

**COMMISSION MEETING  
PACKET**

**DATE:**

**June 22, 2021**



# NOTICE AND AGENDA OF A MEETING OF THE KANE COUNTY COMMISSION

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**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 St., Kanab Utah on **Tuesday June 22, 2021** at the hour of **10:00 a.m.** with a special Closed Session beginning at 9:30 a.m.

**WE WELCOME EVERYONE TO ATTEND ELECTRONICALLY BY PHONE.**  
**CALL IN INFORMATION: Meeting call in # 435-676-9000 participant code 168030#**  
**(This is a local call within the South Central service area)**

**CLOSED SESSION: (9:30)**

- Discussion and strategy session regarding pending or reasonably imminent litigation

**CALL MEETING TO ORDER (10:00)**

**WELCOME**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT:** Three (3) Minute Time Limit per Speaker for Public Comments

**CONSENT AGENDA:**

Check Edit Report:

Approval of: Commission Meeting Minutes for June 8, 2021

**REGULAR SESSION:**

1. **Public Hearing Regarding Appointing New Board Member to KCWCD/Commissioner Heaton**
2. **Kane County Resolution No. R-2021-18 a Resolution Appointing a New Board Member to KCWCD/Commissioner Heaton**
3. **Kane County Resolution No. R-2021-19 a Resolution Appointing Aaron Bonham as a new Board Member for the Planning & Zoning Commission Board/Commissioner Heaton**

4. **Kelvin Smith, Civil Science Engineering-Shannon McBride/Commissioner Heaton**
5. **Discussion and Approval Kane County Ordinance No O 2021-19 An Ordinance Vacating a Portion of County Road K6140-Shannon McBride/Commissioner Heaton**
6. **Amending a Subdivision: Torres-Shannon McBride/Commissioner Heaton**
7. **Approval of Subdivision Final Plat: Sunflower Valley Estates-Shannon McBride/Commissioner Heaton**
8. **Approval of Subdivision Final Plat: Crimson Cliffs Estates Phase 2-Shannon McBride/Commissioner Heaton**
9. **Discussion on Kane County Land Use Ordinance 9-10-19: Industrial Hemp, as a Result of HB 171-Shannon Heaton/Commissioner Heaton**
10. **Approval to Dispose of Kane County Travel Council Surplus Equipment-Camille Taylor/Commissioner Chamberlain**
11. **Review and Approve Kane County Certified Tax Rates for 2021 -Karla Johnson/Commissioner Chamberlain**
12. **Review and Approve the Kane County Fraud Risk Assessment-Karla Johnson/Commissioner Chamberlain**
13. **Discussion and Approval of Kane County Ordinance No. O 2021-23 An Ordinance Establishing the Kane County Constitutional Defense Council / Commissioner Heaton**
14. **Discussion and Approval of Kane County Resolution No. R 2021-15 A Resolution Amending the Kane County Employee Handbook Regarding the Kane County Pilot Car / Commissioner Chamberlain**
15. **Discussion and Approval of Kane County Resolution No. R 2021-16 A Resolution Approving the Kane County Pilot Car Release of Liability Form / Commissioner Chamberlain**
16. **Discussion and Approval of Kane County Resolution No. R 2021-17 A Resolution Recognizing and Establishing June 19<sup>th</sup> as Juneteenth National Independence Day and as a Federal and Local Holiday / Rhonda Gant**

**17. An Outdoor Recreation Grant for Mountain Bike Trails with the BLM in the Chocolate Cliffs Located East of Kanab-Kelly Stowell/Commissioner Chamberlain**

**Reports:**

**County Commissioners-  
Justice Court Judge -  
County Assessor -  
County Attorney -  
County Clerk Auditor -  
County Recorder -  
County Sheriff -  
County Treasurer-  
Human Resource Director -  
IT Director-  
Land Use Department -  
Office of Tourism Director -  
Road Supervisor -  
Senior Center Director -**

**Additional Closed Session if necessary:**

- 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 Karla Johnson 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

Minutes of:

Commission Meeting June 8, 2021

**MINUTES  
OF THE KANE COUNTY  
BOARD OF COMMISSIONERS' MEETING  
June 8, 2021  
IN THE KANE COUNTY COMMISSION CHAMBERS,  
76 NORTH MAIN, KANAB, UTAH**

