

**COMMISSION MEETING
PACKET**

DATE:

September 22, 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, September 22, 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: September 16, 2026-\$743,882.98

Approval of: Commission Meeting Minutes for September 15, 2026

REGULAR SESSION:

1. **USU Extension Annual Update / Commissioner Brown**
2. **Discuss/Vote on Kane County Ordinance No. O 2026-04, which Approves Additional Land Uses and a Development Agreement Regarding the “Old Fort” Property (Parcels 4-7-2-1 and 4-7-3-1A). The Zone will Remain Agricultural but will be Granted Some Commercial Uses, such as a Hotel, Restaurant, and Short-Term Rentals, as Part of a Planned Development, and as Outlined in the Proposed Development Agreement / Commissioner Brown**
3. **Discuss/Vote on Kane County Resolution No. R 2026-16 A Resolution Amending Kane County Resolution No. R 2026-12 to Correct the Legal Description of Territory Annexed into the Vermilion Cliffs Special Service District / Full Commission**
4. **Discuss/Vote on Notice of Impending Boundary Action for the Annexation of the Vermilion Cliffs Special Service District / Full Commission**

- 5. Discuss/Vote on Kane County Resolution No. R 2026-17 A Resolution Supporting the Wreaths Across America Program in Kane County / Commissioner Kubeja**
- 6. Discuss/Vote on Kane County Resolution No. R 2026-18 A Resolution Designating October as Domestic Violence Awareness Month (DVAM) / Commissioner Kubeja**
- 7. Discussion/Decision Regarding Release of Property Claims between Progressive Direct Insurance and Kane County / Full Commission**
- 8. Review of Legislative Issues / Full Commission**
- 9. 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: September 16, 2026-\$743,882.98

Commission Meeting Minutes for September 15, 2026

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
September 15, 2026 at 10:00 AM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

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

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

CALL MEETING TO ORDER: Commissioner Kubeja

WELCOME: Commissioner Kubeja

INVOCATION: Taylor Glover

PLEDGE OF ALLEGIANCE: Sam Harvey

PUBLIC COMMENT:

Alan Seilhammer reported on the Wreaths Across America Program saying it is fully funded and the only ask he has for the county is that they help to market the program.

Matt Fisher requested that the report by Matrix regarding countywide fire and was taxpayer-funded be released to the public. He also said he was glad to see item #5 on the agenda.

Sam Harvey, outreach coordinator for Representative Celeste Maloy, announced mobile office hours following the meeting to assist constituents with federal agency issues, passports, visas, and legislative updates.

CONSENT AGENDA:

Check Edit Report: August 26, 2026-\$106,412.21, September 2, 2026-\$691,956.32 and September 9, 2026-\$647,972.10

Approval of: Commission Meeting Minutes for August 25, 2026

Motion to approve the Consent Agenda as presented made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

REGULAR SESSION:

1. Public Hearing Regarding Kane County Ordinance O 2026-23 and O 2026-24

Commissioner Kubeja opened up public hearing.

No public comment.

Commissioner Kubeja called us out of public hearing.

2. Discuss/Vote on Kane County Ordinance No. O 2026-23 An Ordinance Vacating Four Seven and a Half Foot Public Utility Easements in the Navajo Lake Estates Unit No. 4 Subdivision Amended Lots 40, 41 and 42 / Commissioner Brown

Motion to adopt Ordinance O 2026-23 Vacating Four Seven and a Half Foot Public Utility Easements in the Navajo Lake Estates Unit No. 4 Subdivision Amended Lots 40, 41 and 42 with the findings in the staff report made by Commissioner Meyeres and motion carried with all commissioners present voting favor.

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

3. Discuss/Vote on Kane County Ordinance No. O 2026-24 An Ordinance Amending and Vacating, Amended Lot 6-220 in the Vermillion Cliff Estates Subdivision, Vacating Two 30 Foot Portions out of Lot 6-220 and Placing Them into Parcels 3-5-32-1 and 3-5-32-3 / Commissioner Brown

Motion to adopt Ordinance O 2026-24 Amending and Vacating, Amended Lot 6-220 in the Vermillion Cliff Estates Subdivision, Vacating Two 30-Foot Portions out of Lot 6-220 and placing them into Parcels 3-5-32-1 and 3-5-32-3 with the findings in the staff report made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

4. Discuss/Vote on Kane County Resolution No. R 2026-14 A Resolution Supporting Operation Green Light for Veterans / Commissioner Kubeja

Commissioner Kubeja presented Resolution 2026-14 to support Operation Green Light for veterans from November 4th through 11th, encouraging community members to display green lights to honor veteran service and sacrifice.

Motion to approve Resolution R 2026-14 a Resolution supporting Operation Green Light for Veterans made by Commissioner Kubeja and motion carried with commissioners present voting in favor.

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

5. Discuss/Vote on Kane County Resolution No. R 2026-15 A Resolution of the Kane County Commission Calling for the Repeal of Utah's Preliminary Municipality Law and Termination of the Preliminary Municipality Pilot Program / Full Commission

Commissioner Meyeres presented Resolution 2026-15, which calls for the repeal of Utah's preliminary municipality law and the termination of the preliminary municipality pilot program, noting that the county supports multiple legislative venues to address material harm to taxpayers.

Motion to adopt Kane County Resolution R 2026-15 with the Kane County Commission calling for the repeal of Utah's Preliminary Municipality Law and termination of the Preliminary Municipality Pilot Program as presented made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

6. Review of Legislative Issues / Full Commission

Preliminary Municipality Bill
Wildland Urban Interface Bill
TRT Distribution Bill

7. Commissioner Report on Assignments / Full Commission

Commissioner Kubeja

- Attended the UAC Conference last week
- Spent some time at the Kaibab with the Farm Bureau and other federal representatives
- Visited East Zion and got a tour of the Discovery Center, which is set to open in the spring
- September is looking good as far as having tourists come into town

Commissioner Brown

- Board Of Equalization (BOE) hearings will be held in a couple of weeks
- There is a vacant position on the Planning & Zoning Commission

Commissioner Meyeres

- Still planning on Coral Pink Sand Dunes Road being worked on next year and being completed next year
- We continue to try and work with Arizona for the two-miles that is Rosy Canyon
- Thankful for everyone's patience with the Mountain View, Skutumpah, and Johnson Canyon Road improvements funding projects
- The commission has been working for over a year to look at gaining possession of the Dinosaur Visitor Center that is in Big Water and they just got notification that they are ready for the next step of disposal

Motion to adjourn at 10:30 AM made by Commissioner Meyeres 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

USU Extension Annual Update

ITEM # 2

Discuss/Vote on Kane County Ordinance No. O 2026-04, which Approves Additional Land Uses and a Development Agreement Regarding the “Old Fort” Property (Parcels 4-7-2-1 and 4-7-3-1A). The Zone will Remain Agricultural but will be Granted Some Commercial Uses, such as a Hotel, Restaurant, and Short-Term Rentals, as Part of a Planned Development, and as Outlined in the Proposed Development Agreement

KANE COUNTY ORDINANCE NO. O 2026-04

**AN ORDINANCE ALTERING THE ALLOWED LAND USES FOR PARCELS 4-7-2-1
AND 4-7-3-1A
IN THE SOUTHWEST CORNER SECTION OF UNINCORPORATED AREA OF KANE
COUNTY**

WHEREAS, the Kane County Planning Commission, after due and legal notice, held a public hearing on May 13, 2026, and forwarded a recommendation to the Kane County Commission regarding this ordinance; and

WHEREAS, the Kane County Board of Commissioners finds that altering the allowed land uses of in accordance with the accompanying development agreement is in accordance with the Kane County Land Use Ordinance. The purpose of this ordinance is to modify the allowable land uses of the applicant's subject property in accordance with the proposed development agreement to allow for some commercial uses, including a hotel resort, restaurant, and short term rentals, to meet a larger planned development. (Ord. O-2022-42, 7-26-2022); and,

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

WHEREAS, the statutory authority for enacting this ordinance is Utah State Code Sections §17-79, and 17-79-503 and 508;

WHEREAS, the Kane County Planning Commission and Kane County Board of Commissioners desire to implement the recommended land use modifications to :

LEGAL DESCRIPTIONS AS FOLLOWS:

Parcel Number 4-7-3-1A

Tax District 06 - COUNTY OUTSIDE

Acres 280.00

Situs Address

Legal THE W/2SE/4; THE SE/4SE/4: & THE SW/4 OF SEC 3 T44S R7W SLB&M. CONT 280.0 AC, M/L.

RESERVING UNTO GRANTOR A R/W FOR A ROAD EASEMENT.

Parcel Number 4-7-2-1

Tax District 06 - COUNTY OUTSIDE

Acres 645.20

Situs Address

Legal ALL OF SEC 2 T44S R7W SLB&M, UT. CONT 645.20 AC, M/L.
RESERVING UNTO GRANTOR R/W FOR ROAD EASEMENT (SEE 0297-434/445 FOR DESC)

STATE OF UTAH, ORDAINS AS FOLLOWS: PARCELS 4-7-2-1 AND 4-7-3-1A

Is hereby to remain zoned Agricultural but with the added uses and restrictions as outlined in the the accompanying development agreement.

Section 1. Severability.

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

Section 2. Effective Date

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

Section 3. Publication and Notice.

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

End of Ordinance.

ADOPTED this 22nd day of September, 2026.

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

ORDINANCE 2026-04

COUNTY:

Kane County, a political subdivision of the State of Utah

By: _____
Gwen Brown
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
Name of document signer
the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the
chair of the Kane County Commission and 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



Kane County Resort and Vacation Home Development Traffic Impact Study

Kane County, Utah



Prepared for: Greg Wyatt

Prepared by: Bradford Brimley, PhD, PE, PTOE, RSP

Avenue Consultants

September 17, 2026

avenue | CONSULTANTS





EXECUTIVE SUMMARY

This Traffic Impact Study (TIS) evaluates the vehicular impact of a proposed resort and vacation home development west of Kanab, Utah. The study assumes completion of the development by 2030 and includes analyses for the Existing (2026), Background (2030), and Full Build (2030) scenarios.

Trip Generation

The complete development will generate 180 total daily trips, with 18 trips during the AM peak hour and 22 trips during the PM peak hour.

Roadway Width

The current width of Powell Drive ranges from 22.9 to 23.5 ft at various locations along the collector. Kanab Creek Drive is 28.5 ft wide east of the bridge crossing Kanab Creek.

Intersection Capacity Analysis

All intersections currently operate at an acceptable level of service and are expected to continue operating at an acceptable level following completion of the development.

Recommendations

There are no recommendations to the existing road network from this study.





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1 INTRODUCTION

This Traffic Impact Study (TIS) evaluates the vehicular impact of a proposed resort and vacation home development west of Kanab, Utah. The proposed development includes a resort hotel with 40 rooms and a collection of 20 vacation homes. A map of the vicinity of the development is shown in **Figure 1**. A preliminary layout is provided in **Appendix A**. The driveway for the proposed project within Kanab is expected to be along Powell Drive, south of Navajo Drive. The study assumes the proposed development will be completed in 2030. The report includes analyses for the Existing (2026), Background (2030), and Full Build (2030) scenarios.



Figure 1. Project Location and Study Area

1.1 Study Area

The site is currently undeveloped. The surrounding land is rural with some residential and light industrial uses. Kanab Elementary School is located on the southwest corner of Powell Drive & Kanab Creek Drive with access along Vermillion Drive and Kanab Creek Drive. The nearby existing streets with intersections analyzed in the study are described below.

US-89A: A three-lane undivided Arterial that generally runs north-south. The posted speed limit is 30 mph through Kanab but transitions to 55 mph outside of Kanab. As a state road, US-89A is under the jurisdiction of the Utah Department of Transportation (UDOT).

Powell Drive: A two-lane Major Collector that generally runs north-south but become 300 South to run east-west. The posted speed limit is 25 mph.

Kanab Creek Drive: A two-lane Major Collector, generally running east-west. The posted speed limit is 30 mph.

1.2 Study Intersections

The following existing intersections are included in the analyses of this report:

- **300 South/US-89 at US-89A** - signalized intersection
- **300 South at Main Street** - all-way stop controlled
- **US-89A at Kanab Creek Drive** - signalized intersection
- **Powell Drive at Kanab Creek Drive** - all-way stop controlled

Figure 2 shows the existing peak hour volumes observed at the study intersections for a weekday morning and afternoon in September 2026. The raw traffic count printouts are provided in **Appendix B**.

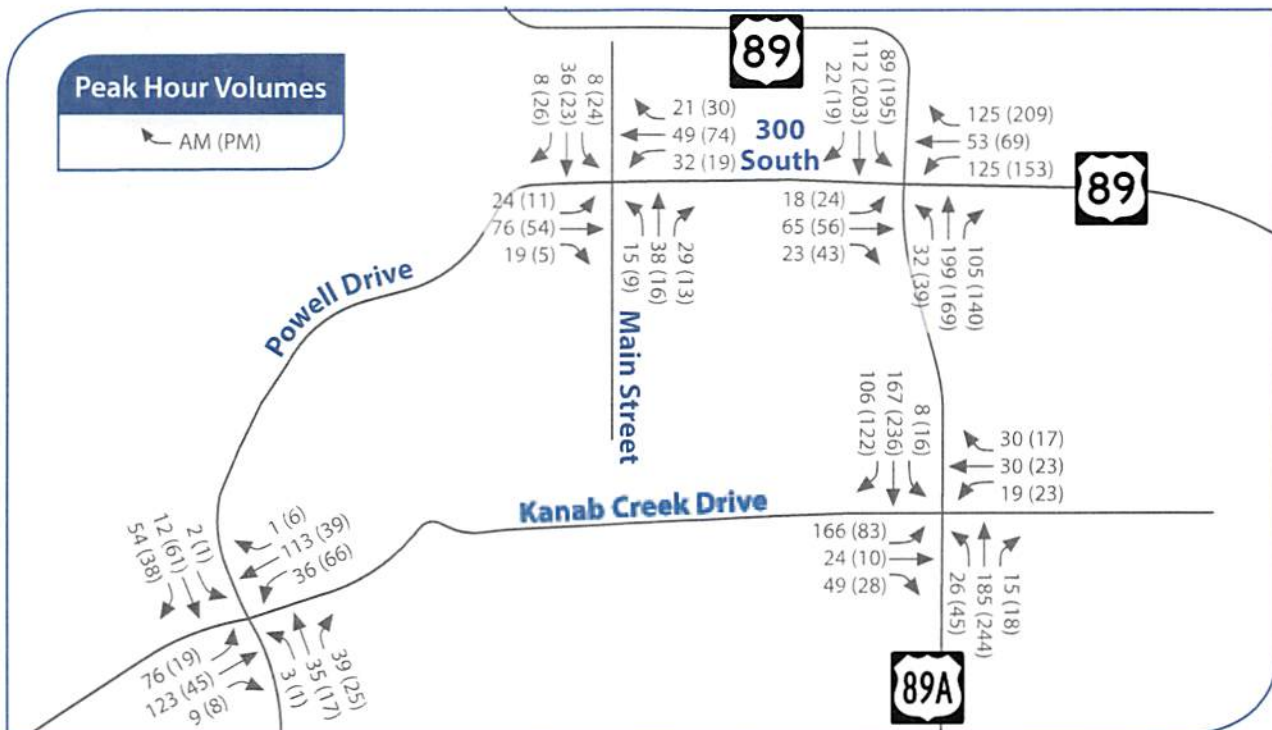


Figure 2. Existing AM and PM Peak Hour Traffic Counts

2 PROPOSED DEVELOPMENT

The proposed development will include a resort hotel (40 rooms) and recreational homes (20 homes). Estimated vehicle trip ends to and from the study area are calculated using trip generation rates published by the Institute of Transportation Engineers (ITE) in the 12th Edition of the *Trip Generation Manual*. **Table 1** summarizes the site uses corresponding to the *Trip Generation Manual*.

**Table 1.** Proposed Land Uses

Land Use	ITE Code	Size
Resort Hotel	330	40 rooms
Recreational Homes	260	20 dwelling units

2.1 Trip Generation

The trips generated by the Resort Hotel and recreational homes are based on the proposed number of hotel rooms and dwelling units, respectively. **Table 2** summarizes the trips anticipated to be generated by the development during typical weekday AM and PM peak hours. Information about the ITE data used to develop **Table 2** is included in **Appendix C**.

Table 2. Trip Generation Data (Proposed Development)

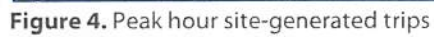
Land Use	Size	Daily Total	AM Peak			PM Peak		
			Total	Enter	Exit	Total	Enter	Exit
Resort Hotel ¹	40 rooms	107	13	9	4	16	7	9
Recreational Homes ²	20 dwelling units	73	5	2	3	6	3	3
Total Trip Generation		180	18	11	7	22	10	12

Rates Used:

1. ITE Land Use 330
Daily: $T = 2.67X$
AM: $T = 0.33X$; 70% entering, 30% exiting
PM: $T = 0.39X$; 43% entering, 57% exiting
2. ITE Land Use 260
Daily: $T = 3.68X$
AM: $T = 0.24X$; 35% entering, 65% exiting
PM: $T = 0.29X$; 56% entering, 44% exiting

2.2 Trip Distribution and Resultant Volumes

The trip ends generated by the proposed development are distributed to and from the study site based on its location with respect to area development, nearby major roadways, and existing traffic patterns. The distribution of new trips is depicted in **Figure 3**, showing percentages through each study intersection. The new volumes for the development are shown in **Figure 4**. These are calculated by applying the trip distribution percentages to the trip generation information in **Table 2**.





3 TRAFFIC VOLUME PROJECTIONS

Traffic volume forecasts are used to estimate the future traffic anticipated at the site. This section calculates estimates for background traffic volumes and the total volumes used for the analyses of the 2030 scenarios.

3.1 Extrapolated Traffic Volumes

Traffic tends to increase as development occurs regionally, even if not attributed to a specific area. Traffic volumes collected by UDOT on US-89A, and shown in **Figure 5**, have grown at an average annual rate of 2.1%. This study assumes regional traffic growth of 2% per year. The extrapolated volumes for 2030 are shown in **Figure 6**, grown from 2030 by 2% annually for 4 years (8.2% total increase). These volumes are used in the Background (2030) and Build (2030) analysis scenarios.

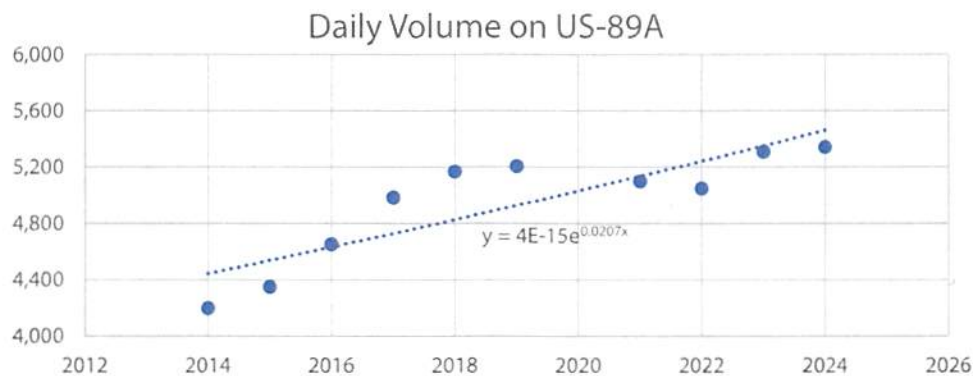


Figure 5. UDOT Traffic Volume Count Data

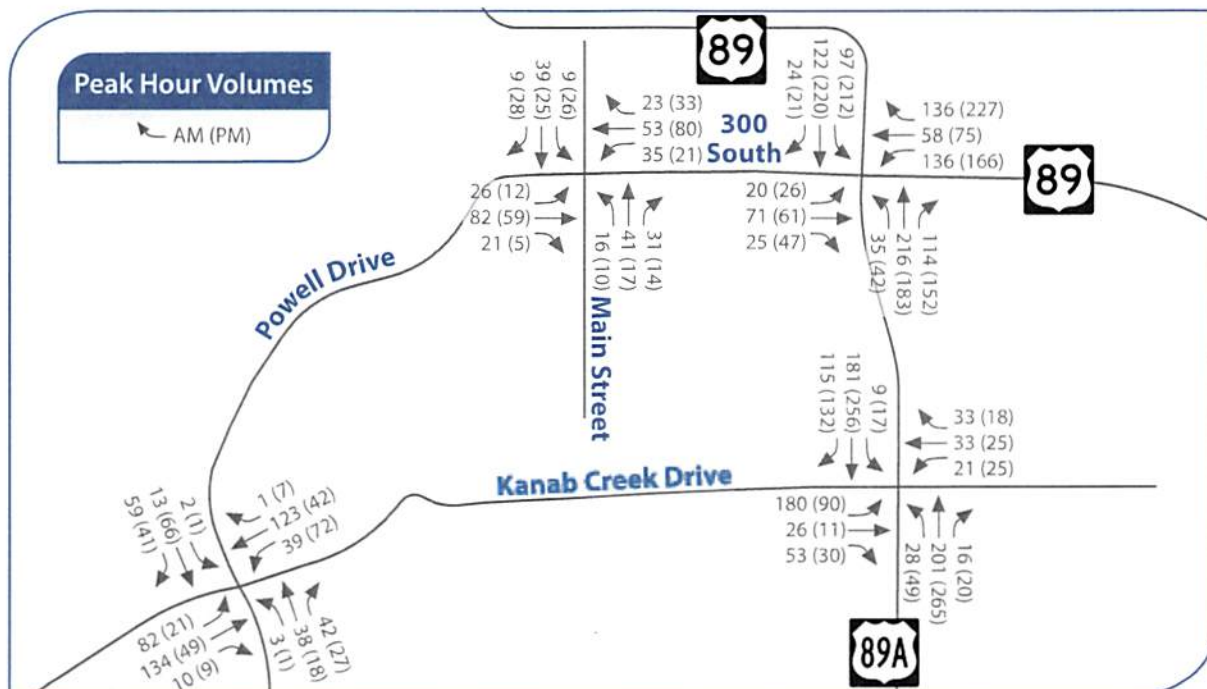


Figure 6. Extrapolated Background (2030) Peak-Hour Volumes



3.2 Combined Traffic Volumes

The Build 2030 scenario adds the total site volumes (**Figure 4**) to the extrapolated Background 2030 volumes (**Figure 6**). The total volumes used in the Build (2030) scenario are depicted in **Figure 7**.

