Resolution of the Kane
County Commission Adopting the Updated Kane County
Wildland-Urban Interface (WUI) Zone Map

RESOLUTION NO. R 2025-52

A RESOLUTION OF THE KANE COUNTY COMMISSION ADOPTING THE UPDATED KANE COUNTY WILDLAND-URBAN INTERFACE (WUI) ZONE MAP.

WHEREAS, Kane County adopted the International Urban–Wildland Interface Code in 2006 and reaffirmed and amended its adoption in 2021 through Kane County Ordinance Title 4, Chapter 2.

WHEREAS, Kane County has actively implemented Wildland-Urban Interface (WUI) planning, mapping, mitigation, and enforcement since 2006, in coordination with the Utah Division of Forestry, Fire and State Lands (FFSL), local fire districts, municipalities, and federal land management agencies; and

WHEREAS, the geography, vegetation, and land-use characteristics of Kane County place all unincorporated land within a Wildland-Urban Interface environment, and therefore all unincorporated parcels are considered part of the WUI Zone for purposes of wildfire planning, mitigation, code application, and risk assessment; and

WHEREAS, the State of Utah, through recent WUI legislation and FFSL guidance, requires counties to maintain current, defensible, and locally adopted WUI maps consistent with the statewide High-Risk WUI boundary; and

WHEREAS, Kane County has completed an update to the Kane County WUI Zone Map, incorporating local fire behavior data, vegetation conditions, historical risk information, development patterns, emergency access needs, and state WUI mapping standards; and

WHEREAS, the Kane County Commission finds the updated WUI Zone Map to be accurate, reasonable, and necessary for effective implementation of Title 4, Chapter 2 of the Kane County Code, and for continued eligibility for wildfire mitigation funding, cost-share programs, and cooperative fire protection agreements; and

WHEREAS, it is the desire of the Kane County Commission to formally incorporate the updated WUI Zone Map into county ordinance and to reaffirm that all unincorporated areas of the county fall within the WUI Zone unless specifically excluded by future legislative action.

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

1. Adoption of Updated WUI Zone Map

The Kane County Wildland-Urban Interface Zone Map is hereby adopted as the official WUI map of Kane County.

2. Incorporation into County Code

The adopted map shall be incorporated into Kane County Code Title 4, Chapter 2 as an officially referenced and governing document under the county's adopted International Urban-Wildland Interface Code and the amendments identified in R652-122.

3. Unincorporated County within WUI Zone

The Commission affirms that all unincorporated property in Kane County falls within the Wildland-Urban Interface Zone, and the adopted WUI map serves as the official depiction and administrative tool for applying WUI code provisions throughout these areas.

4. Recognition of Historical Compliance

Kane County acknowledges nearly two decades of WUI planning and code implementation, having adopted and utilized WUI standards, maps, and mitigation practices since 2006.

5. Administrative and Operational Use

County staff, fire districts, and cooperating agencies are directed to use the adopted WUI Zone Map in all relevant planning, permitting, mitigation, assessment, and public-education activities.

6. Future Amendments

Future amendments to the International Urban-Wildland Interface Code or R652-122 of the Utah Administrative Code shall automatically apply unless specifically excepted by amendment to Kane County Code Title 4, Chapter 2.

7. Effective Date

This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this ___ day of _____, 2025.

KANE COUNTY COMMISSION

Chair

Commissioner

Commissioner

ATTEST:

