

**COMMISSION MEETING
PACKET**

DATE:

October 13, 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, October 13, 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 23, 2026-\$67,545.87, September 30, 2026-\$1,180,327.38 and October 7, 2026-\$508,439.53

Approval of: Commission Meeting Minutes for September 22, 2026 and October 1, 2026 Special Commission Minutes

REGULAR SESSION:

1. **Update from the Kane County Conservation District / Commissioner Brown**
2. **Discuss/Vote on the Award Bid for Kane County Remodel Projects / Full Commission**
3. **Discuss/Vote on Kane County Resolution No R 2026-19 A Resolution Appointing Rocel Bettencourt to the Kane County Planning Commission / Commissioner Brown**
4. **Discuss/Vote for the Renewal of the 2027 Insurance / Full Commission**
5. **Discuss/Vote on Approving Contract to Accept \$200,000 in Grant Funding from State of Utah's Governor's Office of Economic Development / Commissioner Meyeres**

- 6. Discuss/Vote on Acceptance of MOU (Memorandum of Understanding) with BLM (Bureau of Land Management) as Kane County Being Designated as a Cooperating Agency for Grand Staircase Escalante Planning Area / Commissioner Meyeres**
- 7. Discuss/Vote on Whether to File a Proposed Amicus Brief in Case #26070008 which Challenges the Constitutionality of the Recent Preliminary Municipality Law in Utah / Full Commission**
- 8. Discuss/Vote on Kane County Resolution No. R 2026-20 A Resolution Appointing a Kane County Representative and Alternate Representative for the UCIP Annual Membership Meeting / Commissioner Kubeja**
- 9. Discuss/Vote on Sand Caves Parking Lot-Double Vault Restroom Facility Cooperative Maintenance Agreement Between UDOT and Kane County / Full Commission**
- 10. Discuss/Vote on Abatements and Credits / Full Commission**
- 11. Financial Update-Chameill Lamb / Full Commission**
- 12. Review of Legislative Issues / Full Commission**
- 13. 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 23, 2026-\$67,545.87,
September 30, 2026-\$1,180,327.38, and October 7,
2026-\$508,439.53

Commission Meeting Minutes for September 22, 2026
and October 1, 2026 Special Commission Meeting

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
September 22, 2026 at 10:00 AM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

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

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

CALL MEETING TO ORDER: Commissioner Brown

WELCOME: Commissioner Brown

INVOCATION: Andrew Heaton

PLEDGE OF ALLEGIANCE: Pat Moffitt

PUBLIC COMMENT:

Matt Fisher strongly believes that item #3 should be tabled until the newly elected board takes office in January.

CONSENT AGENDA:

Check Edit Report: September 16, 2026-\$743,882.98

Approval of: Commission Meeting Minutes for September 15, 2026

Motion to approve the Check Edit Report for September 16, 2026-\$743,882.98 and the Commission Meeting Minutes for September 15, 2026 made by Commissioner Brown and motion carried with all commissioners present voting in favor.

REGULAR SESSION:

1. USU Extension Annual Update / Commissioner Brown

Angie, Andrew, and Elizabeth, with the USU Extension, each gave a presentation on what their job is and highlighted things they have done throughout the year.

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

Greg presented project details for the Old Fort property development. He went over what has changed on the development agreement since he came before the commission in April. The first change is they did a traffic study and think that the study shows that the project will not cause gridlock in Kanab. The second change is regarding any rights that the county may have been able to assert regarding a handful of roads, the county will not pursue those in exchange for the developer creating and maintaining a couple of trails the public can access in order to get to the north BLM and the west BLM.

Motion to adopt Kane County Ordinance O 2026-04 contingent on applicant owning the property as well as the county responding to the city’s letter with the small changes presented of changing the word “fire commissioner” to “fire authority” and the additional language in 3.2 (c) for clarity on the number of commercially available units in the property made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

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 / Full Commission

Taylor stated that a few months ago the county voted to annex five parcels into the Vermillion Cliffs Special Service District so they would have fire protection. The resolution was passed and then the associated map was signed and sent to the lieutenant governor’s office, which was approved, but in the recording process there were some errors in the legal description that needed to be corrected. This resolution is amending the first resolution to the correct legal description.

Motion to adopt Resolution No. 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 made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

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

Chameill explained that this is a non-legislative document submitted alongside the resolution to the lieutenant governor's office reflecting the corrected legal descriptions.

Motion to approve and cause to be sent to the Notice of Impending Boundary Action for the annexation of the Vermillion Cliffs Special Service District 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

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

Commissioner Kubeja stated that this is to support the Wreaths Across America program and encourage community participation in wreath-laying ceremonies on December 19th.

Motion to adopt Kane County Resolution No. R 2026-17 a Resolution supporting the Wreaths Across America program in Kane County made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

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

Commissioner Kubeja said this resolution is to designate October as Domestic Violence Awareness Month, highlighting high domestic violence rates in Utah and the need to promote resources such as the Dove Center and Reach Services, a new nonprofit based in Kane County.

Motion to approve Kane County Resolution R 2026-18 a Resolution designating October as Domestic Violence Awareness Month made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

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

7. Discussion/Decision Regarding Release of Property Claims between Progressive Direct Insurance and Kane County / Full Commission

Attorney Stott explained that this is an insurance claim that was brought against the county regarding an accident between a motorcyclist and a road department vehicle.

Motion to release the property claims between Progressive Direct Insurance and Kane County in the amount of \$2,000 made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

8. Review of Legislative Issues / Full Commission

Preliminary Municipality Bill

9. Commissioner Report on Assignments / Full Commission

Commissioner Brown

- BOE hearings start next week
- There is a job opening at the Active Living Center
- Meet the Candidate night is tonight at the Best Friends Roadhouse

Commissioner Kubeja

- Attended a meeting in Price to officially join the Colorado River Watershed Council

Commissioner Meyeres

- The county is continuing to prepare our tourism mitigation grant

- Tourism is on the up again
- The commission has designated around \$1.5 of tourism money to maintenance and upkeep on our roads and are looking at the Kaneplex Road for the upcoming year

Motion to adjourn at 11:21 AM made by Commissioner Brown and motion carried with all commissioners present voting in favor.

WHERE UPON MEETING WAS ADJOURNED

Gwen Brown Chair

Chameill Lamb Clerk/Auditor

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
October 1, 2026 at 10:00 AM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

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

Other County Officials in Attendance: Clerk/Auditor Chameill Lamb, Assessor Ryan Maddux, Hearing Officer Randy Kelly, Treasurer Keiren Chatterley, and Taylor Glover,

CALL MEETING TO ORDER: Commissioner Brown

WELCOME: Commissioner Brown

SPECIAL SESSION:

- 1. Board of Equalization at 10:00 A.M. Located at the Kane County Courthouse in the Commission Chambers / Commissioner Brown**

A. Approval of Board of Equalization Adjustments

Chameill presented the Board of Equalization adjustments that were made saying that overall, there were 138 appeals filed.

Motion to approve the Board of Equalization adjustments 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

B. Approval of Abatements and Credits

Chameill presented five abatements that need a decision made on them so she can get the final numbers. Two of the abatements came in late and three of the abatements had other issues with them.

Motion to accept the first abatement (blind) made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

Motion to approve the second abatement (veteran) made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

Motion to give the third applicant one week to get the required information (income) in made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

Motion to deny the fourth abatement (zero income and didn't provide anything) made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

Motion to approve the fifth abatement (phantom income) made by Commissioner Brown and motion carried with all commissioners present voting in favor.

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

2. Discuss/Vote on the Letter of Response to Kanab City Regarding the Old Fort Development Agreement

Commissioner Brown read the letter of response that the county will be sending to Kanab City regarding the Old Fort Development Agreement.