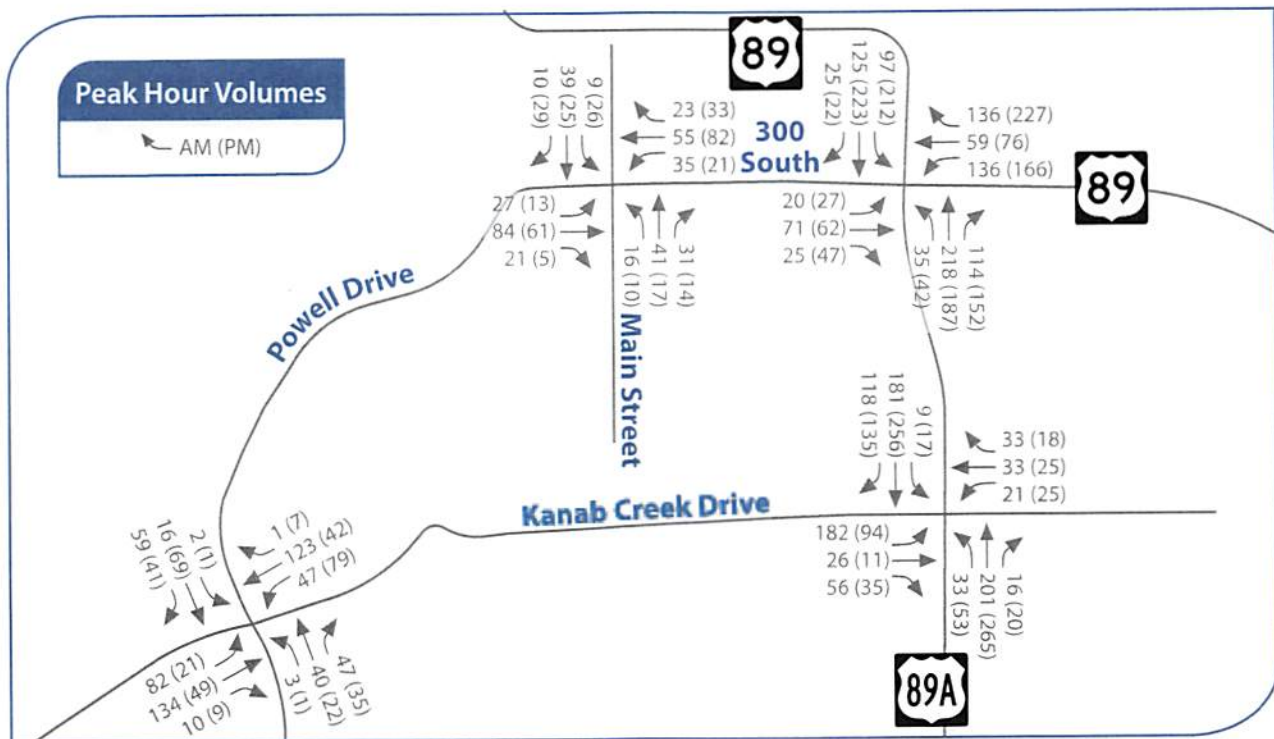


Figure 7. Full Build 2030 Peak-Hour Volumes

4 ROADWAY WIDTH ASSESSMENT

The map in **Figure 1** identifies locations where the width of the roadway was measured. Although not related to the impacts of the proposed development on traffic operations, these measurements provide an understanding of the existing infrastructure. **Table 3** summarizes the roadway widths in the identified locations.

Table 3. Roadway Widths

Index #	Location	Width
1	Powell Drive, Between Aspen Drive and Rider Drive	22.9 ft
2	Powel Drive, Between Swapp Drive and Willow Drive	23.2 ft
3	Powell Drive, near 551 Powell Drive	23.5 ft
4	Kanab Creek Drive, near 165 Kanab Creek Drive	28.5 ft



5 CAPACITY ANALYSIS

Average vehicle delay and Level of Service (LOS) for the peak hours at each intersection were determined with Synchro software, which applies Highway Capacity Manual (HCM) methodologies. LOS, reported on a scale of A to F, describes the operating performance of an intersection, approach, or movement and is measured based on the average vehicle delay. LOS D for a complete intersection or for an unsignalized approach is generally considered acceptable. **Table 4** provides a brief explanation for each LOS and the associated delay.

Table 4. Level of Service Definitions

Level of Service	Traffic Conditions	Average Delay (seconds/vehicle)	
		Unsignalized	Signalized
A	Free Flow Operations / Insignificant Delay	$0 \leq 10.0$	$0 \leq 10.0$
B	Smooth Operations / Short Delays	>10.0 and ≤ 15.0	>10.0 and ≤ 20.0
C	Stable Operations / Acceptable Delays	>15.0 and ≤ 25.0	>20.0 and ≤ 35.0
D	Approaching Unstable Operations / Tolerable Delays	>25.0 and ≤ 35.0	>35.0 and ≤ 55.0
E	Unstable Operations / Significant Delays Begin	>35.0 and ≤ 50.0	>55.0 and ≤ 80.0
F	Very Poor Operations / Excessive Delays Occur	> 50.0	> 80.0

Source: *Highway Capacity Manual*, Transportation Research Board

Copies of the software printouts are included in **Appendix D**. Observed Peak Hour Factors (PHF) and Heavy Vehicle percentages (HV%) were used in the model at the study intersections where available. Default assumptions (PHF=0.92, HV%= 2%) were used if the observed value was less conservative than the default value. The study findings are provided in **Table 5** through **Table 8**, which show the results for the following scenarios:

- Existing 2026
- Background 2030
- Build 2030

5.1 Existing 2026 Conditions

All intersections currently operate at an acceptable level of service.

5.2 Background 2030 Conditions

With additional traffic from growth expected by 2030, all intersections are anticipated to operate at an acceptable level.

5.3 Build 2030 Conditions

With additional traffic from the development, all intersections are anticipated to operate at an acceptable level.

**Table 5.** Level of Service: 300 South & US-89A

Scenario		Northbound	Southbound	Eastbound	Westbound	Intersection
AM Peak Hour						
Existing 2026	LOS	B	A	C	B	B
	Delay (s)	11	7	34	18	15
Background 2030	LOS	B	A	C	B	B
	Delay (s)	12	8	34	18	15
Full Build 2030	LOS	B	A	C	B	B
	Delay (s)	12	8	34	18	15
PM Peak Hour						
Existing 2026	LOS	B	A	C	B	B
	Delay (s)	11	9	30	16	14
Background 2030	LOS	B	A	C	B	B
	Delay (s)	12	9	31	16	14
Full Build 2030	LOS	B	A	C	B	B
	Delay (s)	12	9	31	16	14

Table 6. Level of Service: 300 South & Main Street

Scenario		Northbound	Southbound	Eastbound	Westbound
AM Peak Hour					
Existing 2026	LOS	A	A	A	A
	Delay (s)	9	9	9	9
Background 2030	LOS	A	A	A	A
	Delay (s)	9	9	10	9
Full Build 2030	LOS	A	A	A	A
	Delay (s)	9	9	10	10
PM Peak Hour					
Existing 2026	LOS	A	A	A	A
	Delay (s)	8	8	8	8
Background 2030	LOS	A	A	A	A
	Delay (s)	8	8	8	8
Full Build 2030	LOS	A	A	A	A
	Delay (s)	8	8	8	8

**Table 7.** Level of Service: Kanab Creek Drive & US-89A

Scenario		Northbound	Southbound	Eastbound	Westbound	Intersection
AM Peak Hour						
Existing 2026	LOS	B	B	B	A	B
	Delay (s)	11	13	17	8	13
Background 2030	LOS	B	B	B	A	B
	Delay (s)	13	15	18	9	14
Full Build 2030	LOS	B	B	B	A	B
	Delay (s)	13	15	18	9	15
PM Peak Hour						
Existing 2026	LOS	A	A	B	A	A
	Delay (s)	7	8	12	10	8
Background 2030	LOS	A	A	B	A	A
	Delay (s)	8	8	13	10	9
Full Build 2030	LOS	A	A	B	A	A
	Delay (s)	8	8	13	10	9

Table 8. Level of Service: Kanab Creek Drive & Powell Drive

Scenario		Northbound	Southbound	Eastbound	Westbound
AM Peak Hour					
Existing 2026	LOS	A	A	B	B
	Delay (s)	9	9	11	10
Background 2030	LOS	A	A	B	B
	Delay (s)	10	9	12	11
Full Build 2030	LOS	A	A	B	B
	Delay (s)	10	9	13	11
PM Peak Hour					
Existing 2026	LOS	A	A	A	A
	Delay (s)	7	8	8	8
Background 2030	LOS	A	A	A	A
	Delay (s)	8	8	8	8
Full Build 2030	LOS	A	A	A	A
	Delay (s)	8	8	8	9

6 SUMMARY

6.1 Trip Generation

The proposed resort hotel and vacation homes are anticipated to generate 180 total trips during a typical weekday, with approximately 18 trips during the AM peak hour and 22 trips during the PM peak hour.

6.2 Roadway Width

The width of Powell Drive is approximately 23 feet, with variation between 22.9 and 23.5 feet. The width of Kanab Creek Drive east of the bridge crossing Kanab Creek is 28.5 feet.



6.3 Intersection Capacity Analysis

All intersections currently operate at an acceptable level of service and are expected to continue operating at an acceptable level following completion of the development.

7 CONCLUSION

This study evaluated traffic operations to determine the impact of proposed development of a resort and vacation homes in Kane County, west of Kanab, Utah. Traffic volumes were counted in 2026 and forecasted 2030. The analyses identified no concerns for operations at the study intersections.



Appendix A – Preliminary Layout

MOQUIT MOUNTAIN
WILDERNESS STUDY AREA

UTAH STATE
TRUST
LAND

MOTEL

WEDNESDAY, November 11, 1992

Abstract

EXISTING ROADS

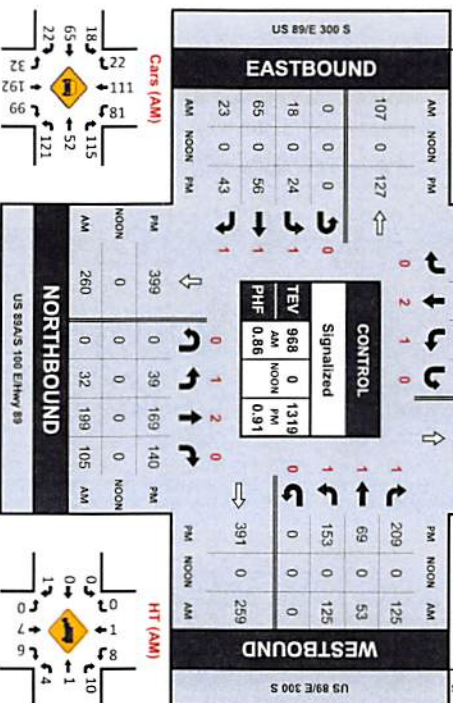
WILLIAMS, J. W. M.

NEW 71 ROOM SUITE



Appendix B – Traffic Count Data

ID: 26-810050-001
City: Kanab

[illegible]

Location: US 89A/S 100 E/7thwy 89 & US 89/E 1000
City: Reno
Control: Signalized

NUTRIENT PROFILES										DRI* - TOTAL									
US RDA/1000 (Male) 19					US RDA/1000 (Female) 19					US RDA/1000 (Male) 30-5					US RDA/1000 (Female) 30-5				
AM 1 2 3 4 5 6 7 8 9 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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COPPER 1 2 3 4 5 6 7 8 9 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																			
SELENIUM 1 2 3 4 5 6 7 8 9 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 6																			

US 89A/US Hwy 89 & E Kanab Creek Dr/E 1100 S

PEAK HOURS	07:45 AM - 08:45 AM
	NONE
	05:00 PM - 06:00 PM

7:00 AM - 09:00 AM

NONE

4:00 PM - 06:00 PM

The diagram illustrates a traffic signal intersection with a central control box labeled "2-Way Stop(EB/WB)". The intersection is oriented with "EASTBOUND" on the left and "WESTBOUND" on the right. The signal phases are labeled with "AM", "NOON", and "PM". The timing is shown in minutes and seconds (MM:SS). The intersection is controlled by a 2-Way Stop (EB/WB) signal. The diagram includes a central control box with a 2-Way Stop (EB/WB) signal, a TEV (Traffic Event Variable) signal, and a PHF (Phase Headway Factor) signal. The timing is shown in minutes and seconds (MM:SS). The intersection is labeled with "EASTBOUND" and "WESTBOUND" directions. The signal phases are labeled with "AM", "NOON", and "PM".

Direction	Phase	Time (MM:SS)
EASTBOUND	AM	162:00
	NOON	166:00
	PM	24:00
	AM	49:00
	NOON	166:00
	PM	24:00
WESTBOUND	AM	17:00
	NOON	23:00
	PM	23:00
	AM	44:00
	NOON	23:00
	PM	23:00

Project ID: 26-810050-003
Date: 9/2/2026

NEW TREAS		US BNAHS (est 89)				US BNAHS (est 89)				E-Kanto Creek Dist 1100 S				E-Kanto Creek Dist 1100 S				
AM	STREETS	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
		N	E	C	W	N	E	C	W	N	E	C	W	N	E	C	W	
7:00 AM	2	31	2	0	0	2	42	4	0	23	1	19	0	0	1	1	0	0
7:15 AM	3	31	0	0	0	1	42	4	0	23	1	19	0	0	1	1	0	0
7:30 AM	4	38	0	0	0	1	29	21	0	23	3	4	0	0	5	9	0	0
7:45 AM	11	31	0	0	0	1	43	53	0	23	1	19	0	0	11	22	0	0
8:00 AM	1	38	0	0	0	0	45	27	0	22	1	19	0	0	13	22	0	0
8:15 AM	4	41	1	0	0	3	44	11	0	20	1	6	0	0	2	2	0	0
8:30 AM	6	43	0	0	0	35	31	0	0	22	2	9	0	0	4	13	0	0
8:45 AM	5	33	0	0	0	7	44	10	0	15	1	6	0	0	5	2	0	0
TOTAL VOLUMES		N	E	C	W	N	E	C	W	N	E	C	W	N	E	C	W	W
APPROACH VOLUMES		15,930	83,848	5,715	0	4,380	15,314	36,548	0	0	11,877	11,877	0	0	29,376	33,339	37,880	0
TOTAL VOLUMES		15,930	83,848	5,715	0	4,380	15,314	36,548	0	0	11,877	11,877	0	0	29,376	33,339	37,880	0
PEAK HOUR FACTOR		0.550	0.734	0.625	0.000	0.667	0.628	0.462	0.000	0.619	0.355	0.441	0.000	0.679	0.517	0.544	0.000	0.000
PEAK HOUR VOLUME		8,761	61,515	3,559	0	2,917	9,952	21,382	0	0	7,286	7,286	0	0	19,866	23,421	23,240	0

PM	NORTH BOUND					SOUTHBOUND					EAST BOUND					WEST BOUND					TOTAL
	LA	MT	NR	ML	SL	TH	SA	SU	EL	ET	EA	EW	EU	WT	WR	WU	WJ				
4:00 PM	14	11	4	0	0	57	19	0	17	2	0	0	0	2	0	0	0	166			
4:15 PM	18	16	0	0	0	50	21	0	13	2	0	0	0	2	0	0	177				
4:30 PM	22	64	0	0	0	56	22	0	15	1	0	0	0	2	0	0	197				
4:45 PM	14	63	0	0	0	51	21	0	11	0	0	0	0	0	0	0	167				
5:00 PM	19	70	0	0	0	67	25	0	20	3	0	0	0	4	0	0	212				
5:15 PM	7	42	0	0	0	36	36	0	14	0	0	0	0	0	0	0	208				
5:30 PM	8	63	0	0	0	52	38	0	14	3	0	0	0	0	0	0	232				
5:45 PM	14	67	0	0	0	52	25	0	25	1	0	0	0	0	0	0	215				
TOTAL VOLUMES	120	467	20	0	0	31	405	20	144	16	EM	EU	0	35	45	34	1652				
APPROACH %	10.82%	40.74%	1.82%	0.00%	0.00%	2.75%	35.85%	1.82%	12.73%	1.36%	EM	EU	0.00%	3.05%	3.96%	2.97%	14.50%				
PEAK H	14	64	0	0	0	57	22	0	17	2	0	0	0	2	0	0	197				
PEAK H RATIO	0.672	0.672	0.000	0.000	0.000	0.176	0.222	0.000	0.833	0.333	0.778	0.000	0.000	0.222	0.278	0.000	0.182				
PEAK H RATIO	0.763	0.681	0.732	0.000	0.000	0.521	0.681	0.047	0.000	0.630	0.631	0.379	0.000	0.839	0.572	0.708	0.000				

Prepared by National Data & Surveying Services
S Powell Dr & W Kanab Creek Dr
 Peak Hour Turning Movement Count

ID: 26-810050-004
 City: Kanab

Day: Wednesday
 Date: 8/2/2026

PEAK HOURS	S Powell Dr				COUNT PERIODS			
	EASTBOUND		WESTBOUND		AM		PM	
07:30 AM - 08:30 AM	NONE		NONE		7:00 AM - 09:00 AM		NONE	
05:00 PM - 06:00 PM	NONE		NONE		4:00 PM - 06:00 PM		NONE	

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
170	0	78	0	6	0	1	0
0	0	0	0	39	0	113	0
76	0	19	0	66	0	36	0
123	0	45	0	0	0	0	0
9	0	8	0	71	0	164	0

CONTROL			
4-Way Stop	TEV	503	0
	PHF	0.64	0.96

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		

S Powell Dr				COUNT PERIODS			
EASTBOUND		WESTBOUND		AM		PM	
135	0	1	17	25	PM		
0	0	0	0	0	NOON		
57	0	3	35	39	AM		



Appendix C – ITE Trip Generation Data

Land Use: 260 Recreational Homes

Description

A recreational home is either (1) a second home used by its owner periodically for recreation or (2) rented on a seasonal basis. Some sites in the database are located within a resort that contains local services and complete recreational facilities.

Additional Data

Many internal trips are made for recreational purposes within resort communities containing recreational homes.

The sites were surveyed in the 2000s and the 2010s in California, New York, and Oregon.

Source Numbers

901, 968, 1046

Recreational Homes (260)

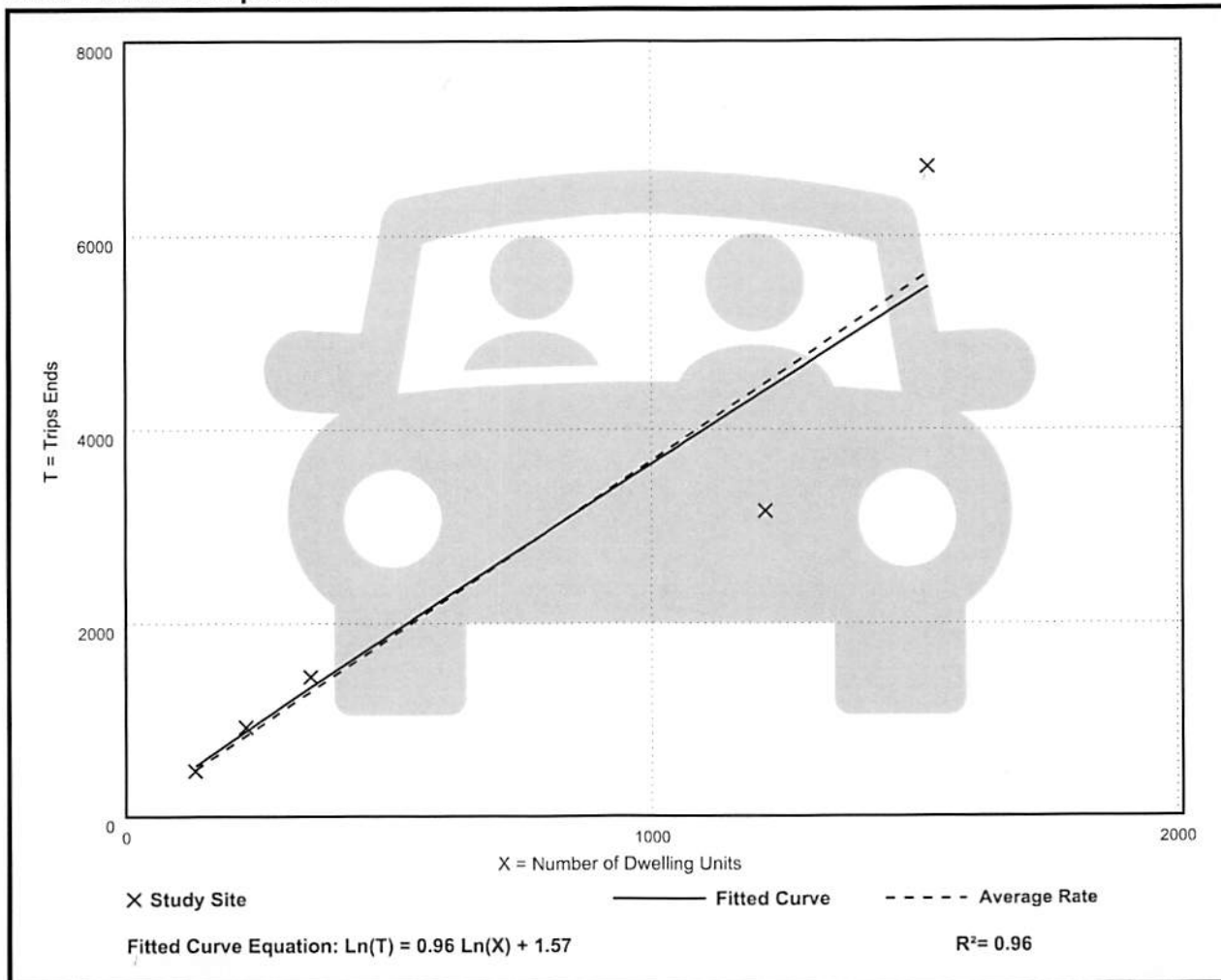
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: Rural
Number of Studies: 5
Avg. Num. of Dwelling Units: 691
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
3.68	2.60 - 4.40	0.91

Data Plot and Equation



Recreational Homes (260)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: Rural