Present: Chairman Andy Gant, Commissioner Brent Chamberlain, Commissioner Wade Heaton, Attorney Rob Van Dyke (telephonically), Sheriff Glover, Clerk/Auditor Karla Johnson and, Deputy Clerk/Auditor Candice Brown

Also Present: Rhonda Gant, Kresta Blomquist, Alan Aldridge, Bert Harris, Jerica Bauer, Kevin Blomquist

**CALL MEETING TO ORDER:** Commissioner Gant

**INVOCATION:** Commissioner Chamberlain

**PLEDGE OF ALLEGIANCE:** Commissioner Heaton

**WELCOME:** Commissioner Gant

**PUBLIC COMMENT:**

Three (3) Minute Time Limit per Speaker for Public Comments

**CONSENT AGENDA:**

Check Edit Report:

Approval of: Commission Meeting Minutes for May 25, 2021

**Motion** to approve the Consent Agenda including the Commission Meeting Minutes for May 25, 2021 made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

## **REGULAR SESSION:**

### **1. Nick Shrope Recognition-Sheriff Tracy Glover/Commissioner Gant**

Sheriff Glover said that we are here to recognize Nick Shrope. Nick is 16 years old and was at the right place at the right time out by the Jackson Flat Reservoir, when a local member of our community had a major medical event. Nick recently took the CPR course for his duties as a lifeguard. Nicks actions that day saved the life of another and contributed to a future quality of life he would not of otherwise enjoyed.

### **2. Permission to Close the Main Road through Duck Creek Village for July 3, 2021 for Independence Day Parade-Samantha Stadlander/Commissioner Heaton**

Commissioner Heaton said that they usually have the 4<sup>th</sup> of July parade through the main street in Duck Creek. In the past they have asked permission to close the road temporarily for a couple hours while they did the parade.

Sheriff Glover said they usually call them around the time of the event. He said it's a little tricky because they are spread thin right now. It usually takes 2-4 people to make it work. Sheriff said that he has talked to Sam to have them try and get more volunteers and less law enforcement because if something happens we are gone. He said they would help where they can. Sheriff said that the reason they bring it to Commission is that if you are going to close a county road for a period of time the Commission needs to give them permission.

**Motion** to allow Duck Creek Village Association to temporarily close Movie Ranch Road through the village for the 4<sup>th</sup> of July parade at the discretion of the Sheriff made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

**3. Update on Navajo Lake from Richard Hepworth with the Division of Wildlife/Commissioner Heaton**

Richard Hepworth gave an update on Navajo Lake. He said that the fishery is in really bad shape and has been for a few years. There is Utah Chub in there and they have been in there for 50+ years. They have never been able to eradicate them and they have made numerous attempts to. The most recent being in 1997, they did a treatment up the lake to try and get rid of them. Richard said the good news was that they made it over 20 years before the fishery actually got to this point again, that the trout just can't survive. Richard said that they are looking at going in and doing a treatment this fall at Navajo Lake. He said that these projects always have the potential to become controversial. The first step is coming here and informing the Commissioners that they are going to start down this road this summer by holding public meetings to inform the public. If it becomes very controversial they will have to take a step back and do some other things before they will be able to move forward.

Commissioner Chamberlain asked what the treatment was going to consist of.

Richard said it's a chemical called Rotenone that will kill every fish in the lake. He said that they do these regularly, but whenever they do them there is some controversy.

Commissioner Heaton asked what the timeline is of reintroduction.

Richard said that they are hoping with to do the treatment in September and then let it go through the winter and get fish back in as soon as the ice is off and they can get vehicles in to do it.

Richard said that Wayne Gustaveson at Lake Powell is retiring at the end of this month. He has been there for over 45 years. Richard also mentioned that there is not a law enforcement officer here in Kane County at the moment. He said that they are down six officers in their region right now and Kevin told Richard that they are looking close to a year before they can replace someone here in Kane County it could go longer but they are hopeful that within a year they will be able to replace the officer here. The last update Richard gave us was that they did finalize the purchase of the property by the UDOT station. They are hopeful that construction on that will begin later this summer. It should bring around 7-15 full time seasonal jobs.