Motion to approve the letter of response to Kanab City regarding the Old Fort Development Agreement with the change to the last paragraph of the public access to BLM section to reflect the language in the Development Agreement made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

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

Motion to adjourn at 11:21 AM made by Commissioner Brown and motion carried with all commissioners present voting in favor.

WHERE UPON MEETING WAS ADJOURNED

Gwen Brown Chair

Chameill Lamb Clerk/Auditor

AGENDA ITEMS

ITEM # 1

Update from the Kane County Conservation District

ITEM # 2

Discuss/Vote on the Award Bid for Kane County Remodel
Projects

		Bid 1	Bid 2	Bid 3	Bid 4	Bid 5	Bid 6
Contractors License							
Evaluator 1		86.00	27.00	94.00	75.00	67.00	66.00
Evaluator 2		92.00	32.00	90.00	77.00	71.00	79.00
Evaluator 3		91.00	25.00	83.00	84.00	80.00	75.00
Evaluator 4		80.00	30.00	89.00	79.00	75.00	84.00
Evaluator 5		0.00	0.00	0.00	0.00	0.00	0.00
Total score		349.00	114.00	356.00	315.00	293.00	304.00
Average							

Evaluator 1	Maximum Points:	20	Experience and Qualifications	18.00	0.00	20.00	16.00	18.00	10.00
	Maximum Points:	15	Project Team and Availability	13.00	0.00	14.00	10.00	12.00	10.00
	Maximum Points:	15	Project Approach and Schedule	15.00	5.00	14.00	13.00	13.00	10.00
	Maximum Points:	30	Cost Proposal	24.00	22.00	26.00	23.00	19.00	29.00
	Maximum Points:	10	Cost Saving Recommendations and Value	8.00	0.00	10.00	7.00	0.00	5.00
	Maximum Points:	10	References and Past Performance	8.00	0.00	10.00	6.00	5.00	2.00
	Total Points	100	Total Score	86.00	27.00	94.00	75.00	67.00	66.00

Evaluator 2	Maximum Points:	20	Experience and Qualifications	20.00	5.00	20.00	20.00	20.00	15.00
	Maximum Points:	15	Project Team and Availability	15.00	0.00	12.00	12.00	10.00	10.00
	Maximum Points:	15	Project Approach and Schedule	15.00	5.00	12.00	12.00	12.00	15.00
	Maximum Points:	30	Cost Proposal	24.00	22.00	26.00	23.00	19.00	29.00
	Maximum Points:	10	Cost Saving Recommendations and Value	8.00	0.00	10.00	0.00	0.00	2.00
	Maximum Points:	10	References and Past Performance	10.00	0.00	10.00	10.00	10.00	8.00
	Total Points	100	Total Score	92.00	32.00	90.00	77.00	71.00	79.00

Evaluator 3	Maximum Points:	20	Experience and Qualifications	18.00	0.00	18.00	18.00	18.00	10.00
	Maximum Points:	15	Project Team and Availability	14.00	0.00	10.00	12.00	13.00	10.00
	Maximum Points:	15	Project Approach and Schedule	15.00	3.00	10.00	14.00	14.00	12.00
	Maximum Points:	30	Cost Proposal	29.00	22.00	26.00	23.00	19.00	29.00
	Maximum Points:	10	Cost Saving Recommendations and Value	6.00	0.00	10.00	8.00	7.00	9.00
	Maximum Points:	10	References and Past Performance	9.00	0.00	9.00	9.00	9.00	5.00
	Total Points	100	Total Score	91.00	25.00	83.00	84.00	80.00	75.00

Evaluator 4	Maximum Points:	20	Experience and Qualifications	15.00	0.00	18.00	16.00	16.00	14.00
	Maximum Points:	15	Project Team and Availability	13.00	0.00	13.00	11.00	12.00	12.00
	Maximum Points:	15	Project Approach and Schedule	14.00	8.00	13.00	13.00	13.00	14.00
	Maximum Points:	30	Cost Proposal	25.00	22.00	26.00	23.00	19.00	29.00
	Maximum Points:	10	Cost Saving Recommendations and Value	6.00	0.00	10.00	8.00	7.00	9.00
	Maximum Points:	10	References and Past Performance	7.00	0.00	9.00	8.00	8.00	6.00
	Total Points	100	Total Score	80.00	30.00	89.00	79.00	75.00	84.00

			Bid 1	Bid 2	Bid 3	Bid 4	Bid 5	Bid 6
Evaluator 5	Maximum Points:	20	Experience and Qualifications					
	Maximum Points:	15	Project Team and Availability					
	Maximum Points:	15	Project Approach and Schedule					
	Maximum Points:	30	Cost Proposal					
	Maximum Points:	10	Cost Saving Recommendations and Value					
	Maximum Points:	10	References and Past Performance					
	Total Points	100	Total Score	0.00	0.00	0.00	0.00	0.00

Lump Sum							
Percentage							
Project Budget		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost of lowest bid	818412	\$ 1,003,861.00	\$ 1,065,899.00	\$ 954,015.30	\$ 1,080,749.21	\$ 1,198,576.00	\$ 818,412.00
Points Awarded	30	\$ 24.46	\$ 23.03	\$ 25.74	\$ 22.72	\$ 20.48	\$ 30.00
		\$ 24.00	\$ 22.00	\$ 26.00	\$ 23.00	\$ 19.00	\$ 29.00

ITEM # 3

Discuss/Vote on Kane County Resolution No. R 2026-19 A
Resolution Appointing Rocel Bettencourt to the Kane
County Planning Commission

KANE COUNTY RESOLUTION NO. R 2026-19

**A RESOLUTION APPOINTING ROCEL BETTENCOURT TO THE
KANE COUNTY PLANNING COMMISSION**

WHEREAS, there is a vacancy on the Kane County Planning Commission with the term of office starting January 1, 2024; and

WHEREAS, the term of the office ends December 2027; and

WHEREAS, the Kane County Board of Commissioners ("Commission") has complied with the requirements to solicit applicants to serve: and

WHEREAS, the Commission desires to appoint Rocel Bettencourt to the Kane County Planning Commission: and

WHEREAS, the authority for the resolution is found in Utah Code §§17-79-301-302; and 17-53-201; and Kane County Land Use Ordinance §9-2-1-11;

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

Rocel Bettencourt is appointed to serve as Commissioner on the Kane County Planning Commission for the remainder of the four-year term October 14, 2026 to December 31, 2027.

ADOPTED this 13th day of October 2026.

Gwen Brown, Chair
Board of Commissioners
Kane County

ATTEST:

CHAMEILL LAMB

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

ITEM # 4

Discuss/Vote for the Renewal of the 2027 Insurance

ITEM # 5

**Discuss/Vote on Approving Contract to Accept
\$200,000 in Grant Funding from State of Utah's
Governor's Office of Economic Development**



STATE OF UTAH CONTRACT
The Governor's Office of Economic Development
Rural County Grant Contract

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

Kane County Government
76 North Main Street
Kanab, UT 84741

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

Legal Status of Contractor: Governmental Agency
Federal Tax ID: 87-6000300
Vendor #: VC0000130073

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

Effective date: July 1, 2026.
Termination date: June 30, 2027.

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

Commodity Code: 99999

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



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

Beginning date: July 1, 2026

Ending date: June 30, 2027

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

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

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

Attachment B: Rural County Grant Terms and Conditions

Attachment C: Project Plan

Attachment D: County Economic Opportunity Advisory Board

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

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

[The remainder of this page is intentionally left blank]



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

KANE COUNTY GOVERNMENT

STATE OF UTAH

By:

Name:

Title:

Date:

By:

Name: Kamron Dalton

Title: Chief Financial Officer

Date:

Governor's Office of Economic Development

By:

Name: Jefferson Moss

Title: Commissioner

Date:

Governor's Office of Economic Development

By:

Date:

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



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

Standard Terms and Conditions for Grants between Government Entities

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah



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

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

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

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



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

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



28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.



