

COMMISSION MEETING

PACKET

DATE:

June 9, 2026

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, June 9, 2026** 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: May 27, 2026-\$96,044.60 and June 3, 2026-\$518,579.30

Approval of: Commission Meeting Minutes for May 26, 2026

REGULAR SESSION:

1. **Discuss/Vote on Bid Award for the Mountain View Culvert Replacement Project / Commissioner Meyeres**
2. **Discuss/Vote on Bid Award for the Skutumpah Road Improvements and Johnson Canyon Road Reconstruction Project / Commissioner Meyeres**
3. **Discuss/Vote on FY27 Bailiff and Security Contract / Commissioner Kubeja**
4. **Discuss/Vote on Kane County Resolution No. R 2026-12 A Resolution Annexing Certain Territory into the Vermillion Cliffs Special Service District / Full Commission**
5. **Discuss/Vote on Kane County Resolution No. R 2026-13 A Resolution Authorizing the Employer Pick Up of URS Tier II Public Safety Employee Retirement Contributions / Full Commission**

- 6. Discuss/Vote on the 2026 Tax Sale Minutes / Commissioner Kubeja**
- 7. Discuss/Vote on the Tax Rates for 2026 / Full Commission**
- 8. Financial Update-Chameill Lamb / Full Commission**
- 9. Review of Legislative Issues / Full Commission**
- 10. Commissioner Report on Assignments / Full Commission**

Closed Session:

- Discussing an individual's character, professional competence, or physical or mental health.
- Strategy sessions to discuss collective bargaining, pending or reasonably imminent litigation, or the purchase, exchange lease or sale of real property.
- Discussions regarding security personnel, devices or systems.
- Investigative proceedings regarding allegations of criminal misconduct.

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Chameill Lamb at (435) 644-2458. Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate. All items to be placed on the agenda must be submitted to the Clerk's office by noon Thursday, prior to the meeting.

CONSENT AGENDA

Approval of:

Check Edit Report: May 27, 2026-\$96,044.60 and June 3,
2026-\$518,579.30

Commission Meeting Minutes for May 26, 2026

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
May 26, 2026 at 10:00 AM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

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

Other County Officials in Attendance: Attorney Jeff Stott, Clerk/Auditor Chameill Lamb, Keiren Chatterley, Shannon McBride, and Taylor Glover

CALL MEETING TO ORDER: Commissioner Brown

WELCOME: Commissioner Brown

INVOCATION: Commissioner Kubeja

PLEDGE OF ALLEGIANCE: Commissioner Brown

PUBLIC COMMENT:

Matt Fisher asked if there had been a competitive bidding process (RFP) associated with item #6.

Gary Webster, representing Senator Lee's office, provided a report regarding the Senator's work on federal permitting reform and regulations, specifically impacting the Federal Land Policy and Management Act (FLPMA). Gary stated that the Senator aims to reduce the size of the federal government to support energy development, including oil, gas, coal, and mineral leasing on public lands, while maintaining a multiple-use platform.

CONSENT AGENDA:

Check Edit Report: May 13, 2026-\$298,317.27 and May 20, 2026-\$711,439.08

Approval of: Commission Meeting Minutes for May 12, 2026

Motion to approve the Check Edit Report from May 13, 2026-\$298,317.27 and May 20, 2026-\$711,439.08 and the Commission Meeting Minutes for May 12, 2026 made by Commissioner Brown and motion carried with all commissioners present voting in favor.

REGULAR SESSION:

1. 10:05 AM Public Hearing for Opening of the 2026 Budget to Make Adjustments

Chameill detailed several items, including a \$52,400 grant for a tourism business development workshop, a \$100,000 sponsorship for the PRCA rodeo from the Catori Canyon, \$25,000 in carried-over 2025 grant funding, and an OHVR grant totaling \$31,500 with a \$10,500 match from the tourism fund balance. These were all grants that we were not anticipating to receive or spend in 2026 so we need to open the budget for them.

Commissioner Brown called us into public hearing.

No public comment.

Commissioner Brown closed the public hearing.

2. Discuss/Vote on Kane County Resolution No. R 2026-11 A Resolution Adopting a 2026 Fiscal Year County Budget Adjustment / Full Commission

Motion to approve Kane County Resolution No. R 2026-11 a Resolution Adopting a 2026 Fiscal Year County Budget Adjustment 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

3. Public Hearing Regarding Kane County Ordinance No. O 2026-14 An Ordinance Vacating Two Seven and a Half Foot Public Utility Easements in the Elk Ridge Estates, Unit 4 Phase 6 Subdivision Amended Lots 43 and 44

Shannon explained that this request was a standard procedure for combining lots and that all required termination agreements had been obtained.

Commissioner Brown opened up public hearing.

No public comment.

Commissioner Brown closed the public hearing.