Sheriff Glover said that Wayne Gustaveson had a big impact on Lake Powell over the last 45 years. He said that if you mention Wayne's name in any fishing circle that has ever had any involvement with Lake Powell, he is very well known. Wayne has done a really great job and is a spectacular individual.

Commissioner Chamberlain said that they will probably have some questions with the whole thing with Navajo Lake and if we have information upfront then we can answer it.

Richard said that he would be putting together some fact sheets and additional information that he would email to the Commissioners.

#### **4. Convert Part Time Employee at Records Office to Full Time Employee/Commissioner Chamberlain**

Commissioner Chamberlain said that we started last year with the approval of a part time position for the Records Office and then there was a confusion about the fact that the money didn't get budgeted. VerJean is requesting that the position be converted from part time to full time based upon work load. Commissioner Chamberlain said that he is recommending that we go ahead and go with the conversion of the part time position to a full time. He said that if we approve the position today we need to understand that they are going to fill the position and then we will get the money shifted over there in the next budget opening.

Commissioner Heaton said that he does have a concern. We clearly need this position now but if we get to a point that we don't need it, it will be very hard to reduce. He

said that he was still going support this but he does still have that reservation and isn't sure how to address it.

Commissioner Chamberlain said in this case the part time position was approved to start the process of digitizing. They are years and years behind digitizing all the documents.

VerJean said they have enough work for 2-3 fulltime people to last 10-20 years.

**Motion** to approve converting the part-time position that is budgeted into a new full-time position in the budget and authorize the hiring of that position posthaste made by Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

**5. Kane County Ordinance No. O-2021-22 an Ordinance Amending Title 4, Health and Public Safety Chapter 2, Fire Protection of the Kane County, UT Code of Ordinances-Alan Aldredge/Commissioner Gant**

Alan Aldredge said that the current ordinance is about 3-4 small paragraphs and that they have been wanting to make it a more robust ordinance. He said what they have added to the ordinance is more less language right out of the state code. They tried to add that in rather than having people go to different codes throughout the state and to decide what they can and can't do. They tried to differentiate that right in the ordinance so that it is all in one spot.

Commissioner Heaton said that we are just adding language in that is already state code to make it easier for people to find it. He said that this doesn't necessarily authorize or change any authorities, which was kind of his concern. He gets nervous when un-elected officials have a lot of authority over people and the ability to make policy that drastically affects people's lives, he was worried that was the direction it was going but Sheriff Glover has a lot of input on this and is an elected official.

Commissioner Gant said for all things fire we have a great crew and there is a good chain in command. He said that he trusts that Sheriff Glover and Alan Alldredge are heading in the right direction.

Attorney Van Dyke said the Ordinance needs two small technical changes. He said starting with section 4-2-3 everything from there on needs to be underlined because it is new and then we need to add our standard language that underlines our addition and strike through the deletions.

**Motion** to approve Kane County Ordinance O-2021-22 Amending Title 4 Part of the Fire Protection of the Kane County Code of Ordinances with the two adjustments/conditions that Attorney Van Dyke mentioned made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

**6. Adopting the Tax Sale and Approving Minutes of the Tax Sale-Karla Johnson/Commissioner Chamberlain**

Karla said this is the biggest tax sale we have ever had and the bids were a lot higher than normal. It took three hours to do the sale and each department sent someone to help with it. Karla said that last time she asked permission to withdraw seven parcels, of those we only had to withdraw two.

Kevin Blomquist said that it operated very smoothly. Everyone was prepared and we only had to wait for one person to go to St. George.

Karla said the people loved that it was outside and that they would like it that way in the future also.

Attorney Van Dyke said that because there were so many parcels this year that were sold above the past due taxes and administrative fees and what not, we need to really make sure we take a look at the County Ordinance regarding what to do with those funds. We have our own Ordinance set up where we send the notice to the property owner and any potential lien holders and then wait for them to make a claim for the excess funds.

**Motion** to approve the tax sale, the minutes of the tax sale, and the withdraw of the two properties that we previously approved from the tax sale made by Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

**7. Diversion of Property Tax for a Community Reinvestment Project Area:  
Approval of the First Amended Interlocal Agreement with the Kane County  
Redevelopment Agency/Commissioner Chamberlain**

Commissioner Chamberlain said that basically we have an item which is the approval of the Diversion of the Property Tax for the Community Reinvestment Project area. This is the same item that we have on our 1:00 pm RDA meeting that has to be approved by the Commission and then by the RDA. Commissioner Chamberlain said that this has been a major project getting the property listed to match what was the intent of the RDA, so this is an amendment to the original RDA. He said this has been a real effort to get this to the point where we are ready to approve the amendment.