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

(Revision Date: 12 December 2019)

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ATTACHMENT B: RURAL COUNTY GRANT TERMS AND CONDITIONS

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

These reporting requirements must be completed and approved before new funds can be awarded and distributed.

5. **DISTRIBUTION OF FUNDS:** The Contract Amount shall be distributed to Grantee after approval of Grantee's previous year annual report, if applicable, after approval of the current year's application, and after this Contract is fully signed and executed. Grantee shall submit an invoice to the State for payment of the Contract Amount.
6. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, project sites, and other facilities related to projects. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
7. **ACCESS TO DATA:** At State's request, Grantee shall allow State access to data and information about the project in order to assess progress and to ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
8. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.



Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

9. **STATE CONTACT PERSON:** The State designates the Director of Community Grants in the Department of Incentives and Grants or the assigned Grant Manager as the contact person(s) at the Utah Governor's Office of Economic Development and directs them to consult with the Grantee on an ongoing basis. The contact person(s) will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
10. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
11. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract.
12. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the GOED is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOED name and official logo, and other appropriate attribution for the funding made possible by the office.

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ATTACHMENT C: PROJECT PLAN

SCOPE OF WORK:

Here's an overview of our key initiatives and priorities for FY2026-2027

- **Workforce Development & Business Trainings:** As a core focus and essential RCGP activity, we are enhancing local capacity by offering group and individual trainings. Designed in partnership with local educational institutions and the business community, these programs will foster skill development, technology adoption, and best practices to prepare our workforce for high-demand industries. Key priorities include childcare initiatives and the Raising Kane Business Summit.
- **Capital Infrastructure & Economic Planning:** We are prioritizing long-term planning and infrastructure investments, including utilities, transportation, water, downtown and business improvements, and recreational assets to support sustained development. Success will be measured by the number of infrastructure projects completed.
- **Small Business Technical Services & Support (Economic Gardening):** We are focusing resources on growing existing local businesses with strong expansion potential, rather than focusing solely on recruitment.
- **Business Sub-Grants:** Assistance will be available through sub-grants to help local businesses implement growth strategies. Key success metrics include new hires and revenue streams created.

Overall, these initiatives support our broader goal to diversify the local economy, empower entrepreneurs, and facilitate job creation in key sectors such as tourism, recreation, and energy.

DELIVERABLES AND OUTCOME:

Kane County proposes using RCGP funding to strengthen local businesses, support economic diversification, improve infrastructure, and build long-term economic capacity. The program will focus on five primary initiatives:

- **Business Training:** KC will continue providing practical, industry-relevant training for entrepreneurs and businesses at all stages. Building on previous successful programs, KC will partner with regional organizations to leverage resources, share costs, and strengthen regional economic development.
- **Childcare Opportunities:** Expanding accessible childcare to support the local workforce.
- **Economic Development Planning:** Supporting planning efforts to identify local economic opportunities, address community needs, and establish strategic frameworks for business growth, tourism, infrastructure, and future investment.
- **Capital Infrastructure Development:** Investing in critical improvements—including transportation, roads, water, utilities, recreation, public services, and airport facilities—to accommodate increased business activity and encourage private investment.
- **Small Business Incentives & Support:** Assisting entrepreneurs and existing businesses through technical assistance, mentorship, and Small Business Grants to help overcome growth barriers, improve operations, and expand access to financial and professional resources.



Additionally, KC will support community events such as Raising Kane to connect businesses, government entities, and community partners. Together, these initiatives aim to leverage outside resources, foster private investment, and build a more diverse and resilient economy for Kane County.

TIMELINE:

July 1, 2026 - June 30, 2027

BUDGET:

			\$ 200,000.00
Count	Economic Development Project or Activity	Total Estimated Cost	Quantity of Grant Funds to be Used
1	Business Training and Workforce Development	\$ 56,000.00	\$ 40,000.00
3	Community Driven Economic Development	\$ 70,000.00	\$ 20,000.00
4	Economic Development Related Capital	\$ 229,035.05	\$ 40,000.00
5	Small Business Incentives; Childcare, Technical Services, and Support	\$ 20,000.00	\$ 100,000.00
		\$ 375,035.05	\$ 200,000.00

Business Training and Workforce Development: Kane County is dedicating \$40,000 in RCGP funds to business training and workforce development activities. These training sessions will be conducted in collaboration with educational and workforce development partners. Southwest Technical College, located in Kanab, will provide an estimated \$16,000 in matching funds with customized training support and meeting space. This will bring the anticipated total investment in workforce training to \$56,000. Other educational partners may participate as needed through additional cash and in-kind contributions.

Community-Driven Economic Development Planning: Kane County will dedicate \$20,000 in RCGP funds to community-driven economic development planning, with an estimated \$50,000 in matching funds, for a total anticipated investment of \$70,000. Planning projects will be solicited through a competitive Request for Proposals (RFP) process and evaluated based on established economic development priorities. Projects will be reviewed and recommended by the Kane County Economic Opportunity Advisory Board (CEO Board) and will require final approval by the Kane County Commission.

Capital Infrastructure Development: Kane County will dedicate \$40,000 in RCGP funds to capital infrastructure projects, supported by an estimated \$189,035.05 in matching funds, for a total anticipated investment of \$229,035.05. Capital infrastructure represents a significant and cost-intensive component of Kane County's economic development strategy. Projects will be competitively solicited and evaluated through a formal grant application and screening process. Awards will require approval by both the CEO Board and Kane County Commission. All activities are conducted in compliance with Kane County and state policies for expending funds. Matching contributions from project applicants will be documented, accounted for, and reflected in final program reporting.



Business Technical Services, Economic Gardening, Childcare, and Business Subgrants:

Kane County will dedicate \$100,000 in RCGP funds to business technical services and support, Economic Gardening, childcare initiatives, and business subgrants. These activities are expected to generate at least \$100,000 in matching funds, resulting in a minimum total investment of \$200,000. All programs and small business support activities will be subject to review and approval by the CEO Board and Kane County Commission. Matching contributions will be documented and included in program reporting.

Kane County will absorb the administrative costs associated with administering the RCGP and will not include those costs as part of the program budget. The County remains committed to directing RCGP resources toward direct economic development programming and activities that provide measurable benefits to businesses, workers, and communities throughout Kane County. Total proposed RCGP investment: \$200,000, with at least \$355,035.05 in identified matching funds, for a minimum combined investment of \$555,035.05.



ATTACHMENT D: COUNTY ECONOMIC OPPORTUNITY ADVISORY BOARD

"CEO Board" means a County Economic Opportunity Advisory Board as described in Utah Code Section 63N-4-803.

Each rural county that seeks to obtain an RCG shall create a CEO Board composed of at least the following members appointed by the county legislative body:

- a county representative,
- a representative of a municipality in the county,
- a workforce development representative,
- a private-sector representative, and
- a member of the public who lives in the county

The county legislative body may also appoint additional members with experience or expertise in economic development matters. In appointing members of the CEO Board, the county legislative body may consider gender and socioeconomic diversity.

Each CEO Board shall assist and advise the county legislative body on:

1. applying for a RCG,
2. what projects should be funded by grant money provided to a Rural County under the program, and
3. preparing reporting requirements for grant money received by a Rural County under the program.

CEO Boards are subject to Utah Code § 52-4-101 through 52-4-305 and are expected to abide by ethics in governance and conflict of interest practices.

For the purposes of this Rural County Grant program, County elected officials shall not be appointed to, or serve on, County Economic Opportunity Advisory Boards. GOED may withhold grant funding if an elected county official serves on, or served on, a County Economic Opportunity Advisory Board during the term of this Contract.