4. Discuss/Vote on Kane County Ordinance No. O 2026-14 An Ordinance Vacating Two Seven and a Half Foot Public Utility Easements in the Elk Ridge Estates, Unit 4 Phase 6 Subdivision Amended Lots 43 and 44 / Commissioner Brown

Motion to adopt Ordinance O 2026-14 Vacating Two Seven and a Half Foot Public Utility Easements in the Elk Ridge Estates, Unit 4 Phase 6 Subdivision Amended Lots 43 and 44 with the findings stated in the report made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

5. Discuss/Vote on Office of Tourism Construction Contract / Commissioner Kubeja

The commission reviewed the construction contract for the Office of Tourism remodel with Kris stating that it had also been reviewed by Attorney Stott.

Motion to approve the Office of Tourism Construction Contact with Maxwell as presented made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

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

6. Discuss/Vote on Kane County Building Signage / Commissioner Kubeja

The commission discussed a signage project for county buildings, which Kris noted would be sourced through a state-contract-approved vendor, which does away with having to go through the RFP process. They discussed design preferences, specifically regarding the visibility of stainless steel versus black-backed lettering. Due to uncertainties regarding the budget, available funds, and the specific buildings to be included in the first phase, the commission decided to table the item for two weeks to allow time for further coordination with the Sheriff and a review of the budget allocations.

Motion to table until the next Commission Meeting made by Commissioner Brown and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye
Commissioner Kubeja-aye

Commissioner Meyeres-aye

7. Acceptance of Outdoor Recreation Grant/Archery Range / Commissioner Meyeres

Taylor presented an update on a \$200,000 grant from the Department of Outdoor Recreation to develop a 3D archery course at the existing shooting complex. The project includes a match that will be covered by the Recreation and Transportation Special Service District.

Motion to accept the Outdoor Recreation Grant for the Archery Range Project for up to \$200K and that once we receive the contract and our attorney has reviewed it, as long as there is nothing the attorney would bring to our attention that we authorize the chair to sign the contract made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

8. Review of Legislative Issues / Full Commission

Commissioner Meyeres stated that Taylor Glover worked with State Representative Logan Monson and made a request for some ongoing RS2477 litigation funding. We will receive \$1.5M total (\$500k annually). She also mentioned that we really need bring up the preliminary municipality issue to try and fix the state statute on it.

Commissioner Kubeja attended the Data Privacy Training at UVU.

9. Commissioner Report on Assignments / Full Commission

Commissioner Meyeres

- Logan Monson will be at the Jacob Hamblin Park today at 6pm
- Gave a report to the Big Ride, which is a statewide ATV tour
- We continue to move forward with the fixing of the Coral Pink Sand Dunes Road
- Have a meeting next week with the project developers on the Skutumpah, Mountain View, and Johnson Canyon roads

Commissioner Brown

- Few projects going on in Planning and Zoning
- Attended the Washington County Republican Women's luncheon
- We have hired a new employee at the Kanab Center

Commissioner Kubeja

- Healthy Kane County Foundation volunteered to have volunteers at the Utah 115

Motion to adjourn at 10:54 AM made by Commissioner Brown and motion carried with all commissioners present voting in favor.

WHERE UPON MEETING WAS ADJOURNED

Gwen Brown Chair

Chameill Lamb Clerk/Auditor

AGENDA ITEMS

ITEM # 1

Discuss/Vote on Bid Award for the Mountain View
Culvert Replacement Project

ITEM # 2

Discuss/Vote on Bid Award for the Skutumpah Road
Improvements and Johnson Canyon Road Reconstruction
Project

**DOCUMENT 00 51 00
NOTICE OF AWARD**

Date of Issuance: April 29, 2026
Owner: Kane County Engineer's Project No.: (2008-050)
Engineer: Jones & DeMille Engineering, Inc. (2511-034)
Project: Skutumpah Road Improvements and Johnson Canyon Road Reconstruction
Contract Name: Skutumpah Road Improvements and Johnson Canyon Road Reconstruction
Bidder: Staker & Parson & Co DBA Hales Sand and Gravel
Bidder's Address: 195 N 100 E, Richfield, UT 84701

You are notified that Owner has accepted your Bid dated April 21, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Bid Schedule 1, Additive 1, Bid Schedule 2, Bid Schedule 3 Items 3-1 (100%), 3-2 (44.17%), 3-5 (100%).

The Contract Price of the awarded Contract is \$4,151,363.40. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within ~~15~~ 14 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Deliver preliminary schedules as specified in the General Conditions, Article 2.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Kane County

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

EJCDC® C-510, Notice of Award.