Number of Studies: 5

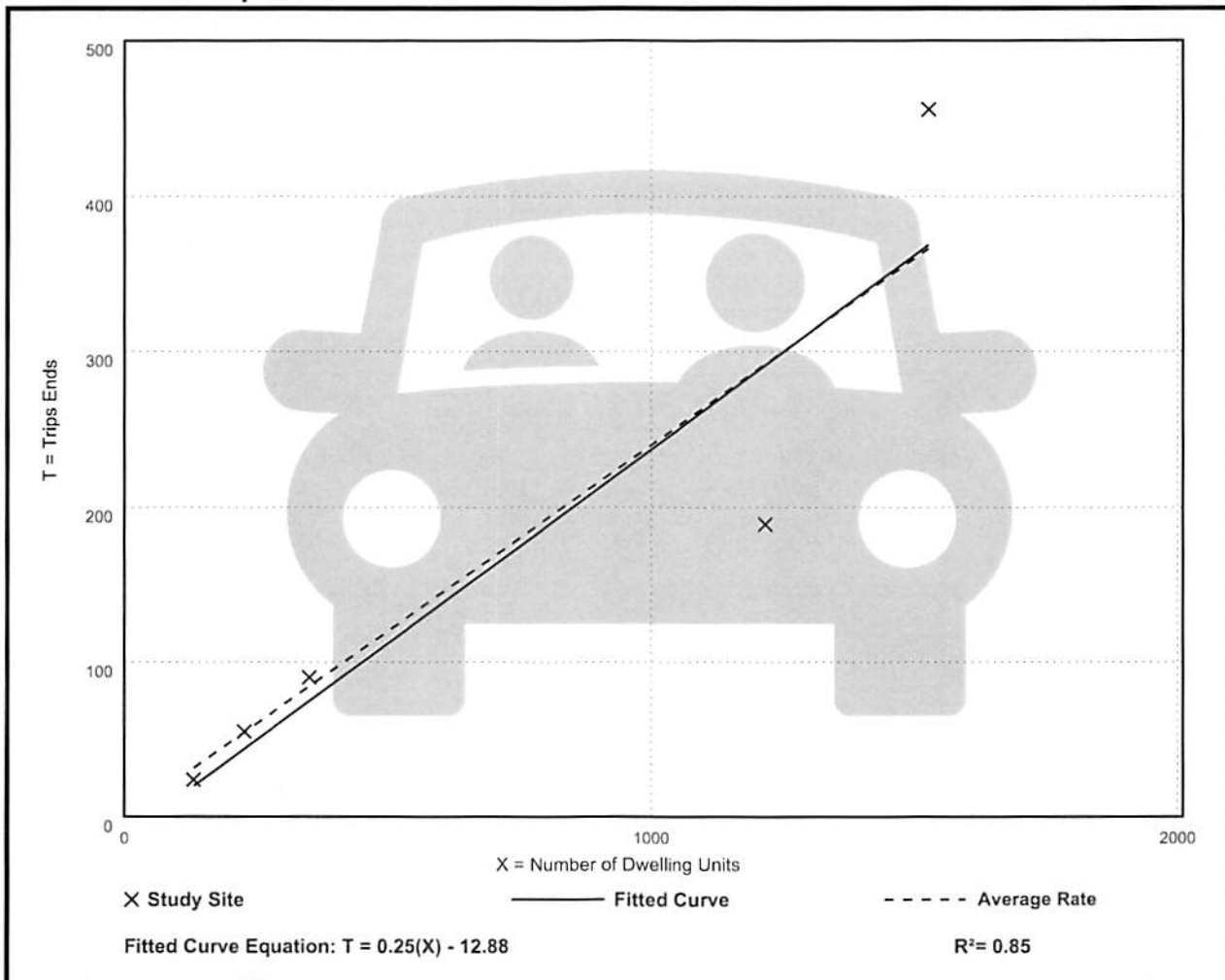
Avg. Num. of Dwelling Units: 691

Directional Distribution: 35% entering, 65% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.24	0.16 - 0.30	0.07

Data Plot and Equation



Recreational Homes (260)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: Rural

Number of Studies: 5

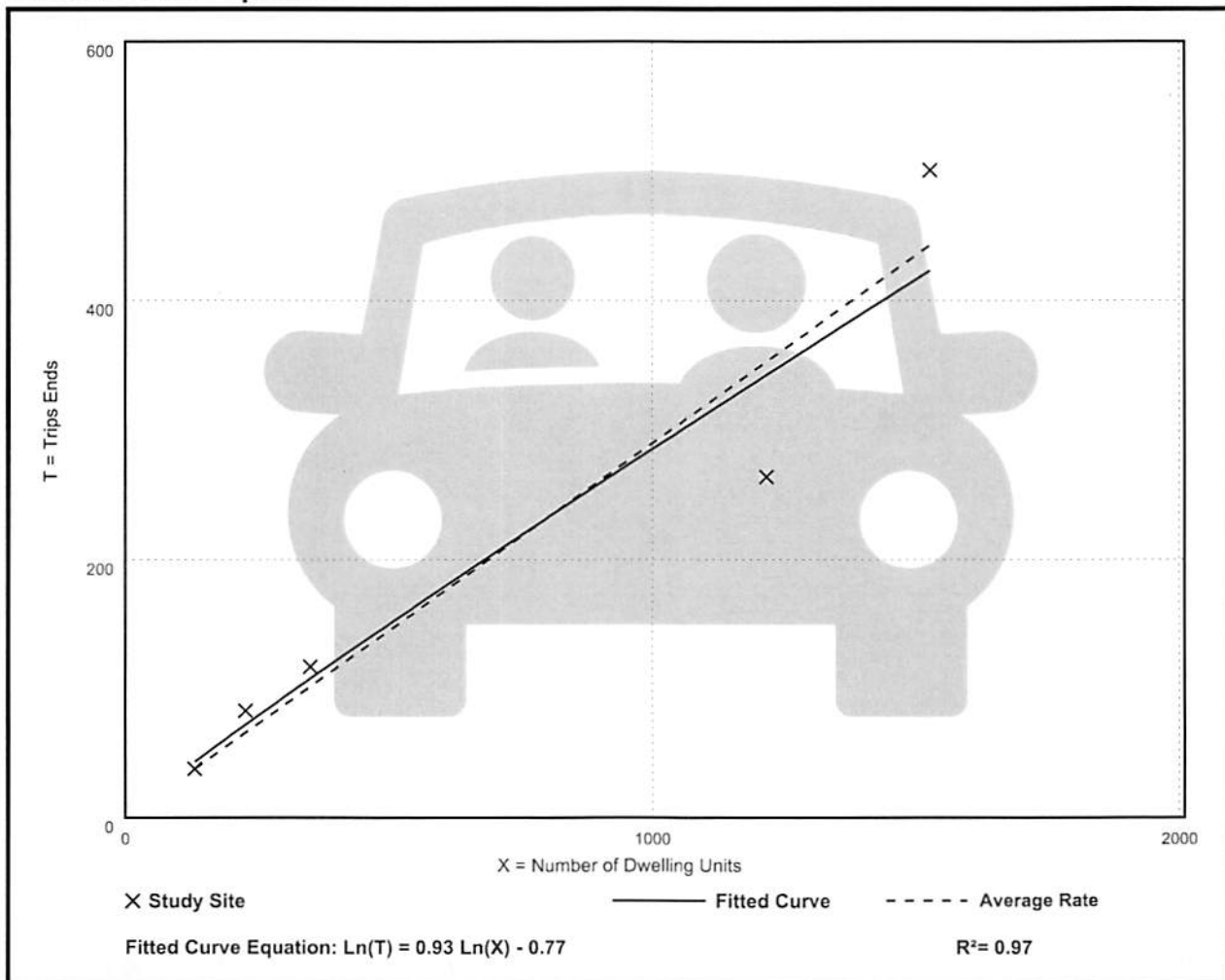
Avg. Num. of Dwelling Units: 691

Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.29	0.22 - 0.36	0.06

Data Plot and Equation



Land Use: 330 Resort Hotel

Description

A resort hotel is similar to a hotel (Land Use 310) in that it provides overnight accommodation, full-service restaurants, cocktail lounges, retail shops, and guest services, such as concierge and valet service.

The primary difference is that a resort hotel caters to the tourist and vacation industry, often providing a wide variety of recreational facilities/programs (e.g., golf courses, tennis courts, beach access, or other amenities) rather than convention and meeting business.

Additional Data

It is recognized that some resort hotels cater to convention business as well as the tourist and vacation industry. A resort hotel with convention facilities is likely to have a different level and pattern of trip generation than is presented in the data plots.

Some properties in this land use provide guest transportation services (e.g., airport shuttle, limousine service, golf course shuttle service) which may have an impact on the overall trip generation rates.

The sites were surveyed in the 1990s and the 2020s in California and Florida.

Source Numbers

436, 1204

Resort Hotel (330)

Vehicle Trip Ends vs: Rooms
On a: Weekday

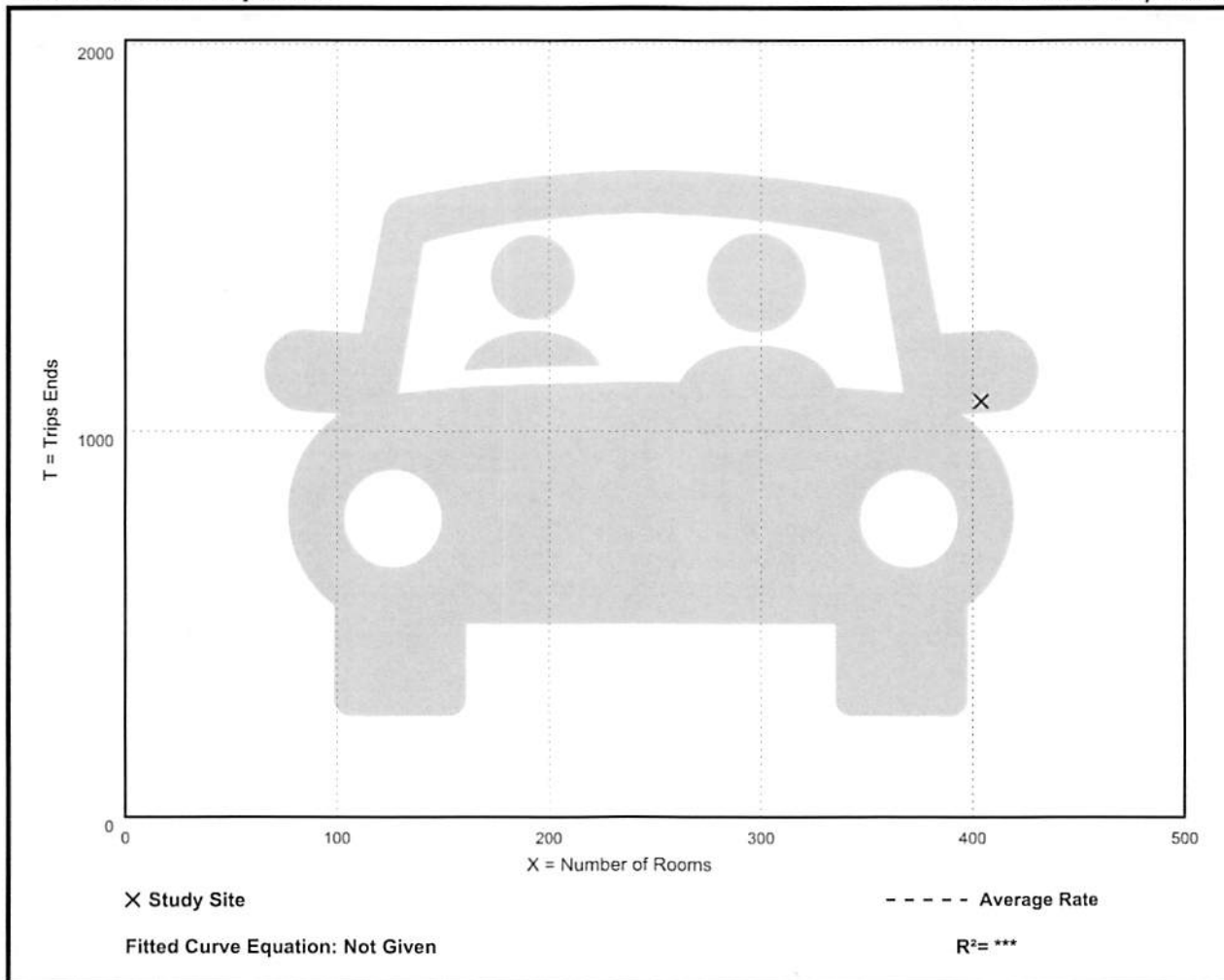
Setting/Location: General Urban/Suburban
Number of Studies: 1
Avg. Num. of Rooms: 404
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
2.67	2.67 - 2.67	***

Data Plot and Equation

Caution – Small Sample Size



Resort Hotel (330)

Vehicle Trip Ends vs: Rooms

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 3

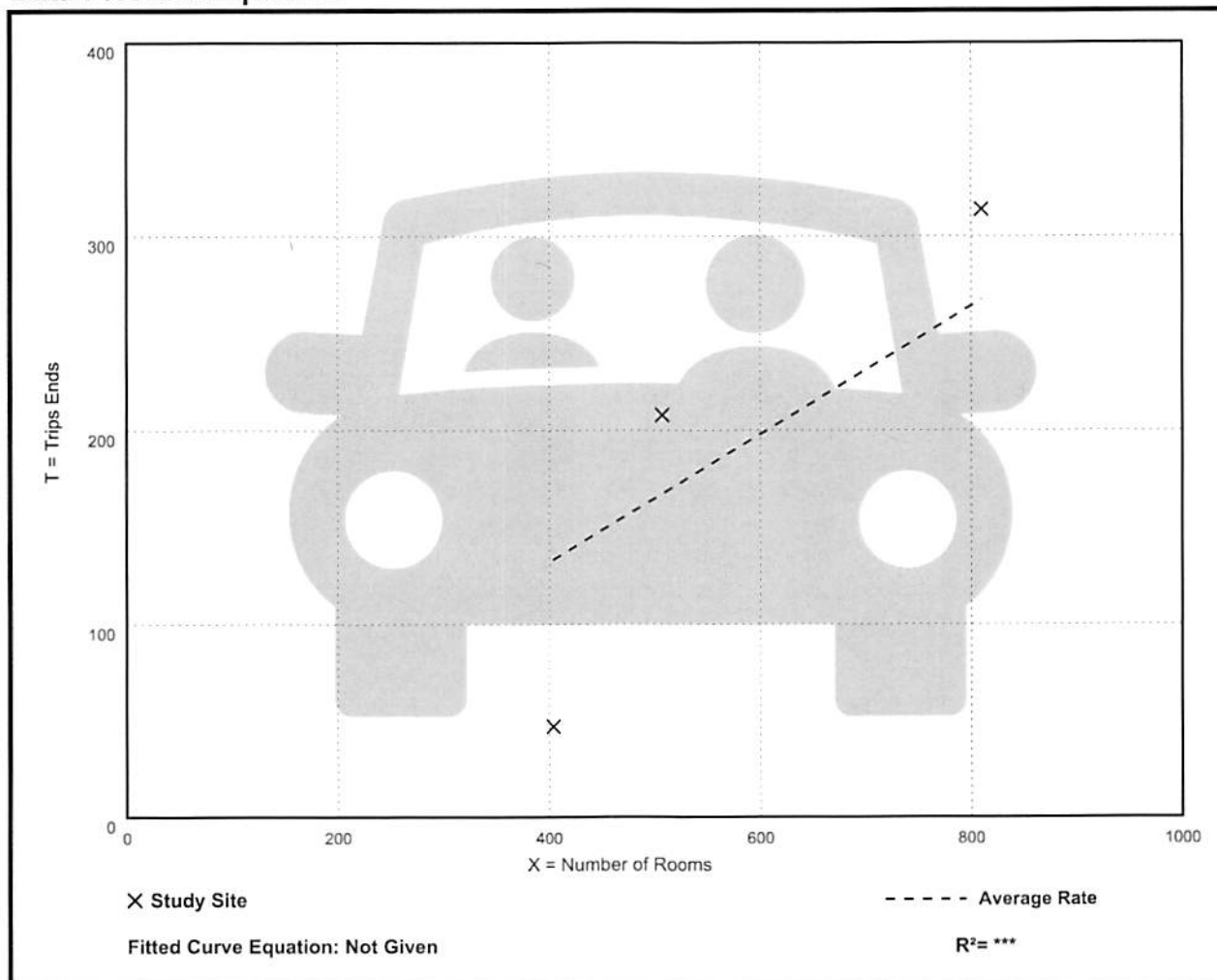
Avg. Num. of Rooms: 574

Directional Distribution: 70% entering, 30% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.33	0.12 - 0.41	0.15

Data Plot and Equation



Resort Hotel (330)

Vehicle Trip Ends vs: Rooms

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 3

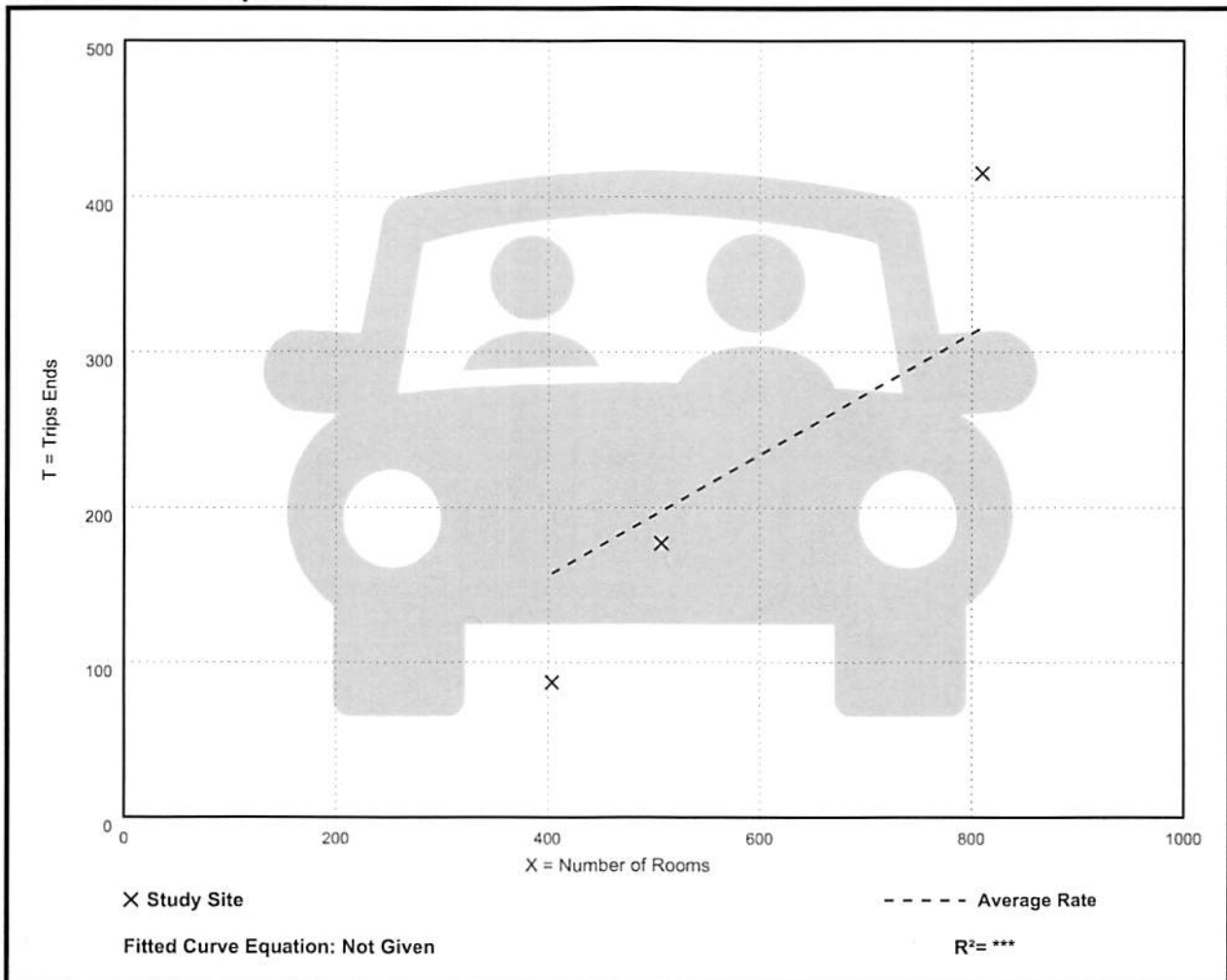
Avg. Num. of Rooms: 574

Directional Distribution: 43% entering, 57% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.39	0.22 - 0.51	0.15

Data Plot and Equation





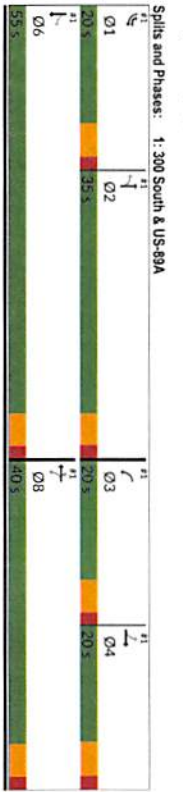
Appendix D – Capacity Analysis Output

Kane County Hotel Development TIS
2026 Existing

1: 300 South & US-89A
AM Peak Hour

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	18	65	23	125	53	125	32	189	105	89	112	22
Traffic Volume (vph)	18	65	23	125	53	125	32	189	105	89	112	22
Future Volume (vph)	18	65	23	125	53	125	32	189	105	89	112	22
Satd Flow (veh)	1736	3336	0	1736	1827	1553	1736	3291	0	1736	3384	0
RT Permit	0.800			0.374			0.653			0.473		
Satd Flow (perm)	1462	3336	0	653	1827	1553	1193	3291	0	864	3384	0
Satd Flow (ftl)	27						145			105		26
Lane Group Flow (vph)	21	103	0	145	62	145	37	353	0	103	156	0
Turn Type	Perm	NA		pm+pt	NA	pm+ov	Perm	NA		pm+pt	NA	
Protected Phases	4		4	3	8	1		2		1	6	
Permitted Phases	4			8			2			6		
Total Split (s)	20.0	20.0		20.0	40.0	20.0	35.0	35.0		20.0	55.0	
Total Lost Time (s)	5.8	5.8		5.4	5.5	5.4	5.5	5.5		5.4	5.4	
Act Effct Green (s)	6.2	6.2		19.2	19.1	31.2	38.0	38.0		50.1	50.1	
Act Effct Green (s)	0.08	0.08		0.24	0.24	0.39	0.47	0.47		0.62	0.62	
Act Effct Green (s)	0.19	0.36		0.50	0.14	0.21	0.07	0.22		0.17	0.07	
Control Delay (s/veh)	40.6	32.1		30.4	23.4	3.3	15.0	10.4		8.5	6.4	
Queue Delay (s/veh)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Queue Delay (s/veh)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay (s/veh)	40.6	32.1		30.4	23.4	3.3	15.0	10.4		8.5	6.4	
LOS	D	C		C	C	A	B	B		A	A	
Approach Delay (s/veh)												
Approach LOS												
Queue Length 50th (ft)	11	20		62	25	0	11	38		21	13	
Queue Length 50th (ft)	33	45		105	52	27	32	73		47	29	
Internal Link Dist (ft)				1741				1022			1953	
Turn Bay Length (ft)	100			100			200	100		200		
Base Capacity (vph)	261	619		374	793	836	565	1615		700	2124	
Storage Capacity Reduction	0	0		0	0	0	0	0		0	0	
Spillover Capacity Reduction	0	0		0	0	0	0	0		0	0	
Storage Capacity Reduction	0	0		0	0	0	0	0		0	0	
Reduced v/c Ratio	0.08	0.17		0.39	0.08	0.17	0.07	0.22		0.15	0.07	

Intersection Summary	
Cycle Length: 95	
Actuated Cycle Length: 80.2	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.50	
Intersection Signal Delay (s/veh): 14.7	
Intersection Capacity Utilization: 41.1%	
Analysis Period (min): 15	
Intersection LOS: B	
ICU Level of Service: A	