Appointment and Terms of CEO Board Members

1. Appointment and Terms:
 - a. The county legislative body shall appoint each new member or reappointed member to a four (4)-year term. It is encouraged that an appointed member of the CEO Board be limited to serving two (2) consecutive terms.
 - b. The county legislative body shall, at the time of appointment or reappointment, adjust the length of terms to ensure that the terms of CEO Board members appointed by the county legislative body are staggered so that approximately half of the appointed CEO Board members are appointed every two (2) years.
2. The CEO Board shall elect a chair of the advisory board. It is encouraged that a CEO Board Chair serves for no more than two (2) consecutive years.
3. The CEO Board shall elect annually a vice chair from the advisory board's members.
4. If a vacancy occurs in the CEO Board membership for any reason, the county legislative body shall appoint the replacement for the unexpired term.
5. A majority of the CEO Board constitutes a quorum for the purpose of conducting advisory board business and the action of a majority of a quorum constitutes the action of the advisory committee.



ITEM # 6

Discuss/Vote on Acceptance of MOU
(Memorandum of Understanding) with BLM
(Bureau of Land Management) as Kane County
Being Designated as a Cooperating Agency for
Grand Staircase Escalante Planning Area



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office

440 West 200 South, Ste. 500

Salt Lake City, Utah 84101



October 7, 2026

Re: Invitation to Participate as a Cooperating Agency for the Southern Utah Resource Management Plans

The Bureau of Land Management (BLM) Utah State Office, in coordination with the Grand Staircase-Escalante National Monument/Kanab Field Office and the Monticello Field Office, is initiating environmental analysis under the National Environmental Policy Act (NEPA) for the Southern Utah Resource Management Plans (RMP) and associated Environmental Impact Statement (EIS). The BLM will prepare one EIS and two RMPs. The RMPs will replace the Grand Staircase-Escalante National Monument RMP (2025), as amended, and the Bears Ears National Monument RMP (2025). The planning area encompasses approximately 2.9 million acres of public land within Kane County, Garfield County, and San Juan County, Utah.

Because your agency possesses jurisdiction by law and/or special expertise relevant to the planning effort, we invite you to participate as a Cooperating Agency in the development of these RMPs.

Cooperating Agency status provides an opportunity for government partners to engage early and substantively in the NEPA process. The BLM will serve as the lead federal agency, consistent with NEPA, Department of the Interior regulations (43 CFR Part 46), and associated policies. This invitation reflects our recognition of the value your agency would bring to the project through your expertise, authorities, and relationship to resources potentially affected by this action.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Utah State Office

440 West 200 South, Ste. 500

Salt Lake City, Utah 84101



If your agency elects to participate, please review the attached Memorandum of Understanding which outlines the roles and responsibilities of BLM and the Cooperating Agency, and fill out Exhibit A and B and sign Section VIII.

Thank you for your consideration. We look forward to working with you.

Sincerely,

Christina Price

Acting State Director

Enclosure

1- Memorandum of Understanding

cc:

Marie McGann (mmcgann@blm.gov)

Acting District Manager

Canyon Country District Office

Harry Barber (hbarber@blm.gov)

District Manager

Paria River District

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE
AND THE
Kane County
REGARDING DEVELOPMENT OF THE
SOUTHERN UTAH RESOURCE MANAGEMENT PLANS
NATIONAL ENVIRONMENTAL POLICY ACT ANALYSIS

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's Utah State Office, in coordination with Grand Staircase-Escalante National Monument/Kanab Field Office and Monticello Field Office ("BLM") and Kane County ("Cooperator"), collectively referred to as "the Parties." The purpose of this partnership is to conduct environmental analysis and prepare documentation for compliance with the National Environmental Policy Act (NEPA), including Pre-NEPA documents, for the development of an Environmental Impact Statement for the Southern Utah Resource Management Plans.

The BLM serves as the lead federal agency for the development of NEPA analysis. The BLM acknowledges that the Cooperator possesses jurisdiction by law and/or special expertise relevant to the effort as defined in 42 U.S.C. § 4336e and 43 CFR § 46.225.

II. Purpose

The purposes of this MOU are:

- A. To designate Kane County as a Cooperating Agency.
- B. To provide a framework for cooperation and coordination that ensures the timely, efficient, and thorough completion of the NEPA process.
- C. To recognize the BLM's responsibility for the content of NEPA documents and BLM decision (ROD or DR).
- D. To describe the respective responsibilities, jurisdictional authorities, and expertise of each Party.

III. Authorities

The Parties enter this MOU under the following authorities:

- A. National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.).
- B. Department of the Interior NEPA Regulations (43 CFR Part 46) and DOI NEPA Handbook (516 DM 1).
- C. Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701 et seq.).

IV. Roles and Responsibilities

A. BLM Responsibilities (Lead Agency)

- A. **Final Content Control:** The BLM is responsible for completing the NEPA processes, as well as the preparation, content, and quality control of all NEPA documents and supporting information consistent with applicable laws and regulations.
- B. **Meaningful Involvement:** The BLM will involve the Cooperator in developing alternatives, identifying effects, selecting preferred alternatives, and determining mitigation measures.
- C. **Timing and Schedule:** The BLM is responsible for ensuring the NEPA analysis is completed within the timeframe and page limits required by relevant laws, regulations, and policies.
- D. **Consideration of Input:** The BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the NEPA process to the fullest extent possible consistent with its responsibilities as lead agency, giving particular consideration to those topics for which the Cooperator possesses jurisdiction by law or special expertise
- E. **Information Sharing:** The BLM will provide copies of technical reports, data, and working drafts relevant to the Cooperator's responsibilities in consideration of the effect such releases may have on the BLM's ability to withhold information from other parties.
- F. **Communication:** The BLM will ensure timely communication regarding the development and review of the NEPA document. Communication may include, but is not limited to, conference calls, in person or virtual meetings, and emails.

B. Cooperating Agency Responsibilities

- A. **Expertise and Data:** The Cooperator will provide technical expertise, comments, and data within its jurisdiction or expertise, including information on plans and policies relevant to the NEPA or planning process.
- B. **Active Participation:** Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities associated with the planning process. These activities may include, but are not limited to, providing guidance on public involvement strategies, identifying data needs, formulating alternatives, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the NEPA and supporting documents.
- C. **Schedule Adherence:** The Cooperator will consult with the BLM to meet the established schedule and elevate any issues that may cause delays to the BLM as soon as practicable. Extensions of time for the Cooperator to provide input and comments are unlikely due to statutory deadlines.
- D. **Conflict Notification:** The Cooperator will notify the BLM of issues or disagreements in a timely fashion.

- E. **Appointment of Representative:** If the Cooperator wishes to appoint an external representative to attend or perform work on their behalf, a Representative Appointment must be completed (Exhibit B) and signed indicating who the Cooperator authorizes and in what capacities. For circumstances of a tribe, a tribal resolution may also accompany the Appointment of a Representative (Exhibit B). The representative is held to the same standards as the cooperator, including A – E above.

C. Agreements of the Parties

- A. **Good Faith:** The Parties agree to participate in this process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the NEPA analysis, the Parties agree to utilize the facilitation and conciliation procedures described below (Section V). Participation as a Cooperating Agency does not diminish the Cooperator's right to comment on the analysis, protest a proposed decision, or appeal a decision nor does it diminish or restrict the BLM's obligation to coordinate with the Cooperator during land use planning under the authority of FLPMA (43 U.S.C. 1712(c)(9)).
- B. **Representatives:** Each Party will designate representatives, as specified in Exhibit A, to ensure coordination between the Cooperators and the BLM during the NEPA process. Each Party may change its representative at will by providing written notice to the other Party.
- C. **Communication:** The Parties agree to communicate in a regular and timely fashion regarding preparation of the NEPA analyses.
- D. **Funding:** Each Party is responsible for funding its own expenses associated with the NEPA process. This MOU shall not obligate any partner to expend funds or involve the agencies in any contract or other obligations for the payment of money.