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ITEM # 3

Discuss/Vote on FY27 Bailiff and Security Contract



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the State of Utah, Administrative Office of the Courts, referred to as STATE, and the following CONTRACTOR:

Kane County Sheriff
 Name
 76 North Main Street
 Address
 Kanab Utah 84741
 City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- For-Profit Corporation
- Non-Profit Corporation
- Partnership
- Government Agency

Contact Person: Tracy Glover Phone: 435-644-4916 Email: sheriffglover@kane.utah.gov
 Vendor #: 24743G Commodity Code #: 96480

- 2. GENERAL PURPOSE OF CONTRACT: To provide court perimeter and bailiff services at the courthouse/s in this county. **(Required by Statute: 17-72-708 Paragraph 2. Sheriff – Assignment of court bailiffs – Contract and Costs)**
- 3. PROCUREMENT: This contract is entered into as a result of: **No procurement required (Government Agency).**
- 4. CONTRACT PERIOD: Effective Date: 07/01/2026 Termination Date: 06/30/2027 unless terminated early or extended in accordance with the terms and conditions of this contract. RENEWALS: None
- 5. CONTRACT AMOUNT: CONTRACTOR will be paid a total of \$ 69,822.96 during this period at a rate of \$ 5,818.58 per month. This is an Equal Pay contract. CONTRACTOR will be paid 1/12 of the total contract amount per month.
- 6. ATTACHMENT A: Terms and Conditions
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Costs/Payment
Any conflict between Attachment A and other Attachments will be resolved in favor of Attachment A.
- 7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR:

STATE:

Tracy Glover 6-1-26
 County Sheriff Date

 Court Security Director or AOC Designee Date

 County Commission Date

Keisa Williams 5/19/26
 Approved as to Form Date

 County Attorney Date

 Approved as to Availability of Funds Date

 State Division of Finance Date

ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-72-301, 17-72-708 and UC78A-2-602.

2. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal, and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

3. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.

4. **TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.

5. **NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.

6. **LIABILITY:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. The parties do not waive and this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101 *et seq.*, including, but not limited to, the liability limits contained therein.

7. **EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.

8. **PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.

9. **COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-72-301, 17-72-707, 17-72-708, and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.

10. **EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.

11. **NOTICE:** The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated

12. PROBLEM RESOLUTION: The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.

13. CONTINUITY OF COURT OPERATIONS: The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.

14. SECURITY INCIDENT REPORTING: The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.

15. SECURITY REVIEWS: The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.

16. TRAINING: The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.

17. ENTIRE CONTRACT: This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Revised (03/18/2026)

ATTACHMENT B: SCOPE OF WORK

Bailiff Services:

A. County shall assign such law enforcement or special function officers as bailiffs in each courtroom when court is in session in the Sixth District, District and Juvenile Courts in Kane County.

B. County and AOC through their designees shall coordinate the staffing, scheduling and service levels at the various court locations with the goal of promoting efficiency and quality. The County is hiring authority for all officers assigned under this contract; however, the appointment or reassignment of a courtroom bailiff is subject to the concurrence of the judges with whom the bailiff will work/works.

Security Service:

Sheriff agrees to provide court security services and such other duties as may be required by law for the Sixth District, District and Juvenile Courts in Kane County. The Sheriff agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. The Sheriff agrees to provide security staff sufficient to provide full-time door access security. Court security services will be provided from Monday through Friday of each week, excepting legal holidays or other days the court is closed, during the hours of 7:30 a.m. to 5:30 p.m. and any hour that the court is open before or after those times.

Court Security Plan:

In accordance with Rule 3-414, *Utah Code of Judicial Administration*, the court executive in consultation with the Sheriff, has developed a court security plan. The plan outlines the responsibilities of the Sheriff, and a written copy of that plan has been provided to the Sheriff. The Court Security Plan is hereby incorporated by reference into this contract.

Revised (04/24/2024)

ATTACHMENT C: PAYMENT

One-twelfth (1/12)

1. The AOC agrees to pay the CONTRACTOR the annual amounts listed on page one (1) of this contract, not to exceed the total contract amount.
2. The CONTRACTOR will invoice the AOC once every month, within thirty (30) days after the end of the month for one-twelfth (1/12) of the total yearly amount; however, the last invoice for the fiscal year will be due no later than July 10.
3. The AOC will remit payment to the CONTRACTOR within thirty (30) days of receipt of the invoice.
4. The invoice shall include the total hours of security services provided for the invoiced period, as well as the contract number. (located on the Cover Page)
5. Any invoice submitted in connection with this agreement shall be sent (USPS or electronically) to the Contact Information for Courts listed below.