Kane County Hotel Development TIS
2026 Existing

2: Main Street & 300 South
AM Peak Hour

Intersection	
Intersection Delay, s/veh	9.1
Intersection LOS	A
Movement	
Lane Configurations	EBL EBT EBR WBL WBT WBR NBL NBT NBR SBL SBT SBR
Traffic Vol veh/h	24 76 19 32 49 21 15 38 29 8 36 8
Future Vol veh/h	24 76 19 32 49 21 15 38 29 8 36 8
Peak Hour Factor	0.58 0.58 0.58 0.58 0.58 0.58 0.58 0.58 0.58 0.58 0.58 0.58
Heavy Vehicles, %	2 2 2 2 2 2 2 2 2 2 2 2
Minor Flow	41 131 33 55 84 36 28 66 50 14 62 14
Number of Lanes	0 1 0 0 0 1 0 0 0 1 0 0
Approach	
Opposing Approach	WB EB
Opposing Lanes	1 1
Conflicting Approach Left	SB
Conflicting Lanes Left	1
Conflicting Approach Right	NB
Conflicting Lanes Right	1
HCM Control Delay, s/veh	9.4 9.1 8.9 8.7
HCM LOS	A A A A

Lane	NBL/UT	EBL/UT	WBL/UT	SBL/UT
Vol Left, %	18%	20%	31%	15%
Vol Thru, %	46%	64%	48%	89%
Vol Right, %	35%	16%	21%	15%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	82	119	102	52
LT Vol	15	24	32	8
Through Vol	38	76	49	36
RT Vol	29	19	21	8
Lane Flow Rate	141	205	178	90
Geometry Grp	1	1	1	1
Degree of U/I (X)	0.187	0.265	0.229	0.123
Departure Headway (Hd)	4.765	4.649	4.678	4.945
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	749	769	765	721
Service Time	2.819	2.697	2.727	3.005
HCM Lane V/C Ratio	0.188	0.267	0.23	0.125
HCM Control Delay, s/veh	8.9	9.4	9.1	8.7
HCM Lane LOS	A	A	A	A
HCM 95th-ile Q	0.7	1.1	0.9	0.4



1: 300 South & US-89A

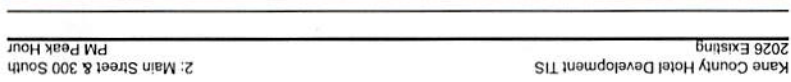
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Cycle Length: 95	
Actual Cycle Length: 81.1	
Control Type: Actuated-Uncoordinated	
Intersection LOS: B	
Intersection Capacity Utilization: 48.8%	
Analysis Period (min): 15	
ICU Level of Service: A	

Splits and Phases: 1: 300 South & US-89A



Synchrono 12 Report



2: Main Street & 300 South

Kane County Hotel Development TIS

Intersection		7.9		Intersection Delay, s/veh		Intersection LOS	
Movement							
EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT
Lane Configurations							
11	54	5	19	74	30	9	16
11	54	5	19	74	30	9	16
Future Vol. veh/h	24	23	26	23	26	23	26
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Heavy Vehicles, %							
2	2	2	2	2	2	2	2
13	62	6	22	85	34	10	18
Number of Lanes	0	1	0	1	0	0	1
Approach							
EB	WB	WB	WB	WB	NB	NB	NB
Opposing Approach							
1	1	1	1	1	1	1	1
Conflicting Approach Left							
SB	NB	NB	NB	NB	EB	EB	WB
Conflicting Lanes Left							
1	1	1	1	1	1	1	1
Conflicting Approach Right							
NB	SB	SB	SB	SB	WB	WB	EB
Conflicting Lanes Right							
1	1	1	1	1	1	1	1
Conflicting Lanes Right							
7.8	7.8	8	8	8	7.6	7.6	7.8
HCM LOS							
A	A	A	A	A	A	A	A
Lane							
NBLn1	EBLn1	WBLn1	SBLn1				
24%	16%	15%	33%				
Vol. Left, %	42%	77%	60%	32%			
Vol. Thru, %	34%	7%	24%	36%			
Vol. Right, %	36	70	123	73			
Sign Control	Stop	Stop	Stop	Stop			
Traffic Vol by Lane	16	54	74	23			
Through Vol	11	11	19	24			
LT Vol	44	80	141	84			
Lane Flow Rate	1	1	1	1			
Geometry Grp	0.053	0.097	0.165	0.101			
Degree of Util (X)	4.361	4.357	4.204	4.326			
Departure Headway (Hd)	Yes	Yes	Yes	Yes			
Cap	823	825	858	831			
Service Time	2.375	2.37	2.204	2.339			
HCM Lane LOS	7.6	7.8	8	7.8			
HCM Control Delay, s/veh	0.053	0.097	0.164	0.101			
HCM 95th-Pe Q	0.2	0.3	0.6	0.3			

09/15/2026
Avenue Consultants

Kane County Hotel Development TIS
2026 Existing

3: US-89A & Kanab Creek Drive
PM Peak Hour

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	1	2	3	1	2	3	1	2	3	1	2	3
Traffic Volume (vph)	83	10	28	23	23	17	45	244	18	16	236	122
Future Volume (vph)	83	10	28	23	23	17	45	244	18	16	236	122
Satd Flow (vph)	1719	1610	0	1719	1696	0	1719	1790	0	1719	1717	0
Pl Permitted	0.755			0.755			0.531			0.556		
Satd Flow (green)	1366	1610	0	1366	1696	0	961	1190	0	1059	1117	0
Satd Flow (RTOR)	30			18			7			51		
Lane Group Flow (vph)	90	41	0	25	43	0	49	285	0	17	390	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases	4			8			2			6		
Permitted Phases	30.0	30.0		30.0	30.0		50.0	50.0		50.0	50.0	
Total Lost Time (s)	5.6	5.6		5.6	5.6		6.5	6.5		6.5	6.5	
Adt Effd Green (s)	6.4	6.4		6.4	6.4		17.4	17.4		17.4	17.4	
Actuated G/C Ratio	0.20	0.20		0.20	0.20		0.54	0.54		0.54	0.54	
v/c Ratio	0.34	0.12		0.09	0.12		0.10	0.30		0.03	0.41	
Control Delay (s/veh)	14.7	7.0		11.1	8.6		6.9	7.4		6.3	7.7	
Queue Delay (s/veh)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay (s/veh)	14.7	7.0		11.1	8.6		6.9	7.4		6.3	7.7	
LOS	B	A		B	A		A	A		A	A	
Approach Delay (s/veh)	12.3			9.5			7.3			7.6		
Approach LOS	B			A			A			A		
Queue Length 50th (ft)	11	1		3	3		4	28		1	36	
Queue Length 95th (ft)	41	17		16	19		18	73		9	96	
Internal Link Dist (ft)	974			823			1079			1145		
Turn Bay Length (ft)	200			100			200			200		
Base Capacity (vph)	1036	1229		1036	1291		961	1790		1059	1717	
Saturation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.09	0.03		0.02	0.03		0.05	0.16		0.02	0.23	

Intersection Summary
Cycle Length: 80
Actuated Cycle Length: 32.5
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.41
Intersection Signal Delay (s/veh): 8.3
Intersection Capacity Utilization: 55.0%
Analysis Period (min): 15
ICU Level of Service: A

Splits and Phases: 3: US-89A & Kanab Creek Drive



Kane County Hotel Development TIS
2026 Existing

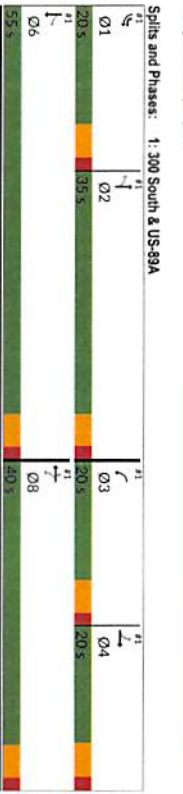
4: Powell Drive & Kanab Creek Drive
PM Peak Hour

Intersection	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Intersection Delay, s/veh	7.9											
Intersection LOS	A											
Lane Configurations	1	2	3	1	2	3	1	2	3	1	2	3
Traffic Vol, veh/h	19	45	8	66	39	6	1	17	25	1	61	38
Future Vol, veh/h	19	45	8	66	39	6	1	17	25	1	61	38
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
North Flow	21	49	9	72	42	7	1	18	27	1	66	41
Number of Lanes	0	1	0	0	0	1	0	0	1	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay, s/veh	7.9			8.2			7.4			7.8		
HCM LOS	A			A			A			A		

Lane	NBLn	EBLn	WBLn	SBLn
Vol Left, %	2%	26%	59%	1%
Vol Thru, %	40%	63%	35%	61%
Vol Right, %	58%	11%	5%	38%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	43	72	111	100
LT Vol	1	19	66	1
Through Vol	17	45	39	61
RT Vol	25	8	6	38
Lane Flow Rate	47	78	121	109
Geometry Grp	1	1	1	1
Degree of Utl (X)	0.054	0.095	0.149	0.127
Departure Headway (Hd)	4.164	4.392	4.458	4.216
Convergence, Y/N	Yes	Yes	Yes	Yes
Gap	862	818	810	853
Service Time	2.178	2.407	2.458	2.227
HCM Lane V/C Ratio	0.055	0.095	0.149	0.128
HCM Control Delay, s/veh	7.4	7.9	8.2	7.8
HCM Lane LOS	A	A	A	A
HCM 95th-ile Q	0.2	0.3	0.5	0.4

Line Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	1	1	1	1	1	1	1	1	1	1	1	1
Traffic Volume (vph)	20	71	25	136	58	136	35	216	114	97	122	24
Future Volume (vph)	20	71	25	136	58	136	35	216	114	97	122	24
Sat'd Flow (vph)	1736	3336	0	1736	1827	1553	1736	3291	0	1736	3384	0
Fr. Permitted	0.769			0.367			0.644			0.459		
Sat'd Flow (perm)	1405	3336	0	670	1827	1553	1177	3291	0	837	3384	0
Sat'd Flow (TOR)	29			158			106			28		
Lane Group Flow (vph)	23	112	0	158	67	158	41	384	0	113	170	0
Turn Type	Perm	NA		pm+pt	NA	pm+ov	Perm	NA		pm+pt	NA	
Protected Phases	4			3	8	1		2		1	6	
Permitted Phases	4			8		2		6				
Total Split (s)	20.0	20.0		20.0	40.0	20.0	35.0	35.0		20.0	55.0	
Total Lost Time (s)	5.8	5.8		5.4	5.5	5.4	5.5	5.5		5.4	5.4	
Act Effct Green (s)	6.4	6.4		19.9	19.8	32.1	37.8	37.8		50.1	50.1	
Actuated g/C Ratio	0.08	0.08		0.25	0.24	0.40	0.47	0.47		0.62	0.62	
v/c Ratio	0.21	0.39		0.53	0.15	0.22	0.07	0.24		0.19	0.08	
Control Delay (s/veh)	41.5	32.4		30.9	23.2	3.1	15.8	11.2		8.9	6.6	
Queue Delay (s/veh)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Total Delay (s/veh)	41.5	32.4		30.9	23.2	3.1	15.8	11.2		8.9	6.6	
LOS	D	C		C	C	A	B	B		A	A	
Approach Delay (s/veh)		34.0			18.1			11.7			7.5	
Approach LOS		C			B			B			A	
Queue Length 50th (ft)	12	22		68	27	0	12	44		24	15	
Queue Length 95th (ft)	35	47		113	55	28	35	84		53	32	
Internal Link Dist (ft)		553			1741			1022			1953	
Turn Bay Length (ft)	100			100		200	100			200		
Base Capacity (vph)	249	615		375	787	849	549	1593		682	2106	
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	
Softback Cap Reductn	0	0		0	0	0	0	0		0	0	
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	
Reduced v/c Ratio	0.09	0.18		0.42	0.09	0.19	0.07	0.24		0.17	0.08	

Intersection Summary												
Cycle Length: 95												
Activated Cycle Length: 80.9												
Control Type: Actuated-Uncoordinated												
Maximum v/c Ratio: 0.53												
Intersection Signal Delay (s/veh): 15.2												
Intersection Capacity Utilization: 42.9%												
Analysis Period (min): 15												



Intersection												
Intersection Delay: s/veh												
Intersection LOS												
A												
Movement												
Lane Configurations	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Traffic Vol. veh/h	26	82	21	35	53	23	16	41	31	9	39	9
Future Vol. veh/h	26	82	21	35	53	23	16	41	31	9	39	9
Peak Hour Factor	0.58	0.58	0.58	0.58	0.58	0.58	0.58	0.58	0.58	0.58	0.58	0.58
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Minor Flow	45	141	36	60	91	40	20	71	53	16	67	16
Number of Lanes	0	1	0	0	0	1	0	0	1	0	1	0
Approach												
Opposing Approach	WB			EB			NB			SB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay, s/veh	9.7			9.4			9.2			8.9		
HCM LOS	A			A			A			A		

Line												
Vol Left, %	18%	20%	32%	16%								
Vol Thru, %	47%	64%	48%	68%								
Vol Right, %	35%	16%	21%	16%								
Sign Control	Stop	Stop	Stop	Stop								
Traffic Vol by Lane	88	129	111	57								
LT Vol	16	26	35	9								
Thru Vol	41	82	53	39								
RT Vol	31	21	23	9								
Lane Flow Rate	152	222	191	98								
Geometry Gp												
Degree of U/I (X)	0.205	0.292	0.253	0.138								
Departure Headway (Hd)	4.863	4.724	4.758	5.048								
Convergence, Y/N	Yes	Yes	Yes	Yes								
Cap	733	756	750	705								
Service Time												
HCM Lane V/C Ratio	2.932	2.785	2.82	3.122								
HCM Control Delay, s/veh	9.2	9.7	9.4	8.9								
HCM Lane LOS	A	A	A	A								
HCM 95th-ile Q	0.8	1.2	1	0.5								

Kane County Hotel Development TIS
2030 Background

3: US-89A & Kanab Creek Drive
AM Peak Hour

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	1	2	3	4	5	6	7	8	9	10	11	12
Traffic Volume (vph)	180	26	53	21	33	33	28	201	16	9	181	115
Future Volume (vph)	180	26	53	21	33	33	28	201	16	9	181	115
Satd Flow (vph)	1719	1627	0	1719	1674	0	1719	1790	0	1719	1705	0
Flt Permitted	0.694			0.682			0.462			0.567		
Satd Flow (perm)	1296	1627	0	1234	1674	0	836	1790	0	1026	1705	0
Satd Flow (RTOR)	78			49			8			63		
Lane Group Flow (vph)	265	116	0	31	98	0	41	320	0	13	435	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases	4			8			2			6		
Permitted Phases	4			8			2			6		
Total Split (s)	30.0	30.0		30.0	30.0		50.0	50.0		50.0	50.0	
Total Lost Time (s)	5.6	5.6		5.6	5.6		6.5	6.5		6.5	6.5	
Act Effct Green (s)	12.8	12.8		12.8	12.8		15.4	15.4		15.4	15.4	
Actuated Q/C Ratio	0.31	0.31		0.31	0.31		0.37	0.37		0.37	0.37	
v/c Ratio	0.68	0.21		0.08	0.18		0.13	0.47		0.03	0.64	
Control Delay (s/veh)	22.7	6.4		11.6	7.6		10.8	12.9		9.7	14.6	
Queue Delay (s/veh)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay (s/veh)	22.7	6.4		11.6	7.6		10.8	12.9		9.7	14.6	
LOS	C	A		B	A		B	B		A	B	
Approach Delay (s/veh)	12.8			8.5			12.7			14.5		
Approach LOS	B			A			B			B		
Queue Length 50th (ft)	49	6		5	7		6	50		2	63	
Queue Length 95th (ft)	97	23		16	25		19	94		9	115	
Internal Link Dist (ft)	974			623			1079			1145		
Turn Bay Length (ft)	200			100			200			200		
Base Capacity (vph)	795	1059		781	1078		781	1673		959	1597	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.33	0.11		0.04	0.09		0.05	0.19		0.01	0.27	

09/15/2026
Avenue Consultants
Synchro 12 Report

Kane County Hotel Development TIS
2030 Background

4: Powell Drive & Kanab Creek Drive
AM Peak Hour

Intersection	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Intersection Delay, s/veh	11											
Intersection LOS	B											
Lane Configurations	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Traffic Vol with	82	134	10	39	123	1	3	38	42	2	13	59
Future Vol with	82	134	10	39	123	1	3	38	42	2	13	59
Peak Hour Factor	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68	0.68
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Minor Flow	121	197	15	57	181	1	4	56	62	3	19	87
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			NB			SB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay, s/veh	12.3			10.8			9.5			9.2		
HCM LOS	B			B			A			A		

09/15/2026
Avenue Consultants
Synchro 12 Report

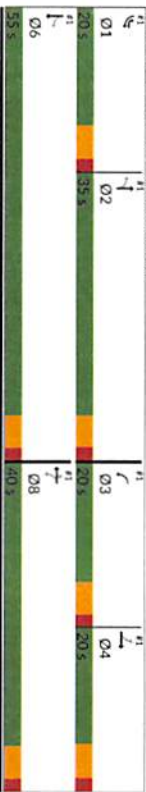
Kane County Hotel Development TIS
2030 Background

1: 300 South & US-89A
PM Peak Hour

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	1	2	3	4	5	6	7	8	9	10	11	12
Traffic Volume (vph)	26	61	47	166	75	227	42	183	152	212	212	21
Future Volume (vph)	26	61	47	166	75	227	42	183	152	212	212	21
Satd Flow (prot)	1719	3211	0	1719	1810	1538	1719	3204	0	1719	3393	0
Flt Permitted	0.704			0.375			0.588			0.454		
Satd Flow (perm)	1274	3211	0	679	1810	1538	1064	3204	0	822	3393	0
Satd Flow (RTOR)				52			249			167		
Lane Group Flow (vph)	29	119	0	182	82	249	46	368	0	233	265	0
Turn Type	Perm	NA	NA	pm+pt	NA	pm+ov	Perm	NA	NA	pm+pt	NA	NA
Protected Phases	4	4	3	8	3	1	2	2	1	6	6	6
Permitted Phases	4	4	3	8	3	1	2	2	1	6	6	6
Total Spilt (s)	20.0	20.0	20.0	40.0	20.0	20.0	35.0	35.0	20.0	55.0	55.0	55.0
Total Lost Time (s)	5.8	5.8	5.4	5.4	5.5	5.4	5.5	5.5	5.4	5.4	5.4	5.4
Act Effct Green (s)	6.4	6.4	23.3	23.2	38.6	34.3	34.3	48.7	49.7	48.7	49.7	48.7
Actuated C Ratio	0.08	0.08	0.28	0.28	0.46	0.41	0.41	0.59	0.59	0.59	0.59	0.59
Actuated C Ratio	0.30	0.41	0.56	0.16	0.30	0.31	0.26	0.39	0.13	0.39	0.13	0.13
Control Delay (s/veh)	45.7	26.9	31.1	23.3	2.4	19.3	10.5	11.0	7.9	11.0	7.9	7.9
Queue Delay (s/veh)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	45.7	26.9	31.1	23.3	2.4	19.3	10.5	11.0	7.9	11.0	7.9	7.9
LOS	D	C	C	C	C	A	B	B	A	B	A	A
Approach Delay (s/veh)	30.6	15.9	15.9	15.9	15.9	15.9	15.9	15.9	15.9	15.9	15.9	15.9
Approach LOS	C	C	C	C	C	A	B	B	A	B	A	A
Queue Length 50th (ft)	15	18	80	34	0	15	35	55	28	55	28	28
Queue Length 95th (ft)	41	47	137	68	33	46	80	110	54	110	54	54
Internal Link Dist (ft)	553	1741	1741	1741	1741	1741	1022	1022	1022	1022	1022	1022
Turn Bay Length (ft)	100	100	100	200	100	100	200	200	200	200	200	200
Base Capacity (vph)	216	588	370	746	915	435	1409	644	2018	644	2018	2018
Station Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.13	0.20	0.49	0.11	0.27	0.11	0.26	0.36	0.13	0.36	0.13	0.13

Cycle Length: 95	Actuated Cycle Length: 83.8
Control Type: Actuated-Uncoordinated	Maximum v/c Ratio: 0.56
Intersection Signal Delay (s/veh): 14.0	Intersection LOS: B
Intersection Capacity Utilization 51.2%	ICU Level of Service: A
Analysis Period (min): 15	

Splits and Phases: 1: 300 South & US-89A



Kane County Hotel Development TIS
2030 Background

2: Main Street & 300 South
PM Peak Hour

Intersection	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Intersection Delay, s/veh	8											
Intersection LOS	A											
Lane Configurations	1	2	3	4	5	6	7	8	9	10	11	12
Traffic Vol veh/h	12	59	5	21	80	33	10	17	14	26	25	28
Future Vol veh/h	12	59	5	21	80	33	10	17	14	26	25	28
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Minor Flow	14	68	6	24	92	38	11	20	16	30	29	32
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Approach	EB	WB	WB	EB	SB	SB	EB	WB	WB	EB	SB	SB
Opposing Approach	WB	EB	EB	WB	SB	SB	WB	WB	EB	EB	SB	SB
Conflicting Lanes	1	1	1	1	1	1	1	1	1	1	1	1
Conflicting Approach Left	SB	WB	WB	EB	SB	SB	WB	WB	EB	EB	SB	SB
Conflicting Lanes Left	1	1	1	1	1	1	1	1	1	1	1	1
Conflicting Approach Right	WB	EB	EB	WB	SB	SB	WB	WB	EB	EB	SB	SB
Conflicting Lanes Right	1	1	1	1	1	1	1	1	1	1	1	1
HCM Control Delay, s/veh	7.9	8.2	8.2	7.7	7.9	7.9	7.7	7.9	7.9	7.7	7.9	7.9
HCM LOS	A	A	A	A	A	A	A	A	A	A	A	A

Lane	NBL	EBL	WBL	NBL	EBL	WBL	NBL	EBL	WBL	NBL	EBL	WBL
Vol Left, %	24%	16%	16%	33%								
Vol Thru, %	41%	78%	60%	32%								
Vol Right, %	34%	7%	25%	35%								
Sign Control	Stop	Stop	Stop	Stop								
Traffic Vol by Lane	41	76	134	79								
LT Vol	10	12	21	26								
Through Vol	17	59	80	25								
RT Vol	14	5	33	26								
Lane Flow Rate	47	87	154	91								
Geometry Grp	1	1	1	1								
Degree of U/I (X)	0.058	0.107	0.181	0.11								
Departure Headway, (ft/s)	4.417	4.402	4.227	4.377								
Convergence, Y/N	Yes	Yes	Yes	Yes								
Gap	812	817	852	821								
Service Time	2.436	2.416	2.24	2.394								
HCM Lane V/C Ratio	0.058	0.106	0.181	0.111								
HCM Control Delay, s/veh	7.7	7.9	8.2	7.9								
HCM Lane LOS	A	A	A	A								
HCM 95th-ile Q	0.2	0.4	0.7	0.4								