Karla said that it's the governing document of how all the taxes for the next 20 years will be governed in this area between the County and the District.

**Motion** to approve signing the First Amended Interlocal Agreement with Kane County Redevelopment Agency made by Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

**8. 6:00 pm Public Hearing Regarding the Annexation of the Little Ponderosa  
Ranch Subdivision to the East Zion Special Service District, and Reserves the  
Right to Annex this Area for the Purposes of Fire Protection Only.**

Chamberlain said that this was a continuation of the County Commission Meeting that started earlier today. He mentioned that a notice was sent to all addresses of Little Ponderosa and that if they didn't get the letter then they needed to get their address updated.

Motion to go in and out of Public Hearing at the call of the chair made by Commissioner Heaton

Commissioner Chamberlain called us into Public Hearing.

**On the Phone**

**In Person**

Morgan Chrust  
Sharon Harris  
Dan Epple  
Larry Sanders  
Commissioner Heaton  
Commissioner Gant  
Debbie George

Jim Bassett  
Grant Ramsay  
Richard Tait  
Connie & Rod McGowan  
Britt Baer  
Pete Bowden  
Brad Freeman  
Art & Joyce Beck  
Jeff Freestone  
Gayle Mcneill  
John Casperson  
Tracy & Wendy Evans  
Brent Vaughan  
Mark Folkersen  
Kevin Sullivan  
Alex Pavlides  
Vanessa Pavlides  
Lance Hymas  
Kari Hymas  
Tyler Satterfield  
Julie Millard  
Dennis & Annette Harris  
Steve & Bernice Christensen

Chief Freeman said that they have a fire district up here that covers several of the subdivisions. He said the only area that they don't cover right now is Little Ponderosa. Right now Little Ponderosa's fire protection comes out of Kanab and from the State Fire Enforcement, they have one truck there and that is who protects the Unincorporated County. They also have the park service that would come up from Springdale. Chief Freeman said that the biggest thing is response time, the Governor has really made a push to try to get closest forces to go to a fire and get it out quick. He said that they have a new station down off the hill by the sewer plant and that they have very good equipment. Chief Freeman said not only do you get the fire protection with this program, if it's part of the district he can take an active part enforcing. He said the one biggest problem we are looking at now is the trailhead, they are parking in dry grass and that's an accident waiting to happen. One of his goals if this gets annexed he will meet with the park ranger, BLM, and State Fire to come up with a solution. If a fire starts in there it could take the whole subdivision at once. There is only one exit out of there so he will try to mitigate that situation. His goal is to put (2) 5000 gallon water tanks for fire protection. He said that they would recruit heavily, they already have 8-9 that have joined the fire department, which is good

because if a fire was to break out they can be there faster. Chief Freeman said that the State of Utah has a rule where if you or somebody starts a fire on your property you are liable for all the damage incurred and the cost to fight the fire. He wants to put some fire bricks out because they are a big part of prevention, he will cut brush, sign off on fire pits to make sure they are safe, and he wants to get a second evacuation out of Little Ponderosa.

Super Intendent Jeff said that fire protection and expanding the capabilities is very important up here.

**People who spoke for it**

Connie McGowan  
Morgyn Chrust  
Jim Bassett  
Rod McGowan  
Art Beck  
Mark Folkersen  
Tracy Evans

**People who spoke against it**

Grant Ramsay

Commissioner Chamberlain took us out of Public Hearing.

**Reports:**

**Commissioners-** Commissioner Chamberlain said they started the discussion on the Care and Share Building. Commissioner Chamberlain was approached by Kanab City on the concern of the golf course and the application going into the CIB stating that the source of debt service is coming from the City and County.

**Assessor's Office-**

**Attorney's Office-**

**Clerk/ Auditor Office-**

**Human Resource-**

**Justice Court-** Judge Johnson said that they got permission to have people in the court room as long as they are distancing.