Please send invoices to:

Administrative Office of the Courts (AOC)
Attn: Security Department
Address: 450 South Main Street, N231B
City/Zip: Salt Lake City, UT 84111
Phone: 801-578-3841
E-mail: courtsecurity@utcourts.gov

Revised (03/18/2026)

ITEM # 4

Discuss/Vote on Kane County Resolution No. R 2026-12 A Resolution Annexing Certain Territory into the Vermillion Cliffs Special Service District

KANE COUNTY RESOLUTION NO. R 2026-12

A RESOLUTION ANNEXING CERTAIN TERRITORY INTO THE VERMILLION CLIFFS SPECIAL SERVICE DISTRICT

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

WHEREAS, the Kane County Commission received a request from four land owners just north of Kanab to expand the District boundaries to include their properties, which are unincorporated areas of Kane County that will not be served by fire protection services; and

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

WHEREAS, the proposed annexation area includes parcels 2-7-26-1, 2-7-25-2, 2-6-30-3 (one and two), 2-6-31-3, 2-7-25-1A.

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

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

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

WHEREAS, because all property owners in the proposed annex area have signed the petition for annex, no notice, hearing, or protest period is required pursuant to Utah Code §17D-1-402; and

WHEREAS, the Commission finds that public health, convenience, and necessity require the approval of the annexation request to the District for municipal type fire services; and

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

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

1. The Vermillion Cliffs Special Service District ("District") is hereby expanded pursuant to Utah Code §17D-1-401 et seq.

2. The boundaries of the annexed area are described in Exhibit A (legal description and map), incorporated herein by reference.

3. This Resolution is effective immediately upon adoption.

ADOPTED this ___day of _____,

2026.

ATTEST:

Kane County Clerk

BOARD OF COMMISSIONERS

KANE COUNTY, UTAH

Commissioner Meyeres voted: _____

Commissioner Kubeja voted: _____

Commissioner Brown voted: _____

Legal Description for Annexation into the Vermillion Cliffs Special Service District

All of the following parcels are proposed for annexation.

2-7-26-1: THE S/2NE/4; THE N/2SE/4; THE NE/4NE/4; & THE SE/4SE/4 OF SEC 26 T42S R7W, SLB&M, CONT 200.0 AC, M/L.

2-7-25-2: THE NW 1/4; THE SW 1/4; & THE S/2SE/4 OF SEC 25 T42S R7W, SLB&M, CONT 400.0 AC, M/L TOG WITH A R/W FOR INGRESS & EGRESS OVER & ACROSS THE E 12.0 FT OF THE N/2NW/4 OF SEC 25 T42S R7W.

2-6-30-3: PARCEL 1: BEG AT A PT 725.0 FT N OF THE SW COR OF SEC 30 T42S R6W SLB&M WHICH PT LIES ON THE W LINE OF SAID SEC 30; TH N 595.0 FT, M/L, ALG THE W LINE OF SAID SEC 30 TO THE 1/16TH SEC COR; TH E 2,555.42 FT, M/L, ALG THE 1/16TH SEC LINE TO THE W'LY R/W LINE OF US HWY 89; TH SE'LY 596.48 FT, M/L, ALG SAID R/W LINE TO A PT 2,595.95 FT E OF THE PT OF BEG; TH W 2,595.95 FT TO THE PT OF BEG. CONT 35.0 AC,M/L.

PARCEL 2: BEG AT THE C-S 1/16 COR OF SEC 30 T42S R6W SLB&M & RUN TH N 38°20'35" E 20.0 FT; TH N 51°39'27" W 256.36 FT; TH S 69°51'38" W 109.81 FT; TH N 73°29'10" W 138.01 FT; TH N 84°31'02" W 174.70 FT; TH N 89°44'11" W 118.68 FT; TH S 85°36'39" W 69.76 FT; TH S 72°35'00" W 129.36 FT; TH N 64°11'41" W 65.33 FT; TH N 54°53'15" W 104.49 FT; TH N 89°31'28" W 161.75 FT; TH S 63°41'15" W 122.86 FT; TH S 74°14'10" W 123.18 FT; TH N 56°20'04" W 493.18 FT; TH N 88°46'13" W 315.26 FT; TH S 64°41'43" W 125.76 FT; TH S 69°52'04" W 85.49 FT; TH S 86°40'05" W 51.54 FT; TH S 58°00'15" W 208.47 FT; TH S 61°12'58" W 248.50 FT; TH S 24°13'28" W 62.70 FT; TH S 0°32'10" E 39.79 FT; TH N 82°52'19" W 69.69 FT; TH N 81°56'50" W 137.37 FT; TH S 83°55'08" W 315.67 FT; TH S 89°41'45" W 499.45 FT TO N-S CENTERLINE OF THE SE/4 SEC 25 T42S R7W SLB&M; TH S 0°02'00" W ALG SAID N-S CENTERLINE OF THE SE/4, 20.0 FT TO THE SE 1/16 COR OF SAID SEC 25; TH N 89°41'45" E ALG THE E-W CENTERLINE OF THE SE/4 SAID SEC 25, 1,320.63 FT TO THE S 1/16 COR OF SEC'S 25 & 30 T42S R6 & 7W SLB&M; TH N 89°55'54" E ALG THE E-W CENTERLINE OF THE SW/4 OF SAID SEC 30, 2,533.27 FT TO THE PT OF BEG. CONT 16.66 AC,M/L.