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.

Nothing in this MOU shall require either Party to assume any obligation or expend any sum in excess of authorization and appropriations available. **Schedule:** The Parties agree to make their best effort to comply with the schedule provided by the Agency, including dates for milestones and timeframes for Cooperators' reviews and comments. If either Party anticipates missing a milestone, that Party should notify the other as soon as

practicable. Parties acknowledge the schedule may or may not be modified if a Party cannot meet a milestone.

- E. **Contractor Restrictions:** Contractors may represent Cooperating Agencies for information sharing but may **not** represent them during any meeting where the team is working toward a decision.

In the event BLM or a proponent retains a contractor for assistance in preparation of the NEPA document, the Cooperator may only coordinate with the contractor through or with approval by the BLM representative. This coordination may include: communicating with the contractor only through BLM's representative; providing information and comments directly to the contractor; or collaborating with contractor's technical staff and subcontractors on matters within the Cooperator's jurisdiction or special expertise. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the applicable contract, and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of this contract.

- F. **Conflict of interest.** The Parties agree not to utilize any individual or organization for purposes of document development, environmental analysis, or Cooperating Agency representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of NEPA project.

V. Conflict Resolution

The Parties will first attempt to resolve disagreements informally. If substantive disagreements (e.g., regarding alternatives or effects analysis) cannot be resolved:

- A. **Conflict Resolution Meetings:** Parties will make every effort to attempt resolution at the lowest levels, beginning with the Team Lead/Subject Matter Experts, and then with the Project Managers and Representatives (Exhibit A). If conflicts remain, the Cooperator may request a formal conflict resolution meeting with the Responsible Official (recommended limit of one per quarter). Outcomes of conflict resolution efforts will be documented in the project file.
- B. **Alternative Dispute Resolution (ADR):** The Parties may agree to initiate ADR or retain an independent facilitator.
- C. **Documentation:** If disagreements remain unresolved, the BLM will include a summary of the Cooperator's views in the project file.

VI. Records and Confidentiality

- A. **Official Record:** All documents generated under this MOU become part of the official BLM project record.
- B. **Freedom of Information Act (FOIA)/Privacy Act:** The BLM will determine the suitability of records for public release based on federal law.
- C. **Non-Disclosure:** The Cooperator agrees that the Cooperator and any contractor working on the Cooperator's behalf will maintain the confidentiality of documents and deliberations during the period prior to the public release of any environmental document, including drafts, to the extent permitted by the FOIA and other applicable law.
- D. **Confidentiality.** Except as required by law, all parties receiving proprietary and/or pre-decisional and deliberative information pursuant to this MOU agree not to disclose, transmit, or otherwise divulge this information (43 CFR § 46.225(d)). Cultural resource location and sensitive tribal information shall be handled under agency policy and protected from public disclosure to the maximum extent allowed by law.

If a law requires either Party to disclose any proprietary and/or pre-decisional and deliberative document to the public, the Party releasing the document shall notify the other Party in advance. The BLM and the Cooperator recognize that applicable public records and open meeting laws may require release of non-exempt documents.

- E. **Sensitive Data:** The Cooperator may, at its discretion, withhold sensitive documents from the BLM that could become prematurely available under FOIA if they are not essential for the record.

VII. Administration

- A. **Authorities not altered.** Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority. This MOU does not alter any other written agreements between the Parties.
- B. **Public process not forfeited.** Nothing in this MOU precludes the Cooperator from participating in all phases of the NEPA and/or planning process generally available to the public, including the ability to seek administrative remedy or judicial review.
- C. **Term:** This MOU is effective upon the last signature and expires upon the issuance of the final Decision Record or Record of Decision.
- D. **Amendments:** Modification requires mutual written agreement of all Parties.

E. **Termination:** Any Party may terminate participation with 30 days' written notice.

VIII. Signatures

All signatories warrant they have the authority to enter into this MOU.

Bureau of Land Management [Name, Title] _____ Date: _____

_____ [Name, Title] _____ Date: _____

IX. Exhibits

- **Exhibit A:** Agency Representatives
- **Exhibit B:** Representative Appointment

Exhibit A: Agency Representatives

Bureau of Land Management

	Name	Title	Phone	Email
Primary Rep				
Back-up 1				
Back-up 2				

Cooperating Agency

	Name	Title	Phone	Email
Primary Rep	Taylor Glover	Gov. Affairs Director	435-689-1670	tglover@kane.utah.gov
Back-up 1	Celeste Meyeres	Commissioner	435-689-0907	cmeyeres@kane.utah.gov
Back-up 2	Patty Kubeja	Commissioner	253-315-1518	pkubeja@kane.utah.gov
Back-up 3	Gwen Brown	Commissioner	435-899-1424	gbrown@kane.utah.gov

Exhibit B: Representative Appointment

Cooperator Kane County authorizes the indicated representative below to perform the following:

☒ attend meetings on behalf of the Cooperator

☒ attend meetings with the Cooperator present

☒ perform tasks on behalf of the Cooperator

☐ make decisions on behalf of the Cooperator

Cooperator Kane County does not authorize the indicated representative below to perform the following:

Make decisions on behalf of the County

Representative Name: Shea Owens

Representative entity, business, interest group: Legal Council

Cooperator Signature

ITEM # 7

Discuss/Vote on Whether to File a Proposed Amicus Brief
in Case #26070008 which Challenges the
Constitutionality of the Recent Preliminary Municipality
Law in Utah

ITEM # 8

Discuss/Vote on Kane County Resolution No.
R 2026-20 A Resolution Appointing a Kane
County Representative and Alternate
Representative for the UCIP Annual
Membership Meeting

KANE COUNTY RESOLUTION NO. R-2026-20

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

WHEREAS the Governing Body of Kane County, Utah, is the proper authority to appoint a qualified person to act as the official representative for Kane County at the Utah Counties Indemnity Pool (UCIP) Membership Meeting to be held on November 18, 2026; and

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

NOW THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY OF KANE COUNTY, UTAH HEREBY

Appoints Commissioner Patty Kubeja as the official Kane County representative for the Utah Counties Indemnity Pool Membership Meeting to be held on November 18, 2026 with Commissioner Gwen Brown as an alternate representative.

ADOPTED this 13th day of October 2026.

Gwen Brown, Chair
Board of Commissioners
Kane County

ATTEST:

CHAMEILL LAMB
Kane County Clerk

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

ITEM # 9

Discuss/Vote on Sand Caves Parking Lot-Double Vault
Restroom Facility Cooperative Maintenance Agreement
Between UDOT and Kane County



UDOT

Cooperative Maintenance Agreement	Description: US-89; Sand Caves Parking Lot – Double Vault Restroom Facility Local Agency: Kane County	Date Executed
--	--	---------------

THIS AGREEMENT is made and entered on _____ (“Effective Date”), by and between the UTAH DEPARTMENT OF TRANSPORTATION (“UDOT”), and Kane County (“Local Agency”) (collectively, the “Parties”).

RECITALS

- A. UDOT owns a right-of-way on US-89, located partially in Kane County, Utah.
- B. UDOT and Local Agency previously entered into an agreement, dated 12/5/2022 (attached and incorporated as Exhibit A), in which the Local Agency installed and maintains a parking lot at approximately MP-69.6.
- C. The Local Agency wishes to install a double-vault restroom facility in the northwest corner of the parking lot (“License Area”) (“License Activities”) (attached and incorporated as Exhibit B).
- D. This Agreement is made to set forth the Parties’ roles and responsibilities for the License Activities.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated herein, and for other good and valuable consideration, which the Parties agree is sufficient, the Parties agree as follows:

1. **License.** Subject to the terms in this Agreement, UDOT provides the Local Agency and its agents, employees, consultants, contractors, subcontractors, guests, and invitees (collectively, the Local Agency’s Associates”), without warranty, a non-exclusive license to the License Area for the sole purpose of conducting the License Activities as depicted in Exhibit B. The Local Agency shall use its best and most diligent efforts to minimize any inconvenience or disturbance to any and all users of the License Area. This Agreement does not convey any interest in real property.
2. **License Activities.** The Local Agency shall perform the License Activities following UDOT standards. The Local Agency shall, at all times, properly maintain the restroom facilities in a clean and sanitary condition. The Local Agency shall post signage providing contact

information for the Local Agency (or its contractor) if the restroom facilities need attention, and the Local Agency shall promptly respond to such requests. UDOT shall not be responsible for maintaining the restroom facilities.