**Land Use Office-**

**Recorder's Office-**

**Road's Dept.-** Bert said they got final approval on CIB loan for the Valley shop. They are having a couple issues on the mountain with Zion View Mountain Estates the HOA tried to pin the Road Department for putting stop signs on road. Another issue with South Mountain Road, it is a very steep road that goes on the south end of the subdivision that tops out and goes into the Strawberry Point Road at a very steep angle. The road has never been built up to the top of the hill so we need to decide what we want to do with that portion of the road. They were made aware of a portion of land that goes through forest service and cuts through a little piece of private property and there is a public road through it that a guy built his fence out into the public road. Taylor has tried to get with Veronica and her people to try and meet about several issues with ATV's on the mountain.

**Senior Center-** Jerica said that the CDBG application doesn't go in until later in the fall. Jerica said that she has been adding a lot of Volunteers to the Senior Center and Care and Share weekly.

**Treasurer's Office-** Kevin gave a shout out to all offices for making things run smoothly with the tax sale.

**IT-** Devin mentioned that they do have a quote in place for new technology.

**Sheriff's Office-** Sheriff Glover showed a graph on the call volume that the Sheriff's Office receives and might end up needing to ask for more help.

**Office of Tourism-**

**Motion** to go into Closed Session for purposes of potential litigation made Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

**Motion** to adjourn was made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

**WHERE UPON MEETING WAS ADJOURNED**

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Andy Gant Chairman

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Karla Johnson Clerk/Auditor

# AGENDA ITEMS

# ITEM # 1

Public Hearing Regarding Appointing New Board Member  
to KCWCD

# ITEM # 2

Kane County Resolution No. R-2021-18 a Resolution  
Appointing a New Board Member to KCWCD

**KANE COUNTY RESOLUTION NO. R-2021-18**

**A RESOLUTION APPOINTING CLAY HANSEN TO THE KANE COUNTY WATER  
CONSERVANCY DISTRICT**

**WHEREAS**, the Kane County Board of Commissioners (“Board”) is present at a meeting of the Kane County Board of Commissioners to discuss the appointment of Clay Hansen to the Kane County Water Conservancy District; and

**WHEREAS**, public notice was duly given to accept applications for the board position; and

**WHEREAS**, public comment has been received regarding the proposed board appointment(s); and

**WHEREAS**, the term for this board position began on January 1, 2020 and shall expire December 31, 2023 or until a new board member has been appointed.

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

1. Clay Hansen is appointed to the serve as a board member on the Kane County Water Conservancy District.
2. The term is a four year term which began on January 1, 2020 and will end on December 31, 2023 or when a replacement has been appointed, whichever is later.

ADOPTED this 22th day of June 2021.

\_\_\_\_\_  
Andrew D Gant, Chair  
Board of Commissioners  
Kane County

ATTEST:

\_\_\_\_\_  
KARLA JOHNSON  
Kane County Clerk

Commissioner Gant voted \_\_\_\_\_  
Commissioner Chamberlain voted \_\_\_\_\_  
Commissioner Heaton voted \_\_\_\_\_

# ITEM # 3

Kane County Resolution No. R-2021-19 a Resolution  
Appointing Aaron Bonham as a New Board Member for  
the Planning & Zoning Commission Board

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 22, 2021

Dept. /Business Name: Land Use

Topic/Re: Appointment of new P&Z Commission member

Description:

Attachments:

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:

**KANE COUNTY RESOLUTION NO. R-2021-19**

**A RESOLUTION APPOINTING AARON BONHAM TO THE PLANNING COMMISSION  
AND LAND USE AUTHORITY**

**WHEREAS**, the Kane County Board of Commissioners (“Board”) is present at a meeting of the Kane County Board of Commissioners to discuss the appointment of Aaron Bonham to the Planning Commission and Land Use Authority; and

**WHEREAS**, public notice was duly given to accept applications for the board position; and

**WHEREAS**, public comment has been received regarding the proposed board appointment(s); and

**WHEREAS**, the term for this board position began on January 1, 2021 and shall expire December 31, 2024 or until a new board member has been appointed.

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

1. Aaron Bonham is appointed to the serve as a board member on the Planning Commission and Land Use Authority.
2. The term is a four year term which began on January 1, 2021 and will end on December 31, 2024 or when a replacement has been appointed, whichever is later.