**Kane County Hotel Development TIS
2030 Background**

3: US-89A & Kanab Creek Drive
PM Peak Hour

Line Group	EBL	EBT	EBR	WBL	WBT	WBH	NBL	NBT	NBR	SBL	SBT	SBR
Line Configurations	1	1		1	1		1	1		1	1	
Tratic Volume (ypr)	90	11	30	25	25	18	49	265	20	17	256	132
Future Volume (ypr)	90	11	30	25	25	18	49	265	20	17	256	132
Satd Flow (ypr)	1719	1610	0	1719	1694	0	1719	1790	0	1719	1717	0
Fit Permitted	0.726			0.728			0.516			0.572		
Satd Flow (ypr)	1314	1610	0	1317	1694	0	994	1790	0	1005	1717	0
Satd Flow (RTOR)		33			20			8		51		
Turn Type	Perm	NA	45	0	27	47	0	53	310	0	18	421
Queue Flow (ypr)	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			2			6	
Permitted Phases	4											
Total Spht (s)	30.0	30.0		30.0	30.0		50.0	50.0		50.0	50.0	
Total Lost Time (s)	5.6	5.6		5.6	5.6		6.5	6.5		6.5	6.5	
Act Elct Green (s)	6.6	6.6		6.6	6.6		17.8	17.8		17.8	17.8	
Actuald G/C Ratio	0.20	0.20		0.20	0.20		0.54	0.54		0.54	0.54	
v/c Ratio	0.37	0.13		0.10	0.13		0.11	0.32		0.03	0.44	
Control Delay (s/vh)	16.0	7.3		12.0	9.0		6.9	7.6		6.3	8.1	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay (s/vh)	16.0	7.3		12.0	9.0		6.9	7.6		6.3	8.1	
LCS	B	A		B	A		A	A		A	A	
Approach Delay (s/vh)		13.3			10.1			7.5			8.0	
Approach LOS		B			B			A			A	
Queue Length 50th (ft)	13	1		3	3		5	32		2	42	
Queue Length 95th (ft)	49	19		19	23		20	84		9	112	
Internal Link Dist (ft)												
Turn Bay Length (ft)	200	974		100	823		1079			200	1145	
Base Capacity (vph)	960	1209		962	1269		934	1790		1035	1717	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.10	0.04		0.03	0.04		0.06	0.17		0.02	0.25	

Intersection Summary

**Kane County Hotel Development TIS
2030 Background**

4: Powell Drive & Kanab Creek Drive
PM Peak Hour

Intersection														
Intersection Delay, s/veh														
Intersection LOS														
A														
Movement														
Lane Configurations														
EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR			
21	49	9	72	42	7	1	18	27	1	66	41			
21	49	9	72	42	7	1	18	27	1	66	41			
0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92			
2	2	2	2	2	2	2	2	2	2	2	2			
2	2	2	2	2	2	2	2	2	2	2	2			
23	53	10	78	46	8	1	20	29	1	72	45			
0	1	0	0	0	1	0	1	0	0	1	0			
Number of Lanes														
Opposing Approach														
WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB			
1	1	1	1	1	1	1	1	1	1	1	1			
Conflicting Approach Left														
SB	SB	NB	NB	NB	EB	EB	WB	WB	WB	WB	WB			
1	1	1	1	1	1	1	1	1	1	1	1			
Conflicting Lanes Left														
NB	NB	SB	SB	WB	WB	EB	EB	EB	EB	EB	EB			
1	1	1	1	1	1	1	1	1	1	1	1			
Conflicting Approach Right														
1	1	1	1	1	1	1	1	1	1	1	1			
Conflicting Lanes Right														
8	8	8	8	8	8	8	8	8	8	8	8			
HCM Control Delay, s/veh														
A	A	A	A	A	A	A	A	A	A	A	A			
HCM LOS														
A	A	A	A	A	A	A	A	A	A	A	A			
Lane														
NBL:LT EBL:LT WBL:LT SBL:LT														
Vol Left, %	2%	27%	60%	1%										
Vol Thru, %	39%	62%	35%	61%										
Vol Right, %	59%	11%	6%	38%										
Sign Control														
Stop Stop Stop Stop														
Traffic Vol by Lane														
LT Vol	1	21	72	1										
Thru Vol	18	49	42	66										
RT Vol	27	9	7	41										
Lane Flow Rate	50	86	132	117										
Geometry Grp														
Degree of Util (M)	0.059	0.106	0.164	0.139										
Departure Headway (Hs)	4.217	4.434	4.481	4.265										
Convergence, Y/N														
Cap	Yes	Yes	Yes	Yes										
Service Time	2.236	2.453	2.499	2.281										
HCM Lane V/C Ratio	0.059	0.106	0.165	0.139										
HCM Control Delay, s/veh	7.5	8	8	8										
HCM Lane LOS	A	A	A	A										
HCM 95th-ile Q	0.2	0.4	0.6	0.5										

Kane County Hotel Development TIS 2030 Build



Intersection Delay, s/veh 9.5

Intersection LOS A

Lane Configurations

Traffic Volume (vph)

Future Volume (vph)

Satd Flow (vph)

Fi Permitted

Satd Flow (pm)

Perm

Turn Type

Protected Phases

Permitted Phases

Total Split (s)

Total Lost Time (s)

Act Effct Green (s)

Actuated g/C Ratio

v/c Ratio

Control Delay (s/veh)

Queue Delay

Total Delay (s/veh)

LOS

Approach Delay (s/veh)

Approach LOS

Queue Length 50th (ft)

Queue Length 95th (ft)

Internal Link Dist (ft)

Turn Bay Length (ft)

Base Capacity (vph)

Storage Cap Reductn

Reduced v/c Ratio

Intersection Summary

Cycle Length: 95

Activated Cycle Length: 80.9

Control Type: Actuated-Uncoordinated

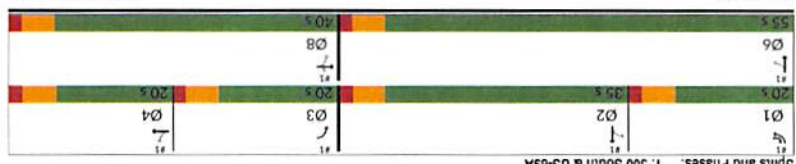
Maximum v/c Ratio: 0.53

Intersection Signal Delay (s/veh): 15.2

Intersection Capacity Utilization 42.9%

ICU Level of Service A

Analysis Period (min): 15



Splits and Phases: 1: 300 South & US-89A

09/15/2026

Avenue Consultants

Synchro 12 Report

Kane County Hotel Development TIS 2030 Build



Intersection Delay, s/veh 9.5

Intersection LOS A

Lane Configurations

Traffic Vol. veh/h

Future Vol. veh/h

Peak Hour Factor

Heavy Vehicles, %

Minor Flow

Number of Lanes

Approach

Opposing Approach

Conflicting Lanes

Conflicting Approach Left

Conflicting Lanes Left

Conflicting Approach Right

Conflicting Lanes Right

HCM Control Delay, s/veh

HCM LOS

Lane

Vol Left, %

Vol Thru, %

Vol Right, %

Sign Control

Traffic Vol by Lane

LT Vol

Through Vol

RT Vol

Lane Flow Rate

Geometry Grp

Degree of Util (X)

Departure Headway (Hd)

Convergence, Y/N

Cap

Service Time

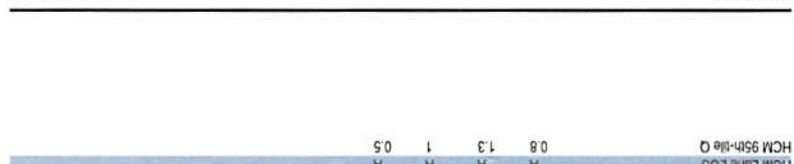
HCM Lane V/C Ratio

HCM Control Delay, s/veh

HCM LOS

HCM 95th-ile Q

09/15/2026



Synchro 12 Report

Avenue Consultants

**Kane County Hotel Development TIS
2030 Build**

3: US-89A & Kanab Creek Drive
AM Peak Hour

Line Group	EBL	EBT	EER	WBL	WBT	WBH	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	Traffic Volume (vph)	182	26	56	21	33	33	33	201	16	9	181
	Future Volume (vph)	182	26	56	21	33	33	33	201	16	9	181
	Satd. Flow (vph)	1719	1623	0	1719	1674	0	1719	1730	0	1719	1703
	Ft Permitted	0.694			0.680			0.453		0.567		
	Satd. Flow (geom)	1256	1623	0	1230	1674	0	820	1790	0	1026	1703
	Satd. Flow (RTOR)	82			49			8			65	
	Lane Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA
	Lane Group Flow (vph)	268	120	0	31	98	0	49	320	0	13	440
	Protected Phases	Perm	NA		Perm	NA		Perm	NA		Perm	NA
	Permitted Phases	4			8			2			6	
Protected Phases	Total Sppt (s)	30.0	30.0		30.0	30.0		50.0	50.0		50.0	50.0
	Total Lost Time (s)	5.6	5.6		5.6	5.6		6.5	6.5		6.5	6.5
	Act Effct Green (s)	13.1	13.1		13.1	13.1		15.5	15.5		15.5	15.5
	Activated Q/C Ratio	0.32	0.32		0.32	0.32		0.37	0.37		0.37	0.37
	v/c Ratio	0.68	0.21		0.08	0.18		0.16	0.47		0.03	0.65
	Control Delay (s/vch)	22.8	6.3		11.6	7.5		11.3	13.0		9.8	14.9
	Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0
	Total Delay (s/vch)	22.8	6.3		11.6	7.5		11.3	13.0		9.8	14.9
	LOS	C	A		B	A		B	B		A	B
	Approach Delay (s/vch)	17.7			8.5			12.8			14.7	
Approach LOS	Queue Length 50th (ft)	50	6		5	7		7	51		2	64
	Queue Length 95th (ft)	98	23		17	25		22	96		9	117
	Internal Link Dist. (ft)											
	Turn Bay Length (ft)	200			100			200			200	
	Base Capacity (vph)	788	1049		772	1068		762	1665		954	1588
	Slipstream Cap. Reduction	0	0		0	0		0	0		0	0
	Storage Cap. Reduction	0	0		0	0		0	0		0	0
	Storage v/c Reduction	0.34	0		0.04	0.09		0.06	0.19		0.01	0.28
	Reduced v/c Ratio	0.34	0.11		0.04	0.09		0.06	0.19		0.01	0.28
	Interpretation Summary											

Kane County Hotel Development TIS
2030 Build

4: Powell Drive & Kanab Creek Drive
AM Peak Hour

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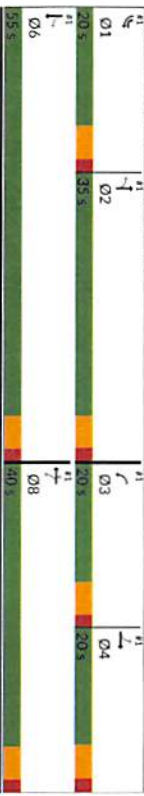
Kane County Hotel Development TIS
2030 Build

1: 300 South & US-89A
PM Peak Hour

Line Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	1	1	1	1	1	1	1	1	1	1	1	1
Future Volume (vph)	27	62	47	166	76	227	42	187	192	212	223	22
Future Volume (vph)	27	62	47	166	76	227	42	187	192	212	223	22
Future Volume (vph)	1719	3215	0	1719	1810	1538	1719	3208	0	1719	3393	0
PM Permitted	0.702			0.317			0.565			0.451		
Satd Flow (permi)	1270	3215	0	652	1810	1538	1650	3208	0	816	3393	0
Satd Flow (RTOR)	52			249			167			16		
Lane Group Flow (vph)	30	120	0	182	84	219	46	372	0	233	269	0
Turn Type	Perm	NA	pm+pt	NA	pm+pt	Perm	NA	pm+pt	NA	pm+pt	NA	6
Protected Phases	4	3	8	1	2	6						
Permitted Phases	4	3	8	1	2	6						
Total Satd (s)	20.0	20.0	20.0	40.0	20.0	35.0	35.0	20.0	55.0	5.4	5.4	5.4
Total Lost Time (s)	5.8	5.8	5.4	5.4	5.4	5.4	5.4	5.4	5.4	5.4	5.4	5.4
Act Elctd Green (s)	6.5	6.5	23.4	23.3	38.7	34.3	34.3	49.7	49.7	49.7	49.7	49.7
Act Elctd Green (s)	0.08	0.08	0.28	0.28	0.46	0.41	0.41	0.59	0.59	0.59	0.59	0.59
Act Elctd Green (s)	0.31	0.41	0.56	0.17	0.30	0.11	0.26	0.39	0.13	0.13	0.13	0.13
Control Delay (s/veh)	45.8	26.9	31.1	23.3	2.4	19.4	10.6	11.0	7.9	0.0	0.0	0.0
Queue Delay (s/veh)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	45.8	26.9	31.1	23.3	2.4	19.4	10.6	11.0	7.9	0.0	0.0	0.0
LOS	D	C	C	C	A	B	B	B	A	A	A	A
Approach Delay (s/veh)	30.7			15.9			11.6			9.4		
Approach LOS	C			B			B			A		
Queue Length 50th (ft)	16	18	80	35	0	15	35	55	28	5	28	5
Queue Length 95th (ft)	45	47	137	70	33	48	81	111	55	11	55	11
Internal Lnk LOS (ft)	553			1741			1022			1853		
Turn Bay Length (ft)	100			100			100			200		
Base Capacity (vph)	215	588	370	745	915	433	1410	641	2017	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.14	0.20	0.49	0.11	0.27	0.11	0.26	0.36	0.13	0.0	0.13	0.0

Cycle Length: 95	
Activated Cycle Length: 83.9	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.56	
Intersection Signal Delay (s/veh): 14.1	Intersection LOS: B
Intersection Capacity Utilization: 51.3%	ICU Level of Service: A
Analysis Period (min): 15	

Splits and Phases: 1: 300 South & US-89A



Kane County Hotel Development TIS
2030 Build

2: Main Street & 300 South
PM Peak Hour

Intersection	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Intersection Delay, s/veh	8											
Intersection LOS	A											
Lane Configurations	13	61	5	21	82	33	10	17	14	26	25	29
Future Vol. veh/h	13	61	5	21	82	33	10	17	14	26	25	29
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
North Flow	15	70	6	24	94	38	11	20	16	30	29	33
Number of Lanes	0	1	0	0	1	0	0	1	0	1	0	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay, s/veh	8			8.2			7.7			8		
HCM LOS	A			A			A			A		

Line	NBL	EBL	WBL	NBL	EBL	WBL	NBL	EBL	WBL	NBL	EBL	WBL
Vol Left, %	24%	16%	15%	33%								
Vol Thru, %	41%	77%	60%	31%								
Vol Right, %	34%	6%	24%	36%								
Sign Control	Stop	Stop	Stop	Stop								
Traffic Vol by Lane	41	79	136	80								
LT Vol	10	13	21	26								
Thru Vol	17	61	82	25								
RT Vol	14	5	33	29								
Lane Flow Rate	47	91	156	92								
Geometry Grp	1	1	1	1								
Degree of Utl (X)	0.058	0.111	0.184	0.112								
Departure Headway (Hd)	4.432	4.409	4.234	4.385								
Convergence, Y/N	Yes	Yes	Yes	Yes								
Cap	810	815	849	819								
Service Time	2.451	2.428	2.249	2.402								
HCM Lane V/C Ratio	0.058	0.112	0.184	0.112								
HCM Control Delay, s/veh	7.7	8	8.2	8								
HCM Lane LOS	A	A	A	A								
HCM 95th-ile Q	0.2	0.4	0.7	0.4								

Kane County Hotel Development TIS
2030 Build

3: US-89A & Kanab Creek Drive
PM Peak Hour

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	1	1	1	1	1	1	1	1	1	1	1	1
Traffic Volume (vph)	94	11	35	25	25	18	53	265	20	17	256	135
Future Volume (vph)	94	11	35	25	25	18	53	265	20	17	256	135
Satd Flow (prot)	1719	1603	0	1719	1694	0	1719	1790	0	1719	1715	0
Fr Permited	0.726			0.724			0.515			0.572		
Satd Flow (perm)	1314	1603	0	1310	1694	0	932	1790	0	1035	1715	0
Satd Flow (RTOR)												
Lane Group Flow (vph)	102	50	0	27	47	0	58	310	0	18	425	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases	4			8			2			6		
Permitted Phases	4			8			2			6		
Total Spd (s)	30.0	30.0		30.0	30.0		50.0	50.0		50.0	50.0	
Total Lost Time (s)	5.6	5.6		5.6	5.6		6.5	6.5		6.5	6.5	
Act Effct Green (s)	6.7	6.7		6.7	6.7		17.7	17.7		17.7	17.7	
Actuated v/c Ratio	0.20	0.20		0.20	0.20		0.53	0.53		0.53	0.53	
v/c Ratio	0.38	0.14		0.10	0.13		0.12	0.32		0.03	0.45	
Control Delay (s/veh)	16.2	7.1		12.0	9.0		7.1	7.7		6.4	8.3	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay (s/veh)	16.2	7.1		12.0	9.0		7.1	7.7		6.4	8.3	
LOS	B	A		B	A		A	A		A	A	
Approach Delay (s/veh)												
Approach LOS												
Queue Length 50th (ft)	14	2		3	3		6	32		2	42	
Queue Length 95th (ft)	51	20		19	23		22	85		10	115	
Internal Link LOS (ft)												
Turn Bay Length (ft)	200			100			200			200		
Base Capacity (vph)	982	1208		979	1272		932	1790		1035	1715	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillover Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.10	0.04		0.03	0.04		0.06	0.17		0.02	0.25	

Intersection Summary

Cycle Length: 80	
Actuated Cycle Length: 33.1	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.45	
Intersection Signal Delay (s/veh): 8.8	Intersection LOS: A
Intersection Capacity Utilization: 57.4%	ICU Level of Service: B
Analysis Period (min): 15	

Splits and Phases: 3: US-89A & Kanab Creek Drive



Kane County Hotel Development TIS
2030 Build

4: Powell Drive & Kanab Creek Drive
PM Peak Hour

Intersection	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Intersection Delay, s/veh	8.1											
Intersection LOS	A											
Lane Configurations	1	1	1	1	1	1	1	1	1	1	1	1
Traffic Vol veh/h	21	49	9	79	42	7	1	22	35	1	69	41
Future Vol veh/h	21	49	9	79	42	7	1	22	35	1	69	41
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Minor Flow	23	53	10	89	46	8	1	24	38	1	79	45
Number of Lanes	0	1	0	0	0	1	0	0	1	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay, s/veh	8			8.5			7.6			8.1		
HCM LOS	A			A			A			A		

Lane	NBL+T	EBL+T	WBL+T	SBL+T
Vol Left, %	2%	27%	62%	1%
Vol Thru, %	38%	62%	33%	62%
Vol Right, %	60%	11%	5%	37%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	58	79	128	111
LT Vol	1	21	79	1
Thru Vol	22	49	42	69
RT Vol	35	9	7	41
Lane Flow Rate	63	86	139	121
Geometry Grp	1	1	1	1
Degree of Utl (X)	0.074	0.107	0.175	0.144
Departure Headway (Hd)	4.233	4.482	4.527	4.307
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	847	801	794	834
Service Time	2.253	2.503	2.545	2.325
HCM Lane V/C Ratio	0.074	0.107	0.175	0.145
HCM Control Delay, s/veh	7.6	8	8.5	8.1
HCM Lane LOS	A	A	A	A
HCM 95thile Q	0.2	0.4	0.6	0.5



KANE COUNTY LAND USE AUTHORITY
Shannon McBride
LAND USE AUTHORITY
ADMINISTRATOR

Staff Report

DATE: January 20, 2026

To: Planning Commission
From: Shannon McBride, Land Use Administrator
Subject: Project # 26008: Zone Change Application, AG to C-2, Ordinance O-2026-04
Parcels 4-7-2-1 consisting of 645.20 acres and 4-7-3-1A consisting of 280 acres

HEARING NOTIFICATION:

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

REQUEST:

On January 20, 2026, Greory Wyatt and Jenne Peterson and Christopher Eberz, submitted a zone change application for parcels 4-7-2-1 and 4-7-3-1A, in the southwest corner near the Arizona border in the unincorporated area of Kane County, Utah, requesting to rezone from AG to Commercial 2. The intended use is to develop the property with 60 discreet units, (35-single room units, 1 retreat center, and 25 multi-room units spread out on a minimum of 15 acres each), restaurant, gym and spa, trail improvements to improve access for bikes.

LEGAL DESCRIPTION:

Parcel Number 4-7-3-1A

Tax District 06 - COUNTY OUTSIDE

Acres 280.00

Situs Address

Legal THE W/2SE/4; THE SE/4SE/4; & THE SW/4 OF SEC 3 T44S R7W SLB&M. CONT 280.0 AC, M/L.
RESERVING UNTO GRANTOR A R/W FOR A ROAD EASEMENT.

Parcel Number 4-7-2-1

Tax District 06 - COUNTY OUTSIDE

Acres 645.20

Situs Address

76 North Main Street | Kanab, Utah 84741 | p: (435) 644-4966 | www.kane.utah.gov
Shannon McBride | Land Use Administrator | e-mail: smcbride@kane.utah.gov

FACTS & FINDINGS:

Parcel Characteristics

- Parcels 4-7-2-1 and 4-7-3-1A meet the minimum acreage required to be zoned C-2. The parcel is currently zoned AG.
- The owner requests the lot be zoned C-2 which requires a zone change.
- Surrounding parcels are zoned AG, BLM and Kanab ANNEX.
- All property owners within 500 ft. of this lot have been mailed a public notice.
- The parcels would gain access from the County RD 1090 and KCR 975.
- **AG 9-5A-1: PURPOSE:**
To preserve appropriate areas for permanent and temporary agricultural and open space areas as defined herein. Uses normally and necessarily related to agriculture are permitted as set forth in the use matrix below and uses adverse to the continuance of agricultural activity are discouraged in general and specifically prohibited only as set forth herein. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

Campground, glamp-ground, up to 7 sites for lots of 10 acres or more.

C

-

- **C-2 9-7C-2: USE REGULATIONS:**
- A. Permitted Uses: The following uses are permitted in the C-2 zone:
 - Any permitted use listed in the L-C and C-1 zones.
 - Accessory uses and buildings, customarily incidental and subordinate to an approved permitted use.
 - Auditoriums, conference rooms, museums, theaters, libraries and community social centers.
 - Car wash (large).
 - Freight or trucking yard or terminal.
 - Heli pad commercial.
 - Propane storage tanks.
 - Repairing, renovating, painting and cleaning of goods, merchandise and equipment.
 - Retail and/or wholesale sale and/or rental of goods, merchandise and equipment, which may include storage and display outside an enclosed building.
- B. Conditional Uses: The following uses are subject to the conditional use approval process outlined in chapter 15 of this title.
 - Accessory uses and buildings, customarily incidental and subordinate to an approved conditional use.
 - ATV's/UTV's rentals.
 - Dams and Reservoirs.