BEING IN SEC 30 T42S R6W & SEC 25 T42S R7W

2-6-31-3: THE W/2E/2NE/4SW/4NW/4NE/4: THE W/2NE/4SW/4NW/4NE/4:THE E/2NW/4SW/4NW/4NE/4: THE E/2SW/4SW/4NW/4NE/4:THE W/2W/2SE/4SW/4NW/4NE/4: THE E/2SW/4NW/4NW/4NE/4:& THE SE/4NW/4NW/4NE/4: OF SEC 31 T42S R6W SLB&M,

UTAH. CONT 8.75 AC, M/L. EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE BOUNDS OF US HWY 89. LESS COMM AT THE N 1/4 COR OF SEC 31 T42S R6W, SLB&M; TH S 00°36'20" W ALONG THE CENTER SEC LINE, A DISTANCE OF 456.82 FT; TH E A DISTANCE OF 259.70 FT TO THE PT OF BEG; TH N 81°06'24" E A DISTANCE OF 26.35 FT TO A PT ON THE W'LY R/W LINE OF HWY 89; TH S 08°53'36" E ALONG SAID LINE, A DISTANCE OF 80.50 FT; TH LEAVING SAID R/W LINE & RUN S 81°06'24" W A DISTANCE OF 26.35 FT; TH N 08°53'36" W A DISTANCE OF 80.50 FT TO THE PT OF BEG. CONT 0.049 AC, M/L.

2-7-25-1A: THE NE/4NE/4 OF SEC 25 T42S R7W SLB&M, UTAH. CONT 40.0 AC, M/L. TOG WITH A R/W EASEMENT OFF HANCOCK ROAD OVER EXISTING DIRT INGRESS ROAD & ALL IMPROVEMENTS & APPURTENANCES THEREUNTO BELONGING. TOG WITH WUC# 85-978

VERMILLION CLIFFS SPECIAL SERVICE DISTRICT RESOLUTION NO. R-2026-2
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VERMILLION CLIFFS
SPECIAL SERVICE DISTRICT RECOMMENDING ANNEXATION OF CERTAIN
PROPERTY INTO THE DISTRICT

WHEREAS, the Vermillion Cliffs Special Service District ("District") is a duly established special service district organized under the laws of the State of Utah; and

WHEREAS, the owners of the property identified as Kane County Parcel Nos. 2-7-26-1, 2-7-25-2, 2-7-25-1A, 2-6-31-3 and 2-6-30-3 have requested annexation of their property into the District; and

WHEREAS, the board has determined the proposed boundary to provide necessary coverage to structures that would otherwise be without coverage in the near future; and

WHEREAS, the Board of Trustees has reviewed the petition and determined that the proposed annexation is consistent with the purposes of the District and would promote the public health, safety, and welfare by facilitating the provision of fire protection and other District services; and

WHEREAS, the Board finds that the proposed annexation is in the best interests of the District and the affected property owners;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VERMILLION CLIFFS SPECIAL SERVICE DISTRICT AS FOLLOWS:

1. The Board of Trustees hereby recommends that the Kane County Board of County Commissioners approve the annexation of Kane County Parcel Nos. 2-7-26-1, 2-7-25-2, 2-7-25-1A, and 2-6-30-3 into the boundaries of the Vermillion Cliffs Special Service District.
2. The Board further recommends that, upon approval by the Kane County Board of County Commissioners, the annexed properties become subject to the rules, regulations, fees, rates, and assessments lawfully adopted by the District.
3. The Chair of the Board and District staff are authorized to transmit this Resolution and any supporting documentation to the Kane County Board of County Commissioners for its consideration and action.

ADOPTED by the Board of Trustees of the Vermillion Cliffs Special Service District this 3rd day of June, 2026.

VERMILLION CLIFFS SPECIAL SERVICE DISTRICT

Chair



ATTEST:

District Clerk



PETITION FOR ANNEXATION INTO THE VERMILLION CLIFFS SPECIAL SERVICE DISTRICT

To: Kane County Commission & The Vermillion Cliffs Special Service District Board

We, the undersigned residents and property owners of Kane County, Utah, hereby respectfully petition the Kane County Commission to annex our properties into the VCSSD pursuant to applicable laws and regulations governing special service districts.

We make this request with the understanding that we will be subject to all requirements and fees as adopted and enforced by the VCSSD, and affirm that annexation is in the best interests of the undersigned petitioners.