ADOPTED this 22th day of June 2021.

\_\_\_\_\_  
Andrew D. Gant, Chair  
Board of Commissioners  
Kane County

ATTEST:

\_\_\_\_\_  
KARLA JOHNSON  
Kane County Clerk

Commissioner Gant voted \_\_\_\_\_  
Commissioner Chamberlain voted \_\_\_\_\_  
Commissioner Heaton voted \_\_\_\_\_

# ITEM # 4

Kelvin Smith, Civil Science Engineering

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 22, 2021

Dept. /Business Name: Land Use

Topic/Re: Kelvin Smith, Civil Science Engineering

Description: Kelvin (County Engineer with Land Use) would like to introduce himself and meet the commissioners.

### Attachments:

Dept. Head/Owner: Shannon McBride/Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:

# ITEM # 5

Discussion and Approval Kane County Ordinance O-  
2021-19 an Ordinance Vacating a Portion of County Road  
K6140

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 22, 2021

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2021-19: Vacating a portion of county road K6140

Description: An application from SITLA to vacate a portion of county road K6140 located in the Shelter Cove Subdivision between county road K6120 and Shelter Cove Drive.

Attachments: Staff Report

Ordinance 2021-19

Dept. Head/Owner: Shannon McBride/Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:



**STAFF REPORT**

**DATE:** 05/29/2021

**PROJECT:** A complete application for vacating a portion of K6140 by O- 2021-19. The portion of the road that runs through lots 5, 6, 7, 8 and 9 in the Shelter Cove Subdivision, Big Water, Utah will be vacated. The application was submitted on behalf of Kane County, Big Water, Utah, SITLA (Jamy Beal) and Taylor Glover, Kane County GIS. The County will vacate a small portion of K6140. Thereby, eliminating additional easements that run through lots that are not needed for access. K6140 is a class D road.

**FINDINGS:** K6140 project for vacating a portion of the road, (TFTS) complies with Utah State Code unannotated §17-27a-208, 17-27a-607 - 609.5. The TFTS complies with Kane County Land Use Ordinance, Title 9, Chapter 21, Article E, Section 9, (9-21E-9) Subdivision Regulations, Amending a Plat. All notices are in conformance to all standards and notice requirements of 17-27a-201, 202, 207 & 208. A notice for the public hearing was posted in two public places; notices were mailed out to all owners within 500 feet of the project and posted in the local newspaper and the Utah State and Kane County web sites as a public hearing. Good cause exists for the vacation; and the public interest, nor any person, will not be materially injured by this proposal.

**Kane County General Plan, Preamble:** Given these basic premises, the Kane County Commission will use this Plan to guide land use decisions for the county. Where decisions regarding property rights versus property values are being made, deference shall be given to property rights. This Plan will assure that present and future residents and visitors to Kane County will be housed under safe, sanitary, and attractive conditions. Land uses in the unincorporated county will reflect the intent of the Commission to expect intensive, urban-scale uses and to provide self-supported basic services without county financial support.

**STAFF RECOMMENDATION:** Kane County Land Use Administrator, Shannon McBride and Taylor Glover, GIS recommend approval.

**Motion:** I move to **recommend approval/denial** to the Kane County Commission, vacating of a portion of County Road K6140 by O 2020-19, based on the findings stated in the staff report.

**THANK YOU**





**KANE COUNTY ORDINANCE NO. O-2021-19**

**AN ORDINANCE VACATING A PORTION OF KCR 6140**

**WHEREAS**, both Kane County and Big Water have been working to consolidate two different roads and easements on KCR 6140; and

**WHEREAS**, these entities have worked with SITLA and found a way to consolidate a portion of KCR 6140 easement; and

**WHEREAS**, the consolidation requires that the current portion of 6140 be vacated/abandoned; and

**WHEREAS**, the County Commission now desires to vacate and abandon a portion to the county road that is now no longer necessary due to the consolidation;

**WHEREAS**, the a duly noticed public hearing was held after the notices required by Utah Code 72-3-108 and 17-27a-609.5; and

**WHEREAS**, the County Commission finds that good cause exists for the vacation and neither the public interest nor any person will be materially injured by the proposed vacation.