- Hospital.
- Hotel or motel.
- Motor vehicle, trailer, camper and recreational vehicle sales agency.
- Recreational Vehicle Parks.
- Storage units.
- Solar Power panels producing over 25 KW.
- Substation.
- C. Any combination of the above uses which meets all other provisions of this title.
- D. Other: Any use not named which may be considered harmonious with the zone and current allowed uses can be considered for proposed inclusion into the chapter by the Kane County Planning Commission in a public hearing and approval of the County Commission. (Ord. O-2022-42, 7-26-2022)
- **Kane County General Plan, Preamble:** Given these basic premises, the Kane County Commission will use this Plan to guide land use decisions for the county. Where decisions regarding property rights versus property values are being made, deference shall be given to property rights. This Plan will ensure that present and future residents and visitors to Kane County will be housed under safe, sanitary, and attractive conditions. Land uses in the unincorporated county will reflect the intent of the Commission to expect intensive, urban-scale uses and to provide self-supported basic services without county financial support.
- **Kane County General Plan, Pg. 6 Land Use Goals** Unincorporated land uses will remain at densities which can be adequately serviced and which retain the qualities of a rural, open setting with uses not typically found in a town or city. Residential Land Uses Goal #1: To provide for residential areas that support and complement the unique rural quality and character of Kane County. Objective: Minimum allowable densities in unincorporated zoning districts will be determined by the land use ordinance.
- If the zone change is approved the uses contained in the C-2 uses table will be allowed.

CONCLUSION:

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

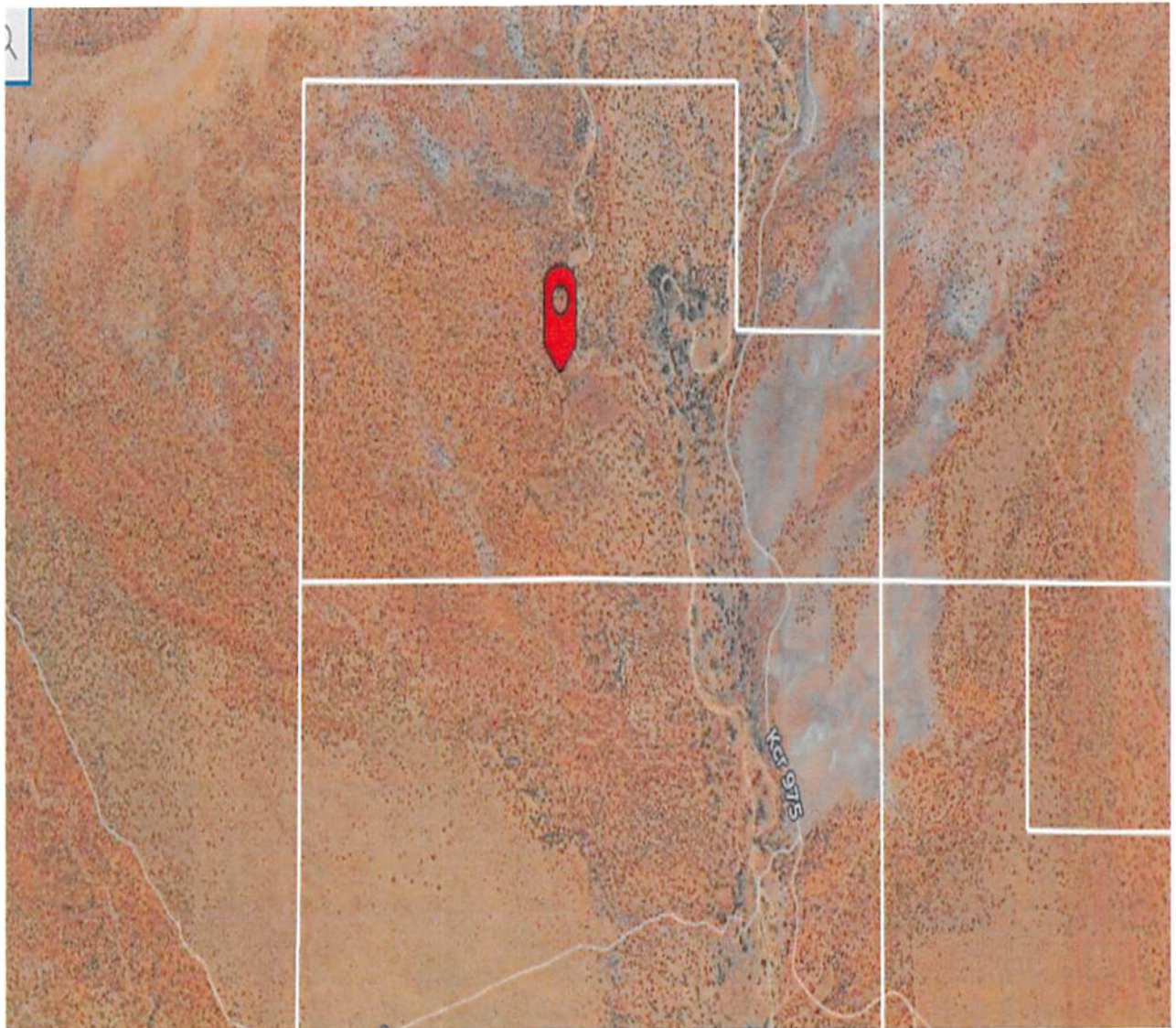
1. Alignment with the Kane County General Plan and its provisions for recreational use.
2. The applicant's property rights and the potential impact on neighboring properties.
3. Compatibility with surrounding zoning designation.
4. Adherence to the purpose and allowed uses of the C-2.

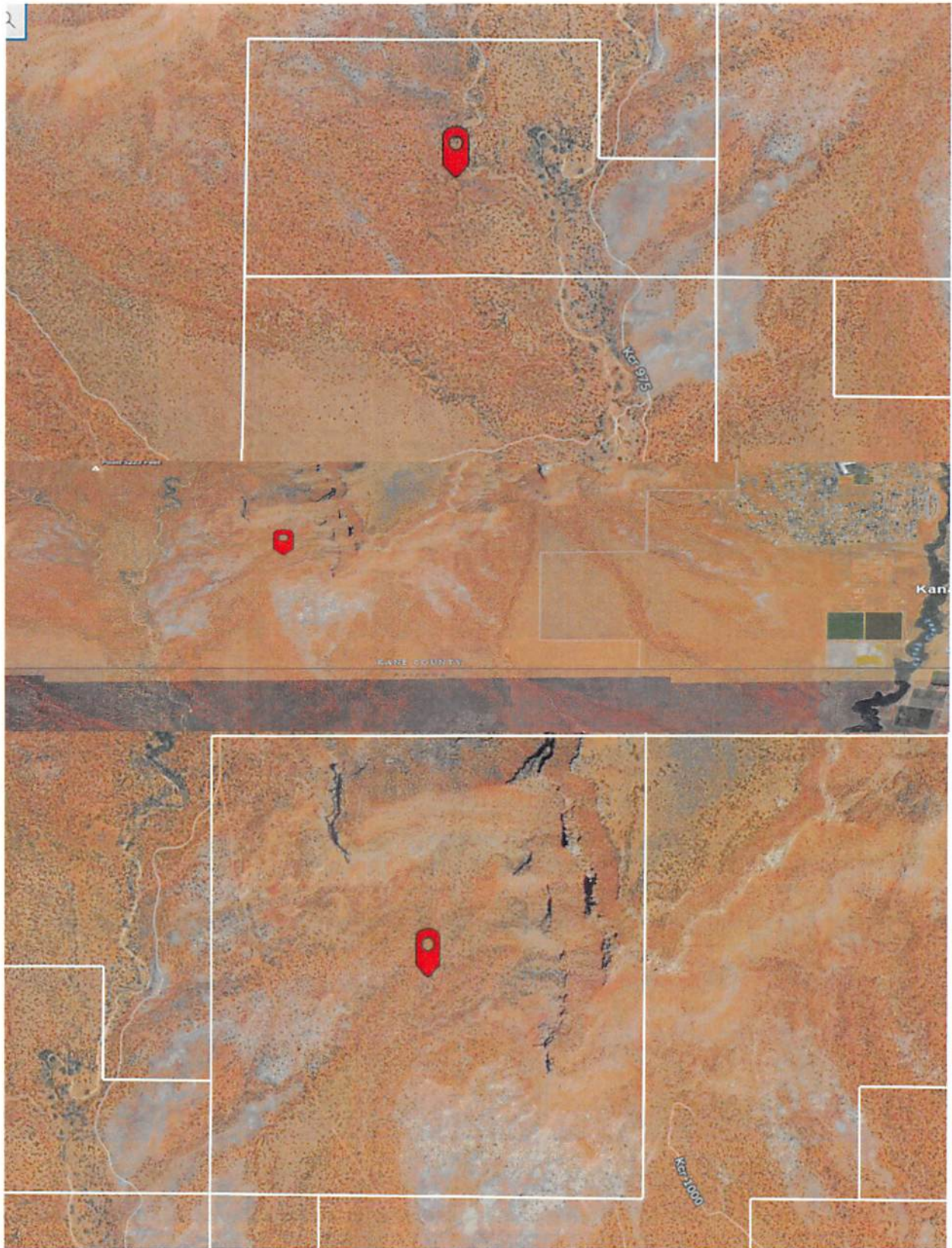
Given these considerations, a recommendation should balance Kane County's best interests, future planning objectives, and private property rights. If the zone change amendment is adopted, C-2 zoning regulations will apply as outlined in the Kane County Land Use Ordinance as stated above.

LEGAL CONTEXT

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

MOTION: I move to recommend approving/denying the zone change for parcels 4-7-2-1 and 4-7-3-1A from AG to C-2 & Ordinance O-2026-04 to the County Commission based on the facts and findings as documented in the staff





76 North Main Street | Kanab, Utah 84741 | p: (435) 644-4966 | www.kane.utah.gov
Shannon McBride | Land Use Administrator | e-mail: smcbride@kane.utah.gov

WHEN RECORDED RETURN TO:

Zach Harding
Fier Law Group, LLC
1148 W. Legacy Crossing Blvd., Suite 350
Centerville, Utah 84014

**DEVELOPMENT AGREEMENT
FOR
OLD FORT RANCH**
A Planned Unit Development

This DEVELOPMENT AGREEMENT FOR OLD FORT RANCH (this "Agreement") is entered into on this _____ day of _____, 2026 (the "Effective Date"), by Whales Tail Villas LLC ("Developer"), and Kane County, a political subdivision of the State of Utah (the "County"). Together, County and Developer are the "Parties" to this Agreement, and individually each is a "Party" hereto.

RECITALS

A. Developer is in the process of acquiring certain property located in Kane County, Utah, legally described on the attached and incorporated Exhibit A (the "Property"), known by the following Kane County Tax ID numbers: 4-7-2-1 and 4-7-3-1A.

B. The Property is currently zoned Agricultural ("Ag"). Developer, upon its acquisition of the Property, intends to develop a hotel and resort project on the Property, consisting of a hotel/resort with associated amenities, residential units, accessory uses, employee housing, and common areas (the "Project"), which shall be known as "Old Fort Ranch," as generally depicted on the indicative commercial development area (the "Commercial Development Area") attached hereto as Exhibit B. The location of the hotel development in this exhibit is for illustrative purposes only; the final layout shall be determined through the PUD application process described in Section 6 of this Agreement.

C. The Property will remain zoned Agricultural. Pursuant to Utah Code § 17-79-508(2)(a)(iii), this Agreement authorizes specific uses on the Property that the Agricultural zoning designation would not otherwise permit. Because this Agreement authorizes such uses, the legislative body is approving this Agreement in accordance with the procedures for enacting a land use regulation under Utah Code § 17-79-502, including review and recommendation from the Planning Commission and a public hearing.

D. This Agreement is provided in connection with Section 9-20-3 of the Land Use Ordinance of Kane County, Utah (the "Code"), which contemplates development agreements in connection with planned unit developments.

E. Pursuant to its authority under Utah Code Title 17, Chapter 79, the County, in the exercise of its legislative discretion, has determined that entering into this Agreement furthers the purposes of the County Land Use, Development, and Management Act, the County's General Plan, and the Code.

AGREEMENT

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

1. Interpretation

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

1.2 Whenever in this Agreement:

- (a) there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;
- (b) 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
- (c) wherever there appears a reference to a consent, approval, notice, request, demand, response, or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

2. Authorized Uses

Notwithstanding the Agricultural zoning designation of the Property, the following uses are authorized on the Property pursuant to this Agreement, in accordance with how such uses are authorized in C2 zones. All uses not expressly authorized below are prohibited. This is not a blanket commercial rezone; the use authorization is limited exclusively to the specific uses listed in this Section 2. Each use must still follow the designation and process (either permitted or conditional) in accordance with a C2 designation.

2.1 **Land Uses** within the 5-acre commercial development area to be located within the 100-acre area depicted on **Exhibit B**:

2.1a Primary Land Use

Hotel or motel, including gym and spa facilities.

2.1b **Secondary Land Uses** (accessible to non-overnight guests, subject to availability):

- (a) Restaurants (maximum of two outlets, with aggregate seating capacity designed to serve not more than all overnight guests at full occupancy of the Project);
- (b) Public park, playground, or recreation facilities; and
- (c) Parking lot for approved principal uses.

2.1c **Uses Available to Overnight Guests Only. The following uses shall be operated solely as accessory amenities of the hotel and not as separately operated businesses:**

- (a) Tour companies (without ATV/OHV rentals);
- (b) ATV/UTV rentals;
- (c) Conference rooms; and

(d) Electric vehicle charging.

2.1d Internal Hotel Uses (accessory uses and buildings, customarily incidental and subordinate to an approved use):

(a) Accessory uses and buildings customarily incidental and subordinate to an approved permitted conditional use;

(b) Public utility service and maintenance facilities; and

(c) Solar panels, limited to the consumption needs of the Property, with no exporting of power.

2.1e Uses for Employees and Overnight Guests:

Child daycare or preschool center meeting all applicable state and local regulations.

2.2 Residential Development Area Uses (within the area depicted on Exhibit C):

2.2a Detached residential units, each constituting a separate unit.

2.2b Public park, playground, or recreation facilities

2.3 Uses Subject to PUD Approval (within the areas depicted on Exhibit C). The following uses may be approved as part of the PUD application process. The approving entity's discretion to approve or deny these uses shall be exercised in accordance with applicable land use standards and shall not extend beyond the authority granted by the Code.

(a) Theaters (small outdoor theater); and

(b) Reception center and/or wedding chapel.

3. Project Development

3.1 Maximum Unit Count. The Project shall contain no more than sixty-five (65) total units, allocated as follows:

(a) Up to sixty (60) revenue generating units; and

(b) Up to five (5) units for use by owners and key staff, which shall not serve as the primary residences of any persons. These shall not be eligible for short-term rentals.

3.2 Unit Breakdown. The sixty (60) units listed in 3.1(a) shall be comprised of:

(a) Up to forty (40) hotel rooms all located within the five-acre hotel development area described in Section 2.1; and

(b) Up to twenty-five (25) "residences" each of which may, in Developer's discretion, be (i) used as short-term rentals (as defined below), or (ii) conveyed as to occupancy rights only, with ownership of the underlying land retained by Developer, its successors, or assigns; the sold "residences" may also be rented to third parties on a short-term basis by their purchasers. For purposes of this Section, a "short-term rental" means

any rental with a continuous occupancy period not exceeding thirty (30) consecutive days. The residences are planned to include units of up to six bedrooms, with one unit being significantly larger (approximately twelve bedrooms) with capacity for up to twenty-five (25) persons. The residences shall be located within the residential development area described in Section 3.4(b).

(c) The 60 units may therefore be 40 hotel rooms and 20 residences, 35 hotel rooms and 25 residences, or some other combination. However, the total 60 revenue generating units cannot be exceeded.

3.3 Building Footprint. The maximum footprint of the hotel and its associated facilities (including rooms, restaurant, pool area, spa, outdoor patios, water features, back-of-house facilities) shall not exceed five (5) contiguous acres. Improvements related to access (both for pedestrian and vehicle traffic) and parking may exceed the five-acre footprint. Exceptions to the contiguous nature of the five acres will be made for buildings that for technical or operational reasons need to be located outside of the contiguous five acres (for example a guard-house that needs to be located near an entrance to the property), while keeping the total footprint within five acres. The final location of the building footprint and its associated facilities shall depend primarily on engineering studies and architectural design; an indicative location is provided in Exhibit B.

3.4 Authorized Development Areas. As depicted on the map attached as Exhibit C:

(a) The Property shall remain zoned Agricultural; provided, however, that the Agricultural zone restrictions shall not limit, restrict, or impair any use, density, or development activity authorized by this Agreement. To the extent of any conflict between the Agricultural zone and this Agreement, this Agreement shall control. All areas of the Property not designated as an authorized development area on Exhibit C shall remain subject to the use restrictions and development standards of the Agricultural zone.

(b) The Property is divided into two authorized development areas for purposes of this Agreement. Approximately five (5) acres (being the same five-acre footprint described in Section 3.3) shall be authorized for the commercial uses set forth in Section 2.1. The precise location of the five-acre commercial area within the designated approximately one-hundred (100) acre area depicted on Exhibit B is at the Developer's discretion and will be finalized at the time of the PUD application. All of the area in Exhibit C shall be authorized for the residential uses set forth in Section 2.2.

3.5 Conservation Easement; Deed Restriction. Upon recording of this Agreement pursuant to Section 10.8, the obligation set forth in this Section 3.5 shall constitute a deed restriction encumbering the Property and running with the land, enforceable by the County against Developer and all successors, assigns, and future owners of the Property. Within one hundred eighty (180) days after issuance of a certificate of occupancy for the sixty-fifth (65th) unit within the Project, Developer shall record a conservation easement encumbering all undeveloped areas of the Property in favor of a qualified holder (as

defined by Utah Code § 57-18-2) selected by Developer with the County's reasonable approval. The conservation easement shall prohibit further development of the encumbered areas beyond what is authorized in this Agreement, and shall be in a form reasonably acceptable to the County and the qualified holder.

3.6 Private Roads.

3.6a County releases and covenants not to assert, in court or otherwise, any claim that any road, trail, route, way, or other public right-of-way or public access right exists on or across the Property, whether by dedication, prescriptive use, or otherwise, including the routes identified as KCR 975, 982, 998, 1000, 1090, and 1095, and agrees to sign a recordable disclaimer if the Developer asks for one.

3.6b All roads within the boundaries of the Project shall be private and not dedicated to the County or to public use. Roads shall be owned, operated, and maintained by the owner of the Property.

3.7 Road Width Exceptions. Subject to review by the County Engineer and the Fire Commissioner for compliance with the standards set forth in this Agreement and the fire code, the following exceptions to county construction and design standards for road widths are authorized within the Project:

(a) Road width may be reduced to twenty-foot (20') traveled width for two-way roads and twelve-foot (12') width for one-way roads, provided that any road located within the distance of a fire hydrant specified by the applicable fire code, and any road serving a building more than thirty feet (30') in height, shall have a traveled width of not less than twenty-six feet (26') where the applicable fire code so requires;

(b) Right-of-ways, easements, and other related widths (both those within the Project and those leading to the Project) may be reduced to thirty-three feet (33') in width to accommodate a more rural character and lighter development impact. Any roads within Kanab City will need to be worked out separately with Kanab City; and

All other design standards must be met.

3.8 Phasing. The Project may be developed in one or more phases, with one or more units developed as part of a specific phase. Phasing shall depend on market conditions, infrastructure planning, and other factors. Planning for each phase will include planning for infrastructure and improvements to be installed with each phase. Developer anticipates that the hotel will be developed as part of the first development phase. Phasing shall be at the sole discretion of Developer. Developer may temporarily suspend development of one or more phases upon written notice to the County if market conditions, financing, or other factors make continued development commercially impractical. Such suspension shall not constitute a default under this Agreement, and the time periods in Section 6.7 shall be tolled during any period of suspension.

3.9 Infrastructure. Developer shall provide reasonable verification of adequate water supply, sanitary sewer capacity, storm drainage, and fire protection prior to the issuance of building permits for each phase. The County shall not require Developer to construct or fund infrastructure capacity in excess of what is needed to serve the Project

unless the County reimburses Developer for the incremental cost through impact fee credits, reimbursement agreements, or other mechanisms. No third party shall be permitted to connect to infrastructure constructed by Developer without Developer's written consent and reimbursement for the capacity consumed.

4. Reversion

4.1 Failure to Proceed. If the Developer fails to submit a PUD application to the County within five (5) years of the Effective Date, the County may provide written notice to Developer stating that the five-year period has elapsed. Developer shall then have one hundred eighty (180) days from receipt of such notice to submit a PUD application. If Developer fails to submit a PUD application within that one-hundred-eighty-day cure period, the authorized uses under this Agreement shall terminate and the Property shall revert to standard Agricultural zoning restrictions. The five-year period shall be tolled during any period in which Developer is prevented from submitting, or the County is prevented from accepting or processing, a PUD application due to force majeure, government moratorium, or delay caused by the County.

4.2 Transfer of Property. Prior to the issuance of a certificate of occupancy for any building within the Project, Developer may transfer all or substantially all of the Property to any third party; provided, however, that the County may elect to terminate this Agreement within forty-five (45) days of written notice of the proposed transfer if the County, in its discretion, determines that the transferee lacks the qualifications to carry out the obligations of this Agreement. The County's termination right is limited to this Agreement and shall not prevent, restrict, or delay the property transfer itself. However, the property would be resold in Agriculture zoning with any PUD approval withdrawn and this Development Agreement terminated if the transfer is done without the consent of the County.

After the issuance of a certificate of occupancy for the proposed Hotel, Developer may transfer all or substantially all of the Property to any third party, provided that sixty days notice is given to the County before any transfer of property. Any transferee shall assume in writing all obligations of this Agreement. A default by any transferee or successor developer shall not be attributed to Developer or to any other transferee, and shall not affect the rights of Developer or any other transferee under this Agreement. Similarly, a default by Developer shall not be attributed to any transferee.

5. Public Access

5.1 Trail Access to BLM Land. Developer shall build and maintain trails for non-motorized forms of transportation (such as pedestrian, horse, bicycles, and e-bikes) to cross the Property to access Bureau of Land Management ("BLM") land north and west of the Property. Where reasonably possible, Developer will design the trails so that they do not require crossing private property that Developer does not own. Where this cannot reasonably be achieved, Developer will make reasonable efforts to facilitate transit across private properties. However, Developer shall not be obligated to buy easements or litigate in pursuit of these trails, and shall not be in default hereunder if a private property owner fails to cooperate in providing trail access. The trails shall accommodate a minimum of thirty (30) persons daily, though Developer may limit daily access to that number to

maintain the undisturbed character of the Property and surrounding area. Potential routings are included as Exhibit E. However, the location of the trail may be changed from time to time at the reasonable discretion of Developer taking into account such factors as feasibility, safety, and privacy of Developer's customers. Alternative future routings must provide substantially equivalent access to the BLM land as the routing suggested in Exhibit E. For clarity, a slight increase in route length to avoid a unit built on the property would be a reasonable route modification acceptable under this agreement. However, a re-routing through very rough terrain that required scrambling over rocks would not be considered to provide substantially equivalent access. The on-property trails must be substantially complete before the first certificate of occupancy is issued on the Property.