3. **Maintenance and Restoration of the UDOT Right of Way.** The Local Agency, at its sole cost and expense, shall promptly repair, to UDOT's satisfaction, any damage caused by the Local Agency or the Local Agency's Associates, to UDOT property and UDOT's improvements on said property (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, lighting, or buildings) caused by the Local Agency and/or the Local Agency's Associates, and shall restore the UDOT property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the UDOT property by the Local Agency or its Associates.

If the Local Agency does not maintain the License Area, UDOT will notify the Local Agency. If the Local Agency does not perform, within 30 days, the maintenance work that UDOT requests, UDOT may perform the work, and the Local Agency shall promptly reimburse UDOT for any expenses incurred. Division of jurisdiction and responsibilities for state highways shall be in accordance with Utah Code § 72-3-109 and applicable rules.

4. **Expenses.** The Local Agency will construct and maintain the License Activities during the term of this Agreement at its sole cost and expense. The Local Agency accepts maintenance responsibility for all systems of the project including the clearing of debris, weed control, trash, and maintaining drainage, fence, walls, and pavement section. UDOT shall not be responsible for any funding for construction or maintenance of the License Activities.
5. **Encroachment Permit.** The Local Agency must obtain an encroachment permit from UDOT for the License Activities and for any maintenance activities within the UDOT right of way, per Utah Administrative Code R930-6. Any traffic control must be implemented according to the MUTCD guidelines.
6. **Transportation Purposes.** Upon request by UDOT and in connection with UDOT's transportation purposes, the Local Agency shall remove and /or relocate the restroom facilities at the Local Agency's sole expense within a reasonable time acceptable to UDOT.
7. **UDOT Ownership.** This Agreement conveys to the Local Agency no interest in, title to, or right to possession of the License Area.
8. **Snow Removal.** UDOT reserves the right to use the entire non-travelled portion of the right-of-way for snow storage. Furthermore, UDOT will not be held responsible for damage to the Local Agency's facilities caused by snow removal operations.

9. **Utilities.** The Local Agency shall avoid utilities that may be affected by the License Activities. If the utilities cannot be avoided, such utilities shall be relocated at the Local Agency's sole expense.
10. **Term.** The initial term of this Agreement will be ten (10) years; then at the end of the ten (10) year period it will be automatically renewed by five (5) year increments unless written notice of termination is given to UDOT by the Local Agency as per Paragraph 11.
11. **Termination.** This Agreement may be terminated as follows:
- a. By mutual agreement of the parties, in writing;
 - b. By either UDOT or the Local Agency for the other party's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the performing party. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination. The Agreement will not terminate if the party receiving the notice commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such time period, then the non-breaching party may send a notice of termination and this Agreement will terminate immediately upon delivery of such notice. If the Local Agency terminates the Agreement, the Local Agency shall be responsible for all the costs that UDOT incurs prior to the termination, less any costs directly attributable to a default by UDOT; or
 - c. By UDOT for the convenience of UDOT upon delivery of a written notice to the Local Agency, and UDOT will be responsible for the reasonable costs that the Local Agency incurs for the License Activities before receiving notice of the termination of the Agreement.
12. **Insurance and Security.** During the construction of the License Activities, the Local Agency shall maintain, at the Local Agency's sole expense (or shall cause any contractors, developers, and related parties to maintain at their sole cost) a policy of comprehensive general liability insurance in a scope and amount sufficient to address the risk of claims that may arise in connection with the License Activities. The Local Agency (or other party obtaining insurance) shall name UDOT as an additional insured on such policy and shall not permit a lapse in coverage and shall promptly provide UDOT with information concerning such policy upon request.
13. **Liability.** The Local Agency agrees to hold harmless, defend, and indemnify UDOT, its officers, employees, and agents ("Indemnities") from and against all claims, suits, and costs, including attorneys' fees, for injury or damage of any kind, arising out of the Local Agency's negligent acts, errors, or omissions in the performance of this Agreement, and from and against all claims, suits and costs, including attorneys' fees, for injury or damage of any kind arising out of Indemnities' failure to inspect, correct, or otherwise address any defect, dangerous condition, environmental damage, or other condition created by or resulting from the Local Agency's negligent acts, errors, or omission in the performance of this agreement. Both parties are governmental entities of the State of Utah, and nothing herein shall be interpreted as waiving the damage limitations or any

other provision of the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101, *et seq.* Nothing in this Agreement is intended to create additional rights to third parties. This paragraph shall survive termination of the Agreement. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such party can enforce such rights at any time.

14. General Terms. The following terms apply to this Agreement:

- a. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT: UDOT 210 West 800 South Richfield, UT 84701 Attention: Region 4 Director With a copy to: Assistant Attorney General (UDOT) 4501 South 2700 West Box 148455 Taylorsville, UT 84129	To Local Agency:
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- b. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.
- c. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

- d. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

IN WITNESS WHEREOF, the Parties have caused an authorized representative to execute this Agreement as of the Effective Date.

For UDOT:

For Local Agency:

Name:

Title:

Date:

Name:

Title:

Date:

ITEM # 10

Discuss/Vote on Abatements and Credits

Kane County, Utah

Abatement Summary

As of: 10/07/2026

Abatement Type	Count	Abated Value	Abatement Amount
Tax Area 01_01 - E OF KANAB SUBDIVISIONS			
CircuitBreaker		\$87,902	\$598.26
Total for Tax Area 01_01 - E OF KANAB SUBDIVISIONS		\$87,902	\$598.26
Tax Area 02 - KANAB CITY			
Blind		\$34,499	\$295.17
CircuitBreaker		\$5,314,271	\$45,468.90
County		\$2,183,692	\$18,683.67
MarketCircuitBreaker		\$2,760,929	\$23,622.51
Veteran		\$12,649,183	\$108,226.41
Total for Tax Area 02 - KANAB CITY		\$22,942,574	\$196,296.66
Tax Area 03 - ORDERVILLE TOWN			
CircuitBreaker		\$936,696	\$7,649.06
County		\$244,476	\$1,996.39
MarketCircuitBreaker		\$259,917	\$2,122.48
Veteran		\$356,541	\$2,911.51
Total for Tax Area 03 - ORDERVILLE TOWN		\$1,797,629	\$14,679.44
Tax Area 04 - GLENDALE TOWN			
CircuitBreaker		\$32,960	\$262.00
County		\$65,403	\$519.89
MarketCircuitBreaker		\$56,208	\$446.80
Veteran		\$1,156,348	\$9,191.81
Total for Tax Area 04 - GLENDALE TOWN		\$1,310,920	\$10,420.50
Tax Area 05 - ALTON TOWN			
CircuitBreaker		\$55,440	\$481.77
Total for Tax Area 05 - ALTON TOWN		\$55,440	\$481.77
Tax Area 06 - COUNTY OUTSIDE			
CircuitBreaker		\$93,394	\$635.64
Veteran		\$164,602	\$1,120.28
Total for Tax Area 06 - COUNTY OUTSIDE		\$257,996	\$1,755.92
Tax Area 07_01 - BRYCE WOODLAND AREA SUBDIVISIONS			
CircuitBreaker		\$122,686	\$835.00
MarketCircuitBreaker		\$40,411	\$275.04
Veteran		\$725,503	\$4,937.77
Total for Tax Area 07_01 - BRYCE WOODLAND AREA SUBDIVISIONS		\$888,600	\$6,047.81
Tax Area 09_01 - N OF KANAB SUBDIVISIONS			
CircuitBreaker		\$128,404	\$873.92
Total for Tax Area 09_01 - N OF KANAB SUBDIVISIONS		\$128,404	\$873.92
Tax Area 10 - BIG WATER			
CircuitBreaker		\$227,495	\$2,172.80
MarketCircuitBreaker		\$14,973	\$143.01
Veteran		\$3,361,063	\$32,101.51
Total for Tax Area 10 - BIG WATER		\$3,603,531	\$34,417.32
Tax Area 11 - CHURCH WELLS SSD			