Petitioners' Information:

Name of Petitioner	Residence Address	Property Owner? (Yes/No)	Property Address/Description
R. Holt Farms, LLC	2750 W 3200 N Kanab, Utah 84741	Yes	2750 W 3200 N Kanab, Utah 84741
Moqui Cave	4581 N Hwy 89 Kanab Ut 84741	Yes	4581 n Highway 89 Kanab utah 84741
Wald, Molly	2155 W Hancock Rd Kanab Ut 84741	Yes	2155 W Hancock Road Kanab Ut 84741

Declaration:

We, the undersigned, certify that the information provided above is true and correct to the best of our knowledge. By signing this petition, we consent to the annexation of the property described herein into the Vermillion Cliffs Special Service District.

Date: 5-27-2026

Signature of Petitioner: _____ *R. Holt Farms, LLC*

Date: _____ *R. Jared Holt*

Signature of Petitioner: _____ *R. Jared Holt*

Date: _____ *Manager*

Signature of Petitioner: _____

Date: _____

Signature of Petitioner: _____

Date: _____

Signature of Petitioner: _____

Date: _____

Signature of Petitioner: _____

Date: _____

Signature of Petitioner: _____

Declaration:

We, the undersigned, certify that the information provided above is true and correct to the best of our knowledge. By signing this petition, we consent to the annexation of the property described herein into the Vermillion Cliffs Special Service District.

Date: 5-27-2026

Signature of Petitioner: _____ R. Holt Farms, LLC
R. Jared Holt

Date: _____ R. Jared Holt
Manager

Signature of Petitioner: _____

Date: 6-2-2026

Signature of Petitioner: Lee Anne Chamberlain
LEE ANNE CHAMBERLAIN

Date: _____ OWNER.

Signature of Petitioner: _____

Date: _____

Signature of Petitioner: _____

Date: _____

Signature of Petitioner: _____

Date: _____

Signature of Petitioner: _____

Declaration:

We, the undersigned, certify that the information provided above is true and correct to the best of our knowledge. By signing this petition, we consent to the annexation of the property described herein into the Vermillion Cliffs Special Service District.