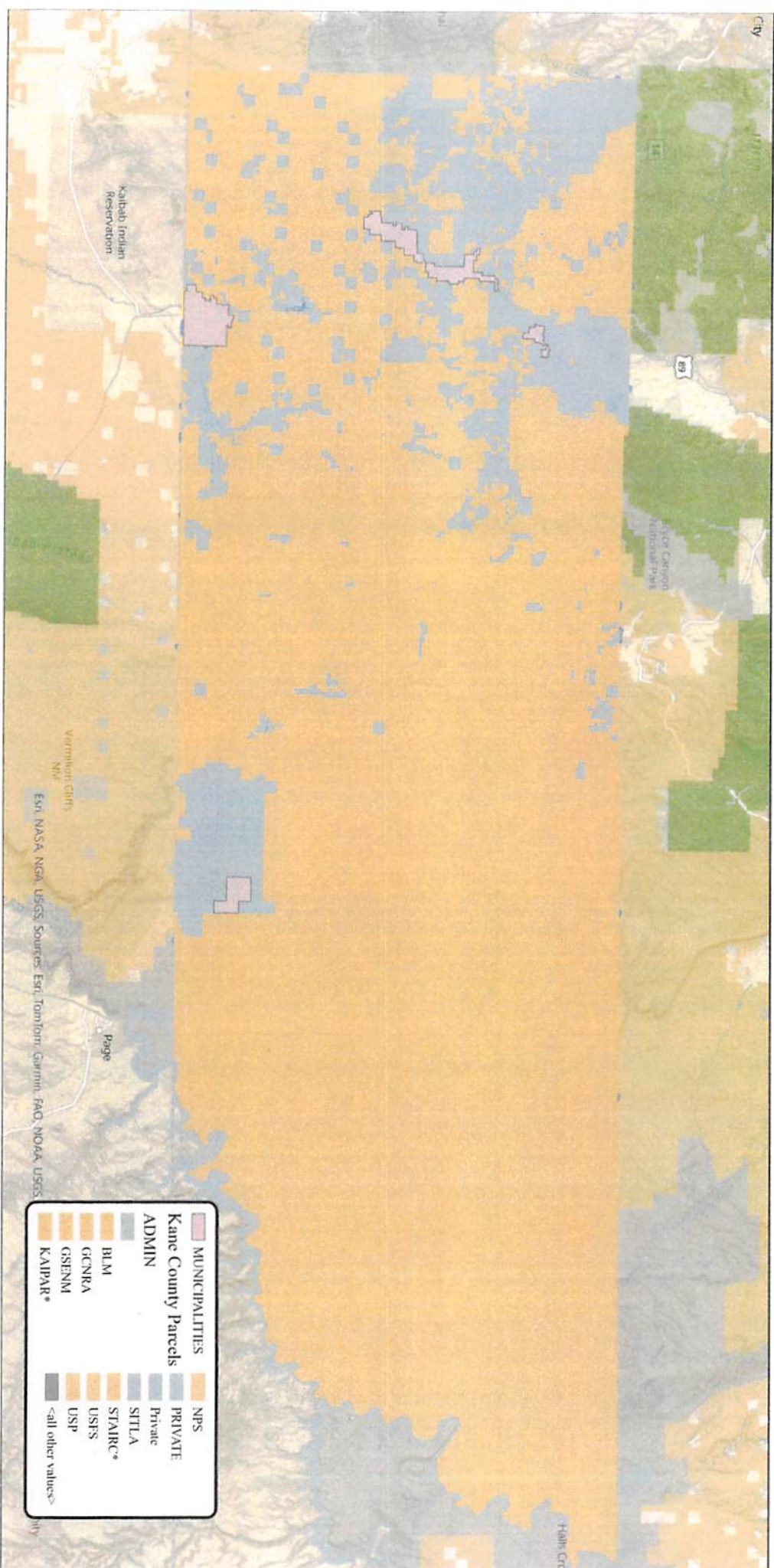
Kane County Clerk/Auditor

Kame County, Nevada

Legend:

- MUNICIPALITIES:** Kame County Parcels
- PRIVATE:** Private, SITLA, STAIRC*, USFS, USP, <all other values>
- NPS:** NPS
- ADMIN:** BLM, GGCNRA, GSENM, KAIRAR*

Map Labels: Kame County Airport, Kame County Courthouse, Kame County Jail, Kame County Sheriff's Office, Kame County Health Center, Kame County Library, Kame County Senior Center, Kame County Community Center, Kame County Recreation Center, Kame County Fire Station, Kame County Police Station, Kame County Jail, Kame County Courthouse, Kame County Airport, Kame County Health Center, Kame County Library, Kame County Senior Center, Kame County Community Center, Kame County Recreation Center, Kame County Fire Station, Kame County Police Station.



ITEM # 23

Review of Legislative Issues

ITEM # 24

Commissioner Report on Assignments