Kane County, Utah

Abatement Summary

As of: 10/07/2026

Blind	\$11,500	\$78.27	
CircuitBreaker	\$264,910	\$1,802.98	
Veteran	\$166,939	\$1,136.19	
Total for Tax Area 11 - CHURCH WELLS SSD	\$443,350	\$3,017.44	
Tax Area 12 - EAST ZION SPECIAL SERVICE DIST			
Veteran	\$334,664	\$2,277.72	
Total for Tax Area 12 - EAST ZION SPECIAL SERVICE DIST	\$334,664	\$2,277.72	
Tax Area 15 - CEDAR MOUNTAIN SERVICE DISTRICT			
CircuitBreaker	\$635,763	\$4,327.00	
County	\$116,885	\$795.52	
MarketCircuitBreaker	\$300,887	\$2,047.84	
Veteran	\$4,771,165	\$32,472.55	
Total for Tax Area 15 - CEDAR MOUNTAIN SERVICE DISTRICT	\$5,824,700	\$39,642.91	
Tax Area 18 - VERMILLION CLIFFS SPECIAL SERVICE DISTRICT			
Blind	\$23,000	\$156.54	
CircuitBreaker	\$914,005	\$6,220.72	
County	\$440,272	\$2,996.49	
MarketCircuitBreaker	\$584,658	\$3,979.18	
Veteran	\$5,252,153	\$35,746.15	
Total for Tax Area 18 - VERMILLION CLIFFS SPECIAL SERVICE DISTRICT	\$7,214,088	\$49,099.08	
Summary By Abatement Type			
Abatement Type	Count	Abated Value	Abatement Amount
Blind	6	\$68,999	\$529.98
CircuitBreaker	98	\$8,813,925	\$71,328.05
County	44	\$3,050,728	\$24,991.96
MarketCircuitBreaker	68	\$4,017,984	\$32,636.86
Veteran	133	\$28,938,159	\$230,121.90
Total All Tax Areas	349	\$44,889,796	\$359,608.75

ITEM # 11

Financial Update

Kane County 2026

July Financial Update

General Fund

This fund includes activities related to general government, public safety, public health, highways and public improvements (noxious weed control), and community & economic development.

110

Revenues



Expenditures



Library Fund

This fund provides funding for the Bookmobile, county resident library cards, Kane Education Foundation programs, and STEM activities.

113

Revenues



Expenditures



Trails Fund

Current projects include East Zion Trails, Robinson Canyon Trail, Shooting Range Improvements, and general trail maintenance.

220

Revenues



Expenditures



B & C Road Fund

Current projects Skutumpah road paving and general road maintenance.

221

Revenues



Expenditures



Task Force Fund

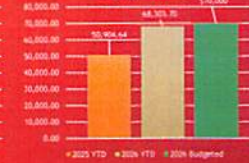
Task force activities funded through a state grant.

222

Revenues



Expenditures

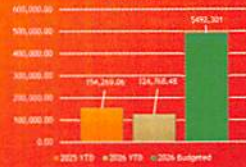


Enhanced 911 Fund

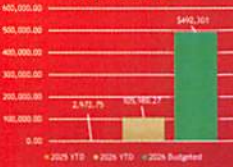
Activities related to 911 emergency services. Budgeted projects for 2026 include upgrades to mapping program. 911 fund also funds salary and benefits for one dispatcher.

223

Revenues



Expenditures



Major Crimes & Drug Task Force Fund

This fund is used to pay the salary and wages of deputies over the task force.

224

Revenues



Expenditures



Discretionary Fund

This fund supports law enforcement activities such as the annual tracking class.

225

Revenues



Expenditures



Economic Development Fund

State funded grant program to support economic development.

227

Revenues



Expenditures

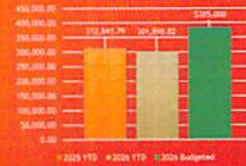


1% Restaurant Tax Fund

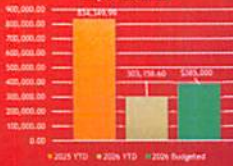
This fund is used to support activities related to tourism such as bond payments and maintenance of facilities related to tourism.

228

Revenues



Expenditures



Victims Advocate Fund

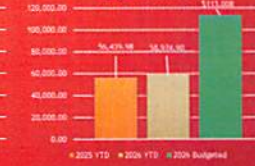
This fund supports the activities related to providing services to victims of crimes related to abuse.

229

Revenues



Expenditures



Grant Reimbursement Fund

This fund is used to receive and expend grant funds.

241



Capital INP/SITLA Fund

This fund is used for consultants and the RS2477 litigation.

243



Recovery Court Fund

This fund is used to support activities related to the recovery court such as treatment and testing.

244



Search and Rescue Support Fund

This fund supports activities related to search and rescue efforts in Kane County.

246



Public Safety Fund

This fund supports activities related to the services provided at the Kane County Public Safety Facility (Jail).