5.2 Permissive Use. Public trail use under this section is permissive and by license only, and cannot ripen into a dedication or prescriptive right.

5.3 Terms of Public Trail Use. Public access to the trails is subject to the following conditions:

- (a) Developer may erect signs that warn Users that access to the trails is at their own risk, and that Developer is not liable for any injury, loss, or damage arising from public use of the trails, except to the extent caused by Developer's malicious or willful misconduct;
- (b) Developer may require Users to stay on designated routes on the Property and adhere to leave-no-trace principles. Violations may result in removal of the individual;
- (c) Developer may require Users to reasonably minimize disruption while on the Property, including limiting noise to conversational levels;
- (d) Developer may take reasonable measures to prevent the creation of a prescriptive easement, including charging a nominal fee of one dollar;
- (e) Developer may restrict users from using the trails to reach property that such person uses for commercial purposes or for hunting on BLM land.

5.4 BLM and Fredonia Consultation. Developer shall consult with the Bureau of Land Management regarding the trail access plan, and any further restrictions required by BLM shall be incorporated into the trail use terms. Developer shall also consult with the Town of Fredonia regarding access to BLM land through the property, and reasonable concerns shall be evaluated in collaboration with the County and BLM, placing further restrictions on access if warranted.

6. Future PUD Application and Vesting

6.1 PUD Application. Developer is required to submit a PUD application for the Property consistent with the terms of this Agreement, as well as any required Conditional Use Permits, before building permits are issued. While the property will remain zoned Agricultural, a PUD application and approval is still required as part of this agreement. The County agrees that a PUD application which is consistent with this Agreement shall be entitled to approval, subject only to compliance with applicable engineering, safety, and infrastructure standards in effect at the time of the PUD application. The maximum density authorized by this Agreement (sixty-five (65) units as set forth in Section 3.1)

shall govern for purposes of any PUD application, notwithstanding any density limitation that would otherwise apply under the Agricultural zone, the General Plan, or any other provision of the Code.

6.2 Conformance Standard. A PUD application shall be deemed “consistent with this Agreement” if: (a) it does not exceed the maximum unit count established in Section 3.1; (b) it does not include uses not authorized by Section 2; (c) it complies with the standards set out in Exhibit D; (d) it follows all other relevant county and state code development requirements, including the PUD application requirements; and (e) it otherwise conforms to the material terms of this Agreement. The specific placement of the commercial development area within the designated area described in Section 3.4(b) is a matter for the PUD application and shall not constitute a basis for finding that the PUD application is inconsistent with this Agreement.

6.3 Material Term. The County’s obligation to approve a conforming PUD application is a material term of this Agreement. Failure to approve a conforming PUD application that meets the conformance standards in Section 6.2 shall constitute a breach of this Agreement, for which specific performance is an available remedy as set forth in Section 7.4.

6.4 Vested Rights. Upon execution and recording of this Agreement, the Developer’s rights to develop the Project in accordance with the terms of this Agreement are vested contractual rights. To the maximum extent permissible under the statutory and common laws of Utah and the United States and at equity, this Agreement also independently vests Developer with all rights to develop the Project consistent with Utah Code § 17-79-803(1)(a)(ii).

6.5 Limitation on PUD Conditions. In connection with any PUD application for the Project, the County may impose reasonable conditions relating to engineering, infrastructure, grading, drainage, and life-safety matters. However, the County shall not impose conditions that conflict with, diminish, or impose requirements beyond the terms of this Agreement. The County may impose conditions during the PUD process regarding architectural, landscaping, or design matters, provided that such conditions are limited to ensuring compliance with the design standards set forth in Exhibit D and do not impose requirements beyond those standards. The County shall not modify a conforming PUD application in any manner that conflicts with the material terms of this Agreement.

6.6 Pre-Approved Development Standards. The development standards set forth in this Agreement, including the road width exceptions in Section 3.7, constitute pre-approved variations from the standards of Chapter 20 of the Code for purposes of any PUD application. No additional variance application, burden of persuasion, or separate approval under Section 9-20-3(L) of the Code shall be required for any development standard expressly authorized by this Agreement.

6.7 Phased Development; Time Limitations. The County acknowledges that the Project will be developed in phases as set forth in Section 3.8. The time limitations set forth in Sections 9-20-8(G), 9-20-9(J), and 9-20-10(C) of the Code shall apply on a per-phase basis, with the time period for each phase commencing upon approval of that phase’s site plan or building permit application. The phased development schedule in this Agreement shall control over any conflicting time limitation in Chapter 20 of the Code,

and no approval for any phase shall be deemed null and void solely because construction of a subsequent phase has not yet commenced.

6.8 Minor Modifications. Non-material modifications to an approved PUD plan that do not increase the total unit count, add uses not authorized by Section 2, exceed the footprint limitations in Sections 3.3, or contradict the standards set out in Exhibit D may be approved administratively by planning staff without requiring a public hearing or action by the County Commission. Examples of non-material modifications include adjustments to building pad locations, parking configurations, landscaping plans, and internal road alignments.

6.9 Deed Restrictions. If required by the PUD approval, Developer shall submit a draft form of covenants, conditions, and restrictions with the PUD application and shall record the final CC&Rs against the Property prior to the issuance of the first building permit within the Project. The CC&Rs shall include provisions consistent with the development standards of this Agreement. No owners' association shall be required.

6.10 Estoppel Certificates. Upon twenty (20) days' written request by Developer, the County shall execute and deliver a certificate stating whether this Agreement is in full force and effect, whether Developer is in default, and such other information as Developer may reasonably request. The certificate may be relied upon by lenders, investors, and prospective purchasers of the Property or any interest therein.

6.11 County Review of Applications. The County shall review all applications submitted in connection with the Project consistent with its adopted review timelines.

7. Default and Remedies

7.1 Notice of Default. If either Party fails to perform its obligations under this Agreement, the non-defaulting Party shall provide written notice to the defaulting Party. The notice shall: (a) specify the claimed event of default; (b) identify the provisions of this Agreement claimed to be in default; (c) explain why the default is claimed to be material; and (d) optionally, propose a method and time for curing the default, which shall be no less than sixty (60) days.

7.2 Cure Period. The defaulting Party shall have sixty (60) days from receipt of the notice to cure the default. If the default cannot reasonably be cured within sixty (60) days, the cure period shall be extended so long as the defaulting Party demonstrates that it is pursuing a cure with reasonable diligence.

7.3 Dispute Resolution. Before exercising any remedy under this Agreement, the Parties shall first attempt to resolve any dispute through the following process: (a) Meet and Confer. Within fifteen (15) business days of receipt of a notice of default, the Parties shall meet in person or by video conference to discuss the dispute in good faith. (b) Mediation. If the dispute is not resolved through the meet-and-confer process within thirty (30) days, the Parties may agree to initiate non-binding mediation before a mediator mutually selected by the Parties. If both Parties agree, the costs of mediation shall be shared equally. (c) Litigation. If the dispute is not resolved through mediation within sixty (60) days of the mediator's appointment, either Party may pursue remedies as set forth in Section 7.4.

7.4 Remedies. If the default is not cured within the applicable cure period, the non-defaulting Party shall have the following remedies:

- (a) Legal remedies at law and in equity, including injunctive relief and specific performance, and monetary damages;
- (b) The right to draw on any security posted or provided in connection with the Project and relating to the particular default; and
- (c) In the case of a default by the Developer, the County's right to withhold further reviews, approvals, licenses, building permits, and other permits for the defaulting party's portion of the Project until the default is cured. In no event shall the County withhold permits for any portion of the Project owned or controlled by a party that is not in default.

8. Term

Unless terminated earlier by written amendment between the Parties, the term of this Agreement shall be until December 31, 2050, unless an extension is agreed upon by both Parties. The term shall be automatically extended for five (5) additional years if a building permit has been issued within the twenty-four (24) months preceding the expiration date. The term shall also be automatically extended for successive five-year periods so long as any unit authorized by this Agreement has been in active use or operation at any time during the five (5) years preceding the then-current expiration date. The term shall also be tolled during any period of force majeure, government moratorium, or litigation that materially prevents Developer from proceeding with development. The County shall provide written notice sixty (60) days prior to the expiration of the term. If the term expires without extension, new building permits and new occupancy approvals shall be suspended until the Parties execute a written amendment. Notwithstanding the foregoing, any use authorized by this Agreement for which a certificate of occupancy has been issued shall be deemed a lawfully established use and shall not be rendered nonconforming by expiration or termination of this Agreement.

9. Notices

All notices required or permitted under this Agreement shall be given in writing by certified mail and regular mail to the following addresses:

To the Developer:

Gregory Wyatt
Whales Tail Villas LLC
2132 Gad Way
Sandy, UT, 84093

With a copy to:

Zach Harding

Fier Law Group, LLC
1148 W. Legacy Crossing Blvd., Suite 350
Centerville, Utah 84014

To the County:

76 North Main Street
Kanab UT 84741
Care of the Land Use Department

With a copy to:

Kane County Attorney
76 N Main
Kanab UT 84741

Except as otherwise provided in this Agreement, each notice shall be effective and deemed delivered on the earlier of: (a) its actual receipt, if delivered personally or by courier service; (b) its actual receipt, if delivered electronically by email, provided that a physical copy is mailed or personally delivered on the same day; or (c) on the day the notice is postmarked, if mailed by First Class or Certified United States Mail, postage prepaid. Any Party may change its address for notice under this Agreement by giving written notice to the other Party.

10. General Provisions

10.1 **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.

10.2 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.

10.3 **Severability.** If any term, covenant, condition, or provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

10.4 **Waiver and Amendment.** No breach of any provision of this Agreement may be waived unless in writing. Waiver of any one breach shall not be deemed a waiver of any other breach. This Agreement may be extended, modified, or amended only with the express written consent of the Parties.

10.5 **Captions and Interpretation.** Headings are for convenience only and shall not affect interpretation. No provision shall be construed for or against either Party because that Party drafted it. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the Parties.

10.6 **Binding Effect; Covenants Run With the Land; Annexation.** All terms and provisions of this Agreement constitute covenants running with the land, binding upon,

inuring to the benefit of, and enforceable by the Parties and their respective successors and assigns, including any successor governmental entity or municipality that annexes all or part of the Property. In the event of an annexation of all or part of the Property into a municipality, Developer and the annexing municipality may enter into a development agreement with mutually agreed modifications to reflect the municipality's regulatory framework and new agreements between the Developer and the annexing municipality. Upon execution and recording of such municipal development agreement, this Agreement shall terminate as to the annexed portion and the County shall have no further obligations to Developer with respect to that portion.

10.7 **No Dedication.** The easements and agreements contained in this Agreement are not intended and shall not be construed as a dedication of any portion of the Project for public use. Nothing in this Agreement constitutes or shall be construed as an acknowledgment that any public right-of-way or other public access right exists on or across the Property.

10.8 **Recording.** This Agreement shall be recorded with the Kane County Recorder's Office promptly upon Developer's acquisition of fee title to the Property.

10.9 **Attorneys' Fees.** In any action or proceeding to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.

10.10 **Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, and agreements (whether oral or written) with respect to the subject matter hereof.

10.11 **Force Majeure.** As used in this Agreement, "force majeure" means any event beyond the reasonable control of the affected Party, including strikes, labor disputes, inability to obtain materials or equipment, acts of God, floods, earthquakes, fires, landslides, pandemics, government restrictions or moratoria, judicial orders, enemy actions, civil disturbances, and other causes beyond the Party's reasonable control. The duration of any force majeure event shall toll all applicable deadlines under this Agreement for an equal period.

10.12 **Periodic Review.** The Parties shall meet every two (2) years following the Effective Date in a work session to discuss implementation of this Agreement, the status of Project development, and any issues of mutual concern. Neither Party shall be required to agree to any modifications as a result of such review, but either Party may propose amendments for consideration.

10.13 **Condition of Closing.** If Developer's contract to purchase the Property terminates before Developer acquires fee title, this Agreement shall automatically terminate and be null and void, without liability or obligation of any Party or of the record owner of the Property, and the Parties shall execute, and the County shall record, any instrument reasonably necessary to evidence the termination and release the Property.

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:

Kane County Commission Chair

ATTEST:

County Clerk

WHALES TAIL VILLAS LLC

Wyoming

By: Greg Wyatt
Its: Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF KANE)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2026, by _____, the _____ of Kane County.

Notary Public

STATE OF UTAH)
 : ss
COUNTY OF [COUNTY])

The foregoing instrument was acknowledged before me on the ____ day of _____, 2026, by Greg Wyatt, the Manager of WHALES TAIL VILLAS LLC.

Notary Public

EXHIBIT A

Legal Description of the Property

4-7-2-1: The Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section 1, Township 44 South, Range 7 West, Salt Lake Base and Meridian.

4-7-3-1A: The West Half of the Southeast Quarter (W1/2SE1/4); the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) and the Southwest Quarter (SW1/4) of Section 3, Township 44 South, Range 7 West, Salt Lake Base and Meridian.

EXHIBIT B

Commercial Development Area

5 acres for hotel development must be within the 100 acres identified in the below exhibit. 5 acres of Proposed Hotel Area are indicative and may be moved within the 100 acre area at developer's discretion

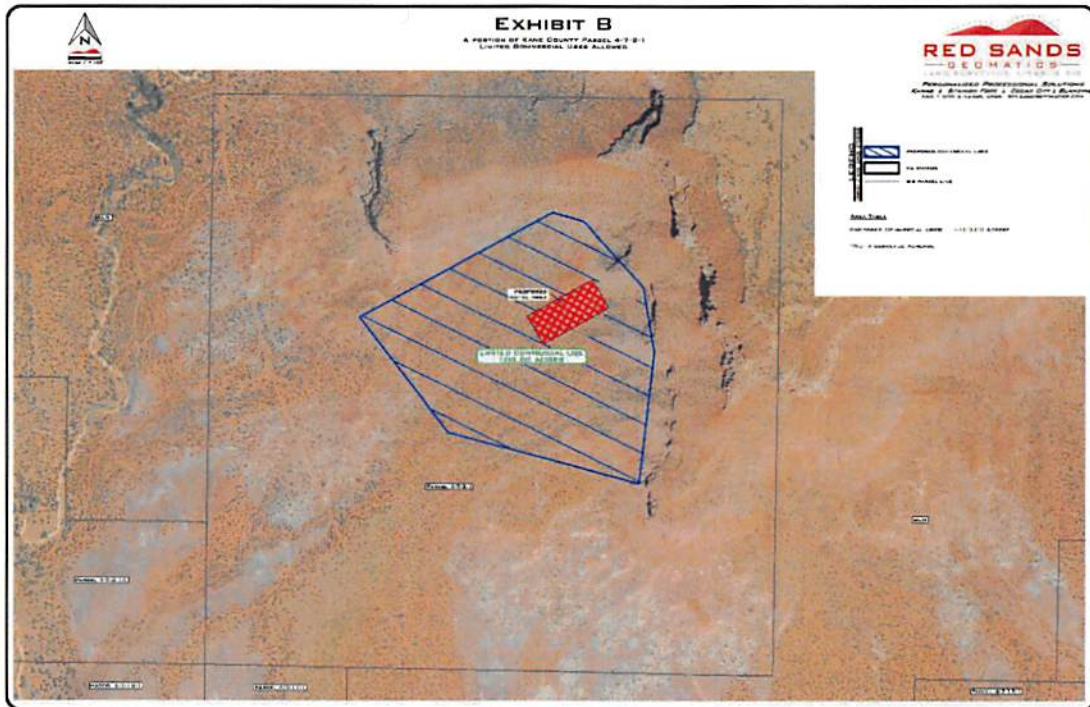


EXHIBIT C

Residential Development Area (max 25 units)

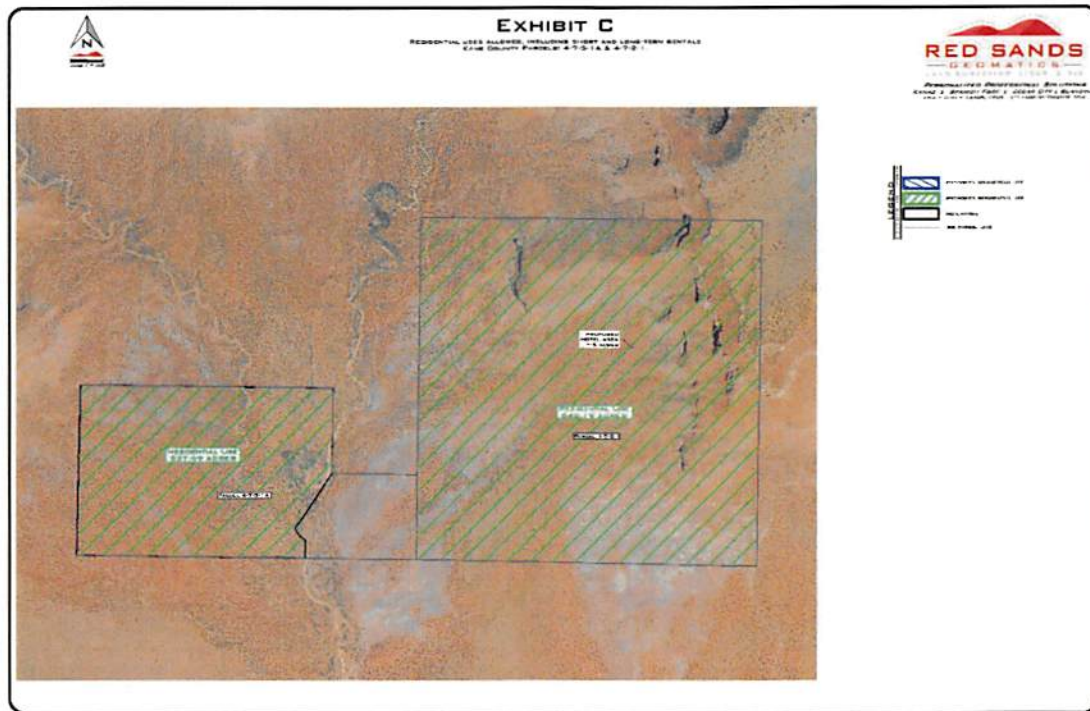


EXHIBIT D

Design standards to mitigate visual impact of development, applying to all buildings on the Property

1. **Building Height.** No building on the Property shall exceed a maximum roof height of thirty-five (35) feet above ground level, with a maximum of two (2) above-ground stories.
2. **Dark Skies.** All exterior lighting on the Property shall substantially comply with dark sky principles, including downward-directed, shielded fixtures that minimize light pollution.
3. **Exterior Finishes.** Exterior finishes shall predominantly be matte, in colors that blend with the natural scenery.
4. **Architectural features.** In order to reduce visual impact of the buildings and ensure they blend with surrounding rock formations, the buildings will avoid continuous facades and single-height roof lines larger than for a residential home.
5. **Views:** No building on the Property shall be visible from Kanab at ground level.
6. **Decorative elements:** No large non-functional elements shall be placed on the exterior of buildings. This excludes large statues, fountains, arches, etc. However, it does not exclude a small water feature invisible from a distance.

EXHIBIT E

Illustration of potential trail routes

Old Fort Ranch — Trail Map



ITEM # 3

**Discuss/Vote on Kane County Resolution No. R 2026-16 A
Resolution Amending Kane County Resolution No. R
2026-12 to Correct the Legal Description of Territory
Annexed into the Vermillion Cliffs Special Service District**

KANE COUNTY RESOLUTION NO. R 2026-16

A RESOLUTION AMENDING KANE COUNTY RESOLUTION NO. R 2026-12 TO CORRECT THE LEGAL DESCRIPTION OF TERRITORY ANNEXED 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, on June 6th, 2026, the Kane County Board of Commissioners adopted Kane County Resolution No. R-2026-12 (the "Original Resolution"), annexing certain territory north of Kanab into the District for fire protection services; and

WHEREAS, the Original Resolution identified the annexed territory by parcel number and incorporated a legal description and map as Exhibit A; and

WHEREAS, after adoption of the Original Resolution, the legal description included or intended to be included in Exhibit A was determined to be incorrect; and

WHEREAS, the corrected legal description attached to this Resolution as Corrected Exhibit A accurately describes the same property and territory the Commission intended to annex through the Original Resolution and does not add property or otherwise change the substantive annexation approved by the Commission; and

WHEREAS, the Commission desires to correct the legal description, confirm the boundaries of the annexed territory, and ratify the Original Resolution in all other respects;

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

- 1. Corrected Legal Description.** The legal description referenced in and incorporated into the Original Resolution is amended and replaced in its entirety by the legal description attached to this Resolution as Corrected Exhibit A and incorporated herein by reference.
- 2. Superseding Effect.** Corrected Exhibit A supersedes any prior legal description of the annexed territory attached to, referenced in, or filed with the Original Resolution. If a conflict exists between Corrected Exhibit A and the prior legal description, Corrected Exhibit A controls.
- 3. No Change to Annexation Intent.** This Resolution corrects the description of the territory previously approved for annexation. It does not approve a new annexation or add property beyond the territory approved by the Commission in the Original Resolution.
- 4. Ratification.** Except as expressly amended by this Resolution, the Original Resolution remains unchanged and is ratified, confirmed, and continued in full force and effect.
- 5. Filing and Recordation.** The Kane County Clerk is authorized to attach this Resolution and Corrected Exhibit A to the Original Resolution and to file or record the corrected documents with the appropriate county and state offices as required.
- 6. Effective Date.** This Resolution takes effect immediately upon adoption.

ADOPTED this _____ day of _____, 2026.

ATTEST:

**BOARD OF COMMISSIONERS
KANE COUNTY, UTAH**

Kane County Clerk

Chair

Commissioner Meyeres voted: _____

Commissioner Kubeja voted: _____

Commissioner Brown voted: _____

CORRECTED EXHIBIT A

CORRECTED LEGAL DESCRIPTION OF ANNEXED TERRITORY

[INSERT THE COMPLETE, SURVEYOR-VERIFIED CORRECTED LEGAL DESCRIPTION HERE]

Affected parcel references (for administrative identification only):

- 2-7-26-1
- 2-7-25-2
- 2-6-30-3 (one and two)
- 2-6-31-3
- 2-7-25-1A

[ATTACH CORRECTED MAP FOLLOWING THIS PAGE, IF APPLICABLE]

Parcel 2-6-30-3:

BEGINNING at a point 725.0 feet North of the Southwest Corner of Section 30, Township 42 South, Range 6 West, Salt Lake Base and Meridian, which point lies on the West line of said Section 30; thence North 595.0 feet, more or less, along the West line of said Section 30 to the 1/16th Section Corner; thence East 2,555.42 feet, more or less, along the 1/16th Section line to the Westerly right-of-way line of U. S. Highway 89; thence Southeasterly 596.48 feet, more or less, along said right-of-way line (with an approximate chord bearing South 3° 53' 49" East 596.38 feet) to a point 2,595.95 feet East of the point of beginning; thence West 2,595.95 feet to the point of beginning.