Date: 5-27-2026

Signature of Petitioner: _____ R. Holt Farms, LLC
R. Jared Holt

Date: 6/3/26

Signature of Petitioner: _____ R. Jared Holt
Manager
Molly Wald

Date: _____

Signature of Petitioner: _____

Date: _____

Signature of Petitioner: _____

Date: _____

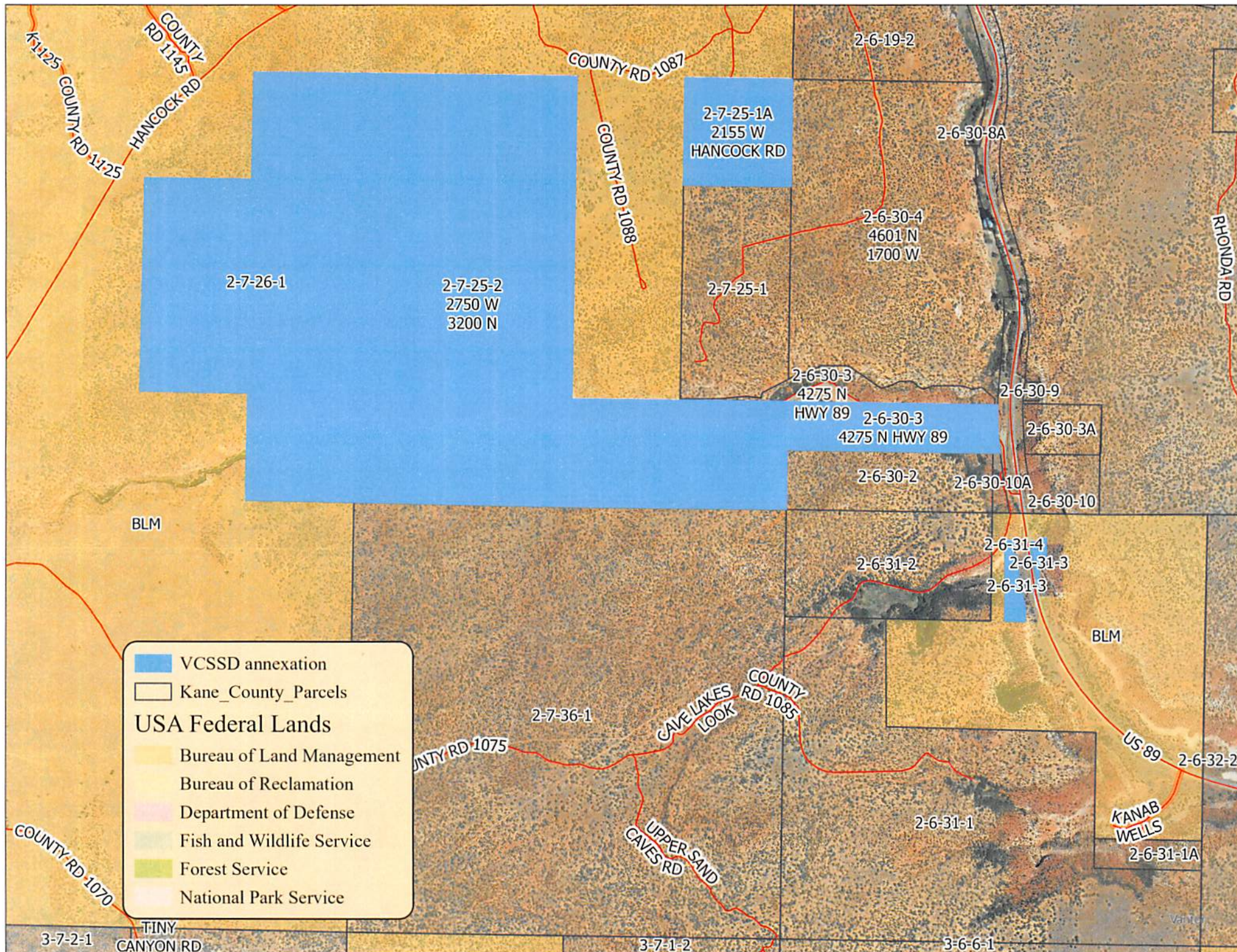
Signature of Petitioner: _____

Date: _____

Signature of Petitioner: _____

Date: _____

Signature of Petitioner: _____



ITEM # 5

Discuss/Vote on Kane County Resolution No. R 2026-13 A Resolution Authorizing the Employer Pick Up of URS Tier II Public Safety Employee Retirement Contributions

KANE COUNTY RESOLUTION NO. R 2026 - 13

A RESOLUTION AUTHORIZING THE EMPLOYER PICK UP OF URS TIER II PUBLIC SAFETY EMPLOYEE RETIREMENT CONTRIBUTIONS

WHEREAS the Kane County Commission is the proper authority to authorize the pick-up of Tier II Public Safety employee retirement contributions; and

WHEREAS Kane County has employees who are eligible for and participate as members in the Public Safety Tier II Retirement System administered by the Utah Retirement Systems (“Tier II Public Safety plan”); and

WHEREAS in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions; and

WHEREAS Kane County desires to formally pick up all of the employee contributions required to be paid under Utah Code §49-23-301(2)(c), as enacted in S.B. 56, Public Safety Tier II Retirement Enhancements (2020 General Session) and modified by S.B. 140, Utah Retirement System Amendments (2024 General Session), for all County employees participating in the Tier II Public Safety plan; and

WHEREAS the Kane County Commission is duly authorized to take this formal action on behalf of the County as a participating employer with the Utah Retirement Systems; and

WHEREAS other statutory authority for this resolution is found in Utah State Code §17-65-301 et. seq.;

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

1. Any previous resolutions or actions by the Commission to pick up the employee portion of contributions to the Tier II Public Safety plan are hereby ratified and reaffirmed.
2. Beginning July 1, 2026, the county shall prospectively pick up and pay all required employee contributions for county employees who are members of the Tier II Public Safety plan.
3. The amount for 2026, beginning July 1, 2026 is 5.98% of compensation for each employee (an increase of 1.25% per employee from the previous year).
4. The picked up contributions paid by the employer, even though designated as employee contributions for state law purposes, are being paid by the County in lieu of the required employee contributions.

5. The picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Utah Retirements Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.
6. The picked up contributions are an additional benefit and not a salary reduction to the county employees who are eligible for and participating members in the Tier II Public Safety plan.
7. From and after the date of this pick up, a county employee may not have a cash or deferred election right with respect to the designated employee contributions, including that the employees may not be permitted to opt out of the pick up and may not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the county on behalf of its employees to the Utah Retirement Systems.
8. This resolution is effective immediately.

ADOPTED this 9th day of June, 2026.

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Gwen Brown, Chair
Board of Commissioners
Kane County

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

ITEM # 6

Discuss/Vote on the 2026 Tax Sale Minutes

MINUTES OF THE 2026 MAY TAX SALE

Present: Clerk/Auditor Chameill Lamb, Deputy Clerk/Auditors – Heather Narramore, Candice Brown and Mandi Staton; Treasurer- Keiren Chatterley Deputy Treasurers - Trish Spendlove and Lisa Chavez.

The 2026 May Tax Sale was called to order at 10:00 a.m. on Thursday, May 28th, in the Commission Chambers of the Kane County Courthouse.

The County Auditor began by welcoming the bidders and reading Ordinance 2016-8, Public Notice, Method of Sale and Kane County May Tax Sale Rules.