248

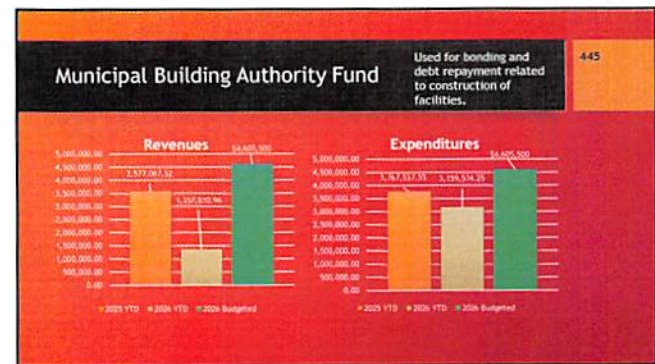
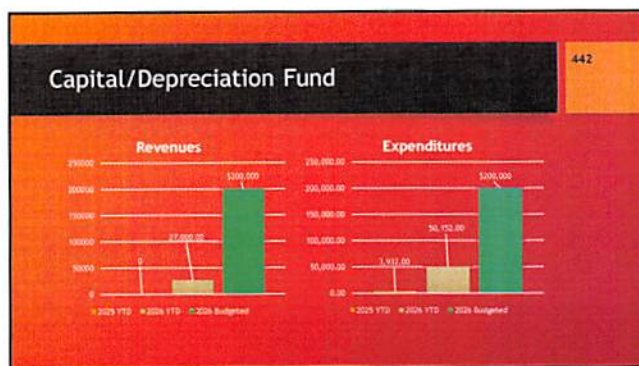
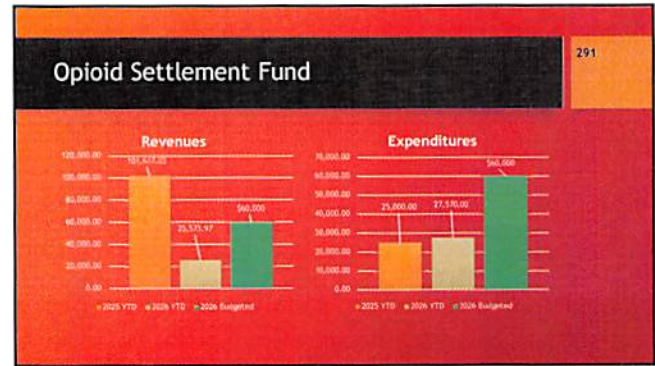
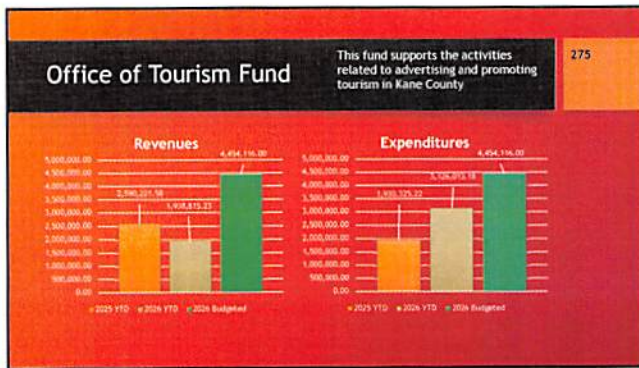
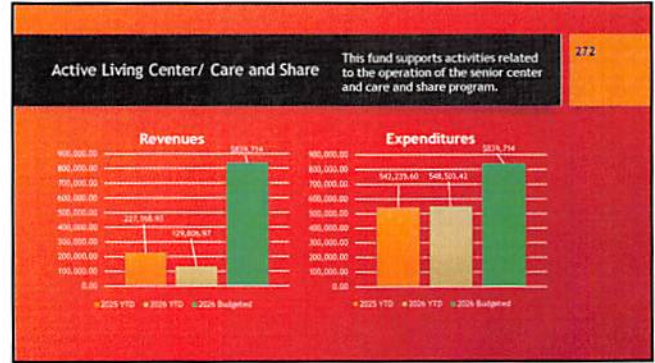
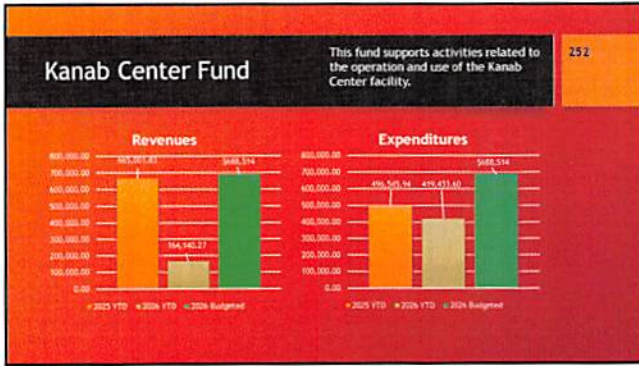


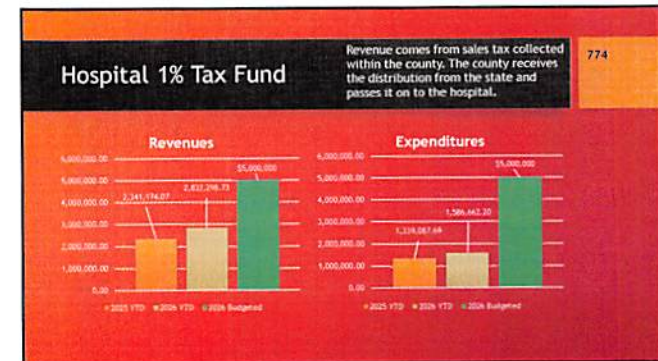
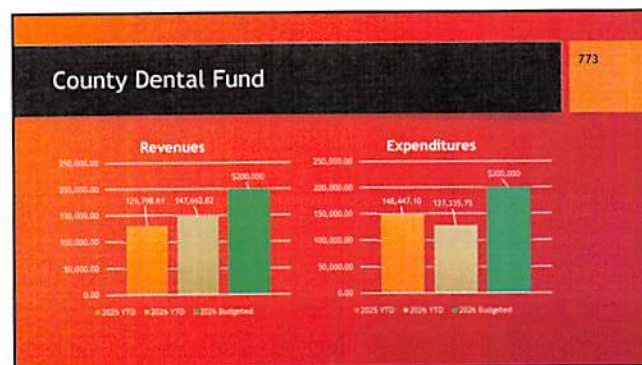
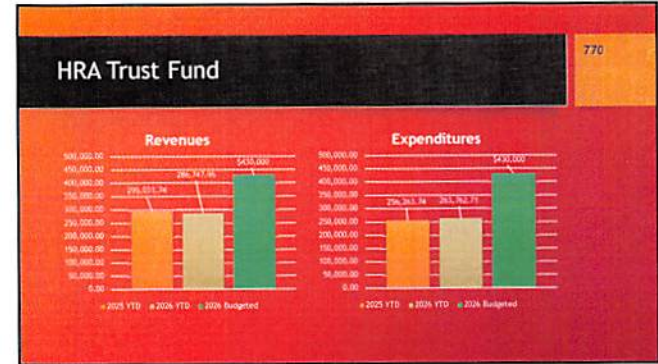
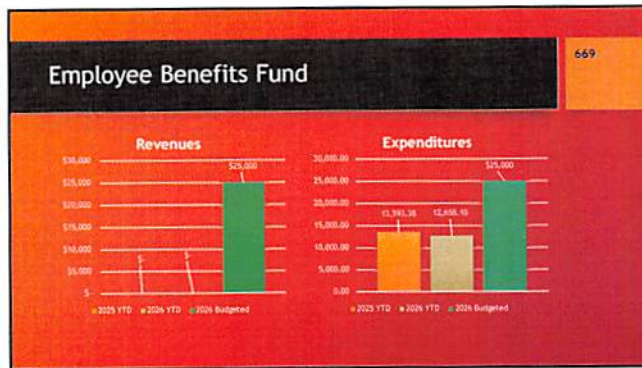
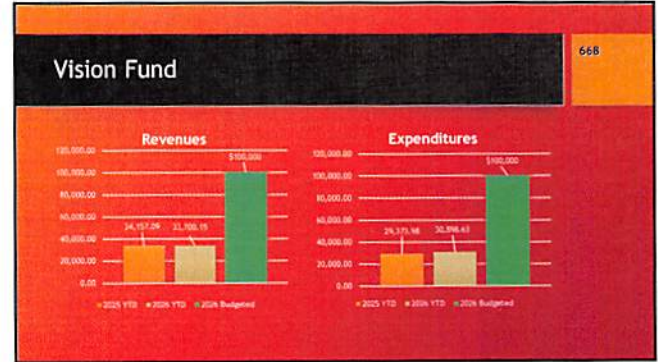
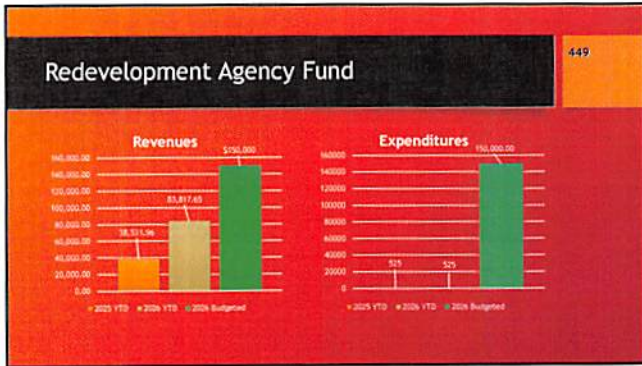
TRT Fund

This fund supports tourism related mitigation. Current projects are Johnson Canyon and Mountain View Drive road improvements.

250







ITEM # 12

Review of Legislative Issues

ITEM # 13

Commissioner Report on Assignments