Also, Beginning at the Center-South 1/16 Corner of Section 30, Township 42 South, Range 6 West, Salt Lake Base and Meridian, Utah; and thence running North 38°20'35" East 20.00 feet; thence North 51°39'27" West 256.36 feet; thence South 69°51'38" West 109.81 feet; thence North 73°29'10" West 138.01 feet; thence North 84°31'02" West 174.70 feet; thence North 89°44' 11" West 118.68 feet; thence South 85°36'39" West 69.76 feet; thence South 72°35'00" West 129.36 feet; thence North 64°11'41" West 65.33 feet; thence North 54°53'15" West 104.49 feet; thence North 89°31'28" West 161.75 feet; thence South 63°41'15" West 122.86 feet; thence South 74°14'10" West 123.18 feet; thence North 56°20'04" West 493.18 feet; thence North 88°46'13" West 315.26 feet; thence South 64° 41'43" West 125.76 feet; thence South 69°52'04" West 85.49 feet; thence South 86°40'05" West 51.54 feet; thence South 58°00'15" West 208.47 feet; thence South 61°12'58" West 248.50 feet; thence South 24°13'28" West 62.70 feet; thence South 0°32'10" East 39.79 feet; thence North 82°52'19" West 69.69 feet; thence North 81°56'50" West 137.37 feet; thence South 83°55'08" West 315.67 feet; thence South 89°41'45" West 499.45 feet to north-south centerline of the Southeast 1/4 Section 25, Township 42 South, Range 7 West, Salt Lake Base & Meridian; thence South 0°02'00" West along said north-south centerline of the Southeast 1/4, 20.00 feet to the Southeast 1/16 Corner said Section 25; thence North 89°41'45" East along the east-west centerline of the Southeast 1/4 of said Section 25, 1320.63 feet to the South 1/16 Corner of Sections 25 and 30, Townships 42 South, Ranges 6 & 7 West, Salt Lake Base & Meridian; thence North 89°55'54" East along the east-west centerline of the Southwest 1/4 of said Section 30, 2533.27 feet to the point of beginning.

Parcel 2-6-31-3:

Parcel A:

BEGINNING at a point which is S 00° 02' 56" E along the Center 1/4 Section Line 333.62 feet and S 89° 54' 01" E 469.09 feet from the North 1/4 Section 31, T42S, R6W, SLB&M and running thence S 89° 54' 01" E 193.17 feet; thence S 00° 02' 14" E 334.55 feet; thence N 89° 49' 11" W 82.78 feet; thence S 00° 02' 19" E 280.35 feet to the Westerly R.O.W. Line of HWY 89; thence along said R.O.W. Line along the arc of a non-tangent curve to the right 106.58 feet, through a central angle on 01° 56' 57", radius of 3133.10 feet, chord of 106.57 feet and chord bearing of N 12° 19' 15" W to the point of curve to spiral; thence Northwesterly along the arc of said spiral 198.45 feet (spiral curve is concentric with and 50.00 feet distance Easterly from a 200.00 feet

ten-chord spiral for a 1° 48' curve to the right) to the point of tangent; thence N 09° 32' 52" West along said R.O.W. 319.98 feet to the POINT OF BEGINNING and contains 1.454 acres.

Parcel B:

BEGINNING at a point which is S 00° 02' 56" E along the Center 1/4 Section Line 333.62 feet and South 89° 54' 01" E 165.57 feet from the North 1/4 Corner Section 31, T42S, R6W, SLB&M and running thence S 89° 54' 01" E 100.80 feet to the Westerly R.O.W. Line of HWY 89; thence S 09° 32' 52" E along said R.O.W. 117.02 feet; thence departing said R.O.W. S 80° 27' 08" W 26.36 feet; thence S 09° 32' 52" E 80.50 feet; thence N 80° 27' 08" E 26.36 feet to the Westerly R.O.W. Line of HWY 89; thence S 09° 32' 52" E along said R.O.W. Line 156.51 feet to the point of tangent to a spiral curve; thence along the arc of said spiral curve 204.63 feet (spiral curve is concentric with and 150.00 feet distant Westerly from a 200.00 feet ten-chord spiral for a 1° 48' curve to the left) to the point of spiral to curve; thence along that arc of a non-tangent curve to the left 231.60 feet, through a central angle of 3° 58' 52", radius of 3333.10 feet, chord of 231.56 feet and chord bears S 13° 20' 13" E; thence S 00° 02' 30" E 226.99 feet; thence departing said R.O.W. Line N 89° 39' 32" W 248.28 feet; thence N 00° 02' 46" W 1001.57 feet to the POINT OF BEGINNING and contains 4.249 acres.

Parcel 2-7-25-1A:

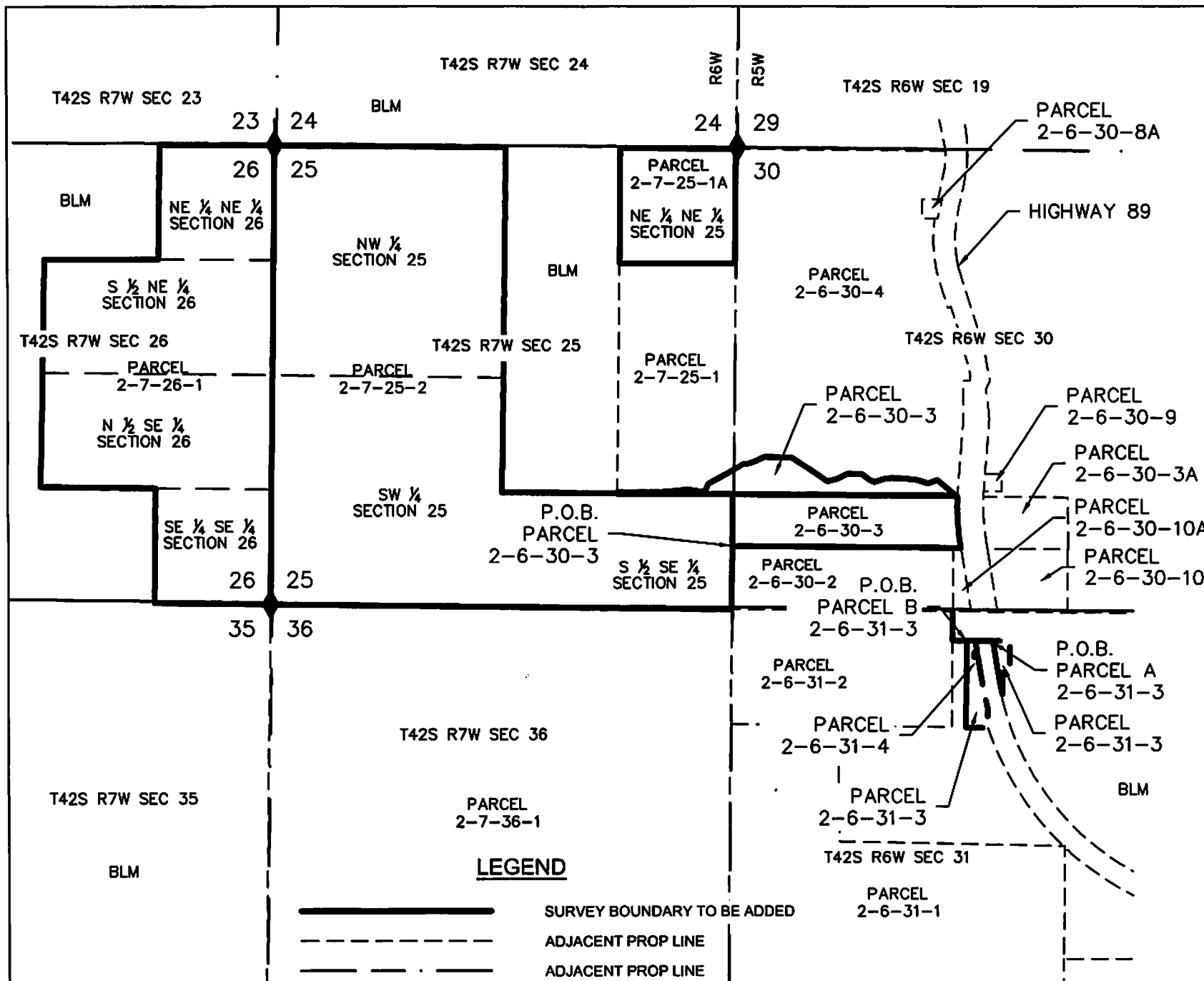
The NE1/4 NE1/4 of Section 25, Township 42 South, Range 7 West, Salt Lake Base and Meridian.

Parcel 2-7-25-2:

The NW1/4; the SW1/4; and the S1/2 SE1/4 of Section 25, Township 42 South, Range 7 West, Salt Lake Base and Meridian.

Parcel 2-7-26-1:

The S1/2 NE1/4; the N1/2 SE1/4; the NE1/4 NE1/4; and the SE1/4 SE1/4 of Section 26, Township 42 South, Range 7 West, Salt Lake Base and Meridian.



**IRON
ROCK
GROUP**

*Building on
Solid
Foundations*

ANNEXATION MAP
VERMILLION CLIFFS
SPECIAL SERVICE DISTRICT
KANE COUNTY, UT

DRAWN BY:
CM

SCALE:
1" = 1500'

SHEET:

1 OF 1

ITEM # 4

Discuss/Vote on Notice of Impending Boundary
Action for the Annexation of the Vermillion Cliffs
Special Service District

(seal)

Exhibit A

Parcel 2-6-30-3:

BEGINNING at a point 725.0 feet North of the Southwest Corner of Section 30, Township 42 South, Range 6 West, Salt Lake Base and Meridian, which point lies on the West line of said Section 30; thence North 595.0 feet, more or less, along the West line of said Section 30 to the 1/16th Section Corner; thence East 2,555.42 feet, more or less, along the 1/16th Section line to the Westerly right-of-way line of U. S. Highway 89; thence Southeasterly 596.48 feet, more or less, along said right-of-way line (with an approximate chord bearing South 3° 53' 49" East 596.38 feet) to a point 2,595.95 feet East of the point of beginning; thence West 2,595.95 feet to the point of beginning.

Also, Beginning at the Center-South 1/16 Corner of Section 30, Township 42 South, Range 6 West, Salt Lake Base and Meridian, Utah; and thence running North 38°20'35" East 20.00 feet; thence North 51°39'27" West 256.36 feet; thence South 69°51'38" West 109.81 feet; thence North 73°29'10" West 138.01 feet; thence North 84°31'02" West 174.70 feet; thence North 89°44' 11" West 118.68 feet; thence South 85°36'39" West 69.76 feet; thence South 72°35'00" West 129.36 feet; thence North 64°11'41" West 65.33 feet; thence North 54°53'15" West 104.49 feet; thence North 89°31'28" West 161.75 feet; thence South 63°41'15" West 122.86 feet; thence South 74°14'10" West 123.18 feet; thence North 56°20'04" West 493.18 feet; thence North 88°46'13" West 315.26 feet; thence South 64° 41'43" West 125.76 feet; thence South 69°52'04" West 85.49 feet; thence South 86°40'05" West 51.54 feet; thence South 58°00'15" West 208.47 feet; thence South 61°12'58" West 248.50 feet; thence South 24°13'28" West 62.70 feet; thence South 0°32'10" East 39.79 feet; thence North 82°52'19" West 69.69 feet; thence North 81°56'50" West 137.37 feet; thence South 83°55'08" West 315.67 feet; thence South 89°41'45" West 499.45 feet to north-south centerline of the Southeast 1/4 Section 25, Township 42 South, Range 7 West, Salt Lake Base & Meridian; thence South 0°02'00" West along said north-south centerline of the Southeast 1/4, 20.00 feet to the Southeast 1/16 Corner said Section 25; thence North 89°41'45" East along the east-west centerline of the Southeast 1/4 of said Section 25, 1320.63 feet to the South 1/16 Corner of Sections 25 and 30, Townships 42 South, Ranges 6 & 7 West, Salt Lake Base & Meridian; thence North 89°55'54" East along the east-west centerline of the Southwest 1/4 of said Section 30, 2533.27 feet to the point of beginning.

Parcel 2-6-31-3:

Parcel A:

BEGINNING at a point which is S 00° 02' 56" E along the Center 1/4 Section Line 333.62 feet and S 89° 54' 01" E 469.09 feet from the North 1/4 Section 31, T42S, R6W, SLB&M and running thence S 89° 54' 01" E 193.17 feet; thence S 00° 02' 14" E 334.55 feet; thence N 89° 49' 11" W 82.78 feet; thence S 00° 02' 19" E 280.35 feet to the Westerly R.O.W. Line of HWY 89; thence along said R.O.W. Line along the arc of a non-tangent curve to the right 106.58 feet, through a central angle of 01° 56' 57", radius of 3133.10 feet, chord of 106.57 feet and chord bearing of N 12° 19' 15" W to the point of curve to spiral; thence Northwesterly along the arc of said spiral 198.45 feet (spiral curve is concentric with and 50.00 feet distance Easterly from a 200.00 feet

ten-chord spiral for a 1° 48' curve to the right) to the point of tangent; thence N 09° 32' 52" West along said R.O.W. 319.98 feet to the POINT OF BEGINNING and contains 1.454 acres.

Parcel B:

BEGINNING at a point which is S 00° 02' 56" E along the Center 1/4 Section Line 333.62 feet and South 89° 54' 01" E 165.57 feet from the North 1/4 Corner Section 31, T42S, R6W, SLB&M and running thence S 89° 54' 01" E 100.80 feet to the Westerly R.O.W. Line of HWY 89; thence S 09° 32' 52" E along said R.O.W. 117.02 feet; thence departing said R.O.W. S 80° 27' 08" W 26.36 feet; thence S 09° 32' 52" E 80.50 feet; thence N 80° 27' 08" E 26.36 feet to the Westerly R.O.W. Line of HWY 89; thence S 09° 32' 52" E along said R.O.W. Line 156.51 feet to the point of tangent to a spiral curve; thence along the arc of said spiral curve 204.63 feet (spiral curve is concentric with and 150.00 feet distant Westerly from a 200.00 feet ten-chord spiral for a 1° 48' curve to the left) to the point of spiral to curve; thence along that arc of a non-tangent curve to the left 231.60 feet, through a central angle of 3° 58' 52", radius of 3333.10 feet, chord of 231.56 feet and chord bears S 13° 20' 13" E; thence S 00° 02' 30" E 226.99 feet; thence departing said R.O.W. Line N 89° 39' 32" W 248.28 feet; thence N 00° 02' 46" W 1001.57 feet to the POINT OF BEGINNING and contains 4.249 acres.

Parcel 2-7-25-1A:

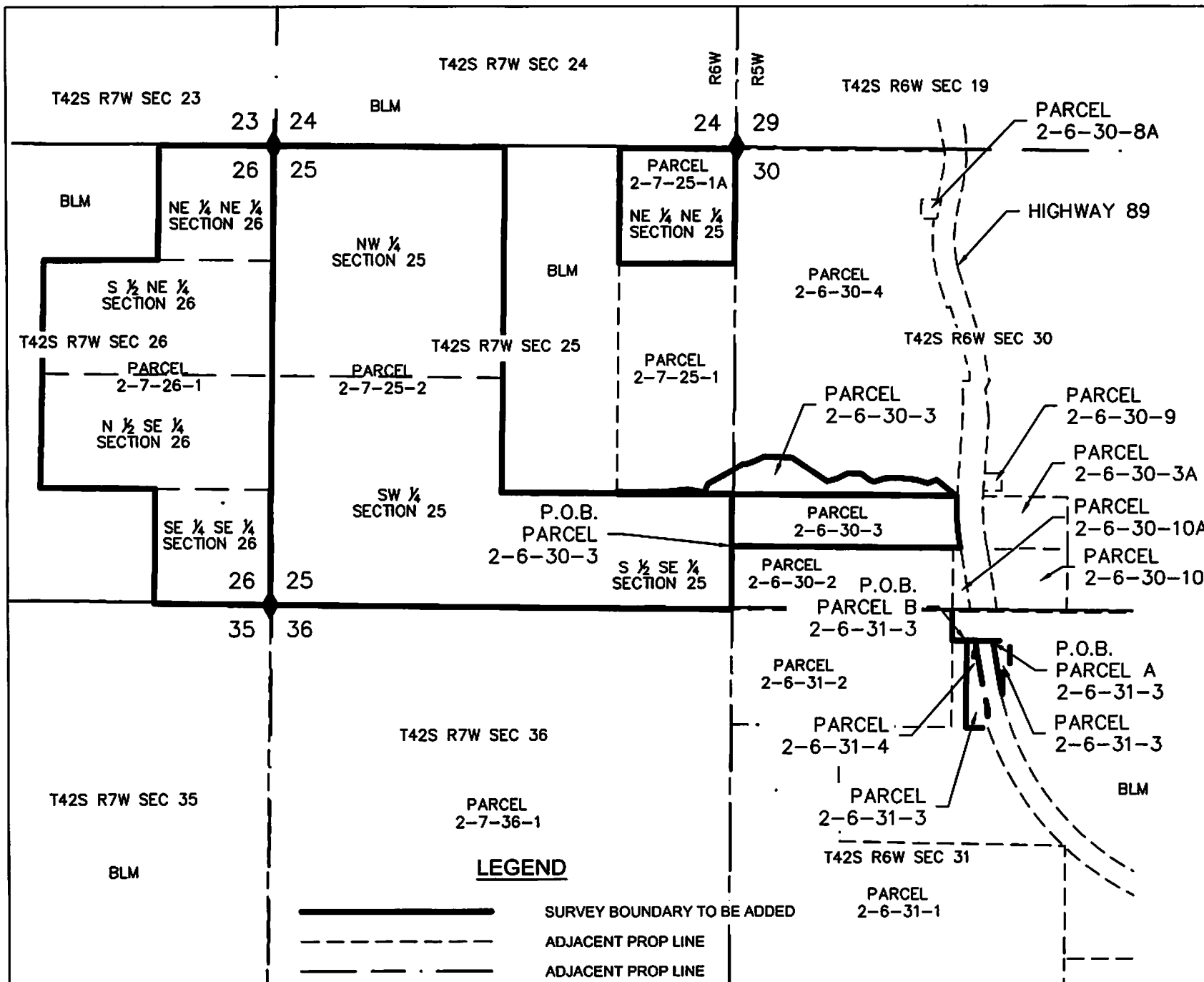
The NE1/4 NE1/4 of Section 25, Township 42 South, Range 7 West, Salt Lake Base and Meridian.

Parcel 2-7-25-2:

The NW1/4; the SW1/4; and the S1/2 SE1/4 of Section 25, Township 42 South, Range 7 West, Salt Lake Base and Meridian.

Parcel 2-7-26-1:

The S1/2 NE1/4; the N1/2 SE1/4; the NE1/4 NE1/4; and the SE1/4 SE1/4 of Section 26, Township 42 South, Range 7 West, Salt Lake Base and Meridian.



**IRON
ROCK
GROUP**
*Building on
Solid
Foundations*

ANNEXATION MAP
VERMILLION CLIFFS
SPECIAL SERVICE DISTRICT
KANE COUNTY, UT

DRAWN BY:
CM
SCALE:
1" = 1500'
SHEET:

1 OF 1

ITEM # 5

Discuss/Vote on Kane County Resolution No. R 2026-
17 A Resolution Supporting the Wreaths Across
America Program in Kane County

KANE COUNTY RESOLUTION NO. R-2026-17

**A RESOLUTION SUPPORTING THE WREATHS ACROSS AMERICA PROGRAM IN
KANE COUNTY**

WHEREAS Wreaths Across America is a non-profit organization that began in 2006 as an extension of the Arlington National Cemetery Wreath Project; and

WHEREAS the project originally started in 1992 when wreaths donated by “Worcester Wreath Company” of Harrington, Maine were placed on the headstones of our Nation’s Fallen Heroes during the holiday season; and

WHEREAS the Kane County Chapter of the “Wreaths Across America” national organization in collaboration with the Kane County American Legion Posts #69 & #120 in a mutual mission to remember the fallen, honor those who have served, and teach children the value of freedom; and

WHEREAS family members, friends, and citizens of all ages will volunteer their time to adorn the gravesites with Christmas wreaths in a stirring tribute to the courageous sacrifice of those who have guarded and preserved our nation’s freedom throughout history; and

WHEREAS this year marks the 4th anniversary of this event to occur on Saturday, December 19th, taking place in the Kane County, Utah cemeteries of Alton, Kanab, Mt. Carmel, Glendale, and Orderville; and

WHEREAS Wreaths Across America ceremonies will be held throughout all 50 states, at sea, and abroad in approximately 5,500 participating cemetery locations on Saturday, December 19th to gratefully remember and honor our Nation’s veterans, including those local to Utah and Kane County, and to continuously thank them for their service to our country.

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

1. Recognizes Saturday, December 19th as the 4th Anniversary of the Wreaths Across America event.
2. Encourages all residents of Kane County and surrounding areas to join together on this solemn day of remembrance and to participate in these ceremonies.

ADOPTED this 22nd day of September 2026.

ATTEST:

Gwen Brown, Chair
Board of Commissioners
Kane County

CHAMEILL LAMB
Kane County Clerk

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

ITEM # 6

Discuss/Vote on Kane County Resolution No. R
2026-18 A Resolution Designating October as
Domestic Violence Awareness Month (DVAM)

KANE COUNTY RESOLUTION NO. R-2026-18

**A RESOLUTION DESIGNATING OCTOBER AS DOMESTIC VIOLENCE AWARENESS
MONTH (DVAM)**

WHEREAS it is a basic human right to live a life free from violence and abuse; and

WHEREAS domestic violence is a serious problem occurring in all cultures and communities regardless of age, gender, social class, race ethnicity, religious affiliation, or sexual orientation; and

WHEREAS one in three women and one in four men in Utah will experience intimate partner violence in their lifetimes; and that 60-75% of families with intimate partner violence have children who are also impacted by the violence; and

WHEREAS seniors are also victims of domestic and sexual violence and are part of the most under-reported group; and

WHEREAS domestic violence-related homicides account for over 40% of homicides in Utah; and 80 Utah children will witness the murder or attempted murder of their mother every year; and

WHEREAS awareness and intentional collaboration are required to find solutions to abuse and intimate partner violence; and

WHEREAS it is the role of local government to provide for the health, safety, and welfare of its citizens.

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

In partnership with DOVE Center and REACH Survivor Services, designates the month of October as Domestic Violence Awareness Month to learn how they can break the silence and urge the citizens of Kane County to work together to eliminate domestic violence from our community.

ADOPTED this 22nd day of September 2026.

ATTEST:

Gwen Brown, Chair
Board of Commissioners
Kane County

CHAMEILL LAMB
Kane County Clerk

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

ITEM # 7

Discussion/Decision Regarding Release of Property
Claims between Progressive Direct Insurance and Kane
County

ITEM # 8

Review of Legislative Issues

ITEM # 9

Commissioner Report on Assignments