Each parcel was presented by number, owner, account number and serial number. Total taxes, penalties, interest and administrative costs of each parcel were also announced.

Tax Sale #1: Account #0024250, Serial #N-57. Amount owed for taxes and fees \$3,736.32. The beginning bid was \$3,736.32. The ending bid was \$18,100.00. Purchaser: Emery Blanchard Trust Dated March 29, 2018.

Tax Sale #2: Account #0024243, Serial #N-56. Amount owed for taxes and fees \$3,736.24. The beginning bid was \$3,736.24. The ending bid was \$22,100.00. Purchaser: Emery Blanchard Trust Dated March 29, 2018.

Tax Sale #4: Account #0141468, Serial #T-A-54. Amount owed for taxes and fees \$704.57. The beginning bid was \$704.57. The ending bid was \$8,900.00. Purchaser: Emery Blanchard Trust Dated March 29, 2018.

Tax Sale #5: Account #0049299, Serial #2-1E-32-3-30. Amount owed for taxes and fees \$745.18. The beginning bid was \$745.18. The ending bid was \$7,500.00. Purchaser: Robert Foley & Mary Foley Husband and Wife, as Joint Tenants.

Tax Sale #29: Account #0027683, Serial #P-C-1. Amount owed for taxes and fees \$1,144.21. The beginning bid was \$1,144.21. The ending bid was \$4,100.00. Purchaser: Emery Blanchard Trust Dated March 29, 2018.

Tax Sale #30: Account #0027659, Serial #P-B-7. Amount owed for taxes and fees \$1,143.85. The beginning bid was \$1,143.85. The ending bid was \$4,600.00. Purchaser: Emery Blanchard Trust Dated March 29, 2018.

Tax Sale #31: Account #0054729, Serial #25-A-155. Amount owed for taxes and fees \$7,835.75. The beginning bid was \$7,835.75. The ending bid was \$91,500.00. Purchaser: Emery Blanchard Trust Dated March 29, 2018.

Tax Sale #34: Account #0027527, Serial #P-B-16. Amount owed for taxes and fees \$1,143.85. The beginning bid was \$1,143.85. The ending bid was \$6,200.00. Purchaser: Emery Blanchard Trust Dated March 29, 2018.

Tax Sale #36: Account #0027634, Serial #P-B-5. Amount owed for taxes and fees \$1,143.67. The beginning bid was \$1,143.67. The ending bid was \$6,000.00. Purchaser: Emery Blanchard Trust Dated March 29, 2018.

WHERE UPON MEETING ADJOURNED AT 10:30 A.M.

Gwen Brown
Commission Chair

Chameill Lamb
Clerk/Auditor

Tax Sale #	Account #	Parcel #	Notes
1	0024250	N-57	SOLD
2	0024243	N-56	SOLD
3	0156771	152-15	REDEEMED
4	0141468	T-A-54	SOLD
5	0049299	2-1E-32-3-30	SOLD
6	0101462	72-1336	REDEEMED
7	0101470	72-1337	REDEEMED
8	0047566	19-B-15	REDEEMED
9	0047590	19-B-18	REDEEMED
10	0047681	19-C-1	REDEEMED
11	0047731	19-D-5	REDEEMED
12	0047749	19-D-6	REDEEMED
13	0047756	19-D-7	REDEEMED
14	0047772	19-D-9	REDEEMED
15	0047905	19-F-1	REDEEMED
16	0047988	19-F-17	REDEEMED
17	0047996	19-F-18	REDEEMED
18	0048002	19-F-19	REDEEMED
19	0048010	19-F-2	REDEEMED
20	0048028	19-F-20	REDEEMED
21	0048150	19-H-1	REDEEMED
22	0048168	19-H-2	REDEEMED
23	0048716	19-H-2B	REDEEMED

24	0048184	19-H-2C	REDEEMED
25	0048200	19-H-3A	REDEEMED
26	0048218	19-H-3C	REDEEMED
27	0006331	I-58	REDEEMED
28	0011463	K-1-11	REDEEMED
29	0027683	P-C-1	SOLD
30	0027659	P-B-7	SOLD
31	0054729	25-A-155	SOLD
32	0013949	K-27-5	REDEEMED
33	0135759	8-8-29-23	REDEEMED
34	0027527	P-B-16	SOLD
35	0108616	8-2-6-2	REDEEMED
36	0027634	P-B-5	SOLD
37	0124415	123-50-3	REDEEMED
38	0053911	24-2-20	REDEEMED
39	0014590	K-30-11	REDEEMED

ITEM # 7

Discuss/Vote on the Tax Rates for 2026

ITEM # 8

Financial Update

ITEM # 9

Review of Legislative Issues

ITEM # 10

Commissioner Report on Assignments