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

The following portion of a Kane County Road is hereby vacated:

The portion of Kane County Road K6140 within Section 14, Township 43 South, Range 2 East, Salt Lake Base and Meridian, being an existing dirt road being approximately 20 feet in width with approximately 10 feet on each side of the following described approximate centerline:

Commencing at the Southeast Corner of Section 14, Township 43 South, Range 2 East, Salt Lake Base and Meridian; thence, along the south line of said section, North 89° 48' 42" West 552.35 feet, to the POINT OF BEGINNING, with side lines being extended and or trimmed to said line, and running; thence North 01° 03' 55" West 190.20 feet, to the beginning of a curve; thence, along the curve to the left, 149.91 feet, having a radius of 19200.00 feet, a central angle of 00° 26' 51" and whose long chord bears North 01° 17' 20" West 149.91 feet; thence North 01° 30' 45" West 96.16 feet, to the beginning of a curve; thence, along the curve to the left, 211.31 feet, having a radius of 665.00 feet, a central angle of 18° 12' 23" and whose long chord bears North 10° 36' 57" West 210.42 feet; thence North 19° 43' 08" West 255.66 feet, to the beginning of a curve; thence, along the curve to the left, 146.37 feet, having a radius of 210.00 feet, a central angle of 39° 56' 11" and whose long chord bears North 39° 41' 14" West 143.43 feet; thence North 59° 39' 20" West 129.14 feet, to the beginning of a curve; thence, along the curve to the right, 179.55 feet, having a radius of 103.71 feet, a central angle of 99° 11' 58" and whose long chord bears North 10° 03' 21" West 157.95 feet, more or less to the POINT OF ENDING being

the approximate southeasterly easement line of Kane County Road K6120, with side lines being extended and or trimmed to said line; containing 0.62 acres (more or less).

The vacating of the above portion of County Road 6140 is set forth more fully and accurately on the map attached as Exhibit A.

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

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

ADOPTED this \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
KARLA JOHNSON  
Kane County Clerk

\_\_\_\_\_  
Andy Gant, Chair  
Board of Commissioners  
Kane County

Commissioner Gant voted \_\_\_\_\_  
Commissioner Heaton voted \_\_\_\_\_  
Commissioner Chamberlain voted \_\_\_\_\_

# EXHIBIT A

## Road Easement to be Abandoned

A 66' wide Road Easement, with 33 feet being on both sides of the following approximate described center line:

Commencing at the north corner of Governmental Lot 7 also being on the southwesterly right-of-way of US Highway 89, Section 14, Township 43 South, Range 2 East, Salt Lake Base and Meridian; thence, along the said right-of-way, South 63° 11' 53" East 54.85 feet; thence South 26° 48' 07" West, to the POINT OF BEGINNING, being 33 feet from said right-of-way, and running; thence, along the curve to the left, 238.02 feet, having a radius of 300.00 feet, a central angle of 45° 27' 28" and whose long chord bears North 85° 55' 37" West 231.82 feet; thence South 71° 20' 39" West 658.76 feet, to the beginning of a curve; thence, along the curve to the right, 94.90 feet, having a radius of 740.00 feet, a central angle of 07° 20' 51" and whose long chord bears South 75° 01' 05" West 94.83 feet; thence South 78° 41' 30" West 158.65 feet, to the beginning of a curve; thence, along the curve to the left, 99.21 feet, having a radius of 435.00 feet, a central angle of 13° 04' 00" and whose long chord bears South 72° 09' 30" West 98.99 feet; thence South 65° 37' 30" West 229.75 feet, to the beginning of a curve; thence, along the curve to the right, 48.78 feet, having a radius of 445.00 feet, a central angle of 06° 16' 51" and whose long chord bears South 68° 45' 55" West 48.76 feet; thence South 71° 54' 21" West 64.63 feet, to the beginning of a curve; thence, along the curve to the left, 38.94 feet, having a radius of 200.00 feet, a central angle of 11° 09' 25" and whose long chord bears South 66° 19' 39" West 38.88 feet; thence South 60° 44' 56" West 279.76 feet, to the beginning of a curve; thence, along the curve to the right, 243.65 feet, having a radius of 1400.00 feet, a central angle of 09° 58' 17" and whose long chord bears South 65° 44' 05" West 243.34 feet; thence South 70° 43' 13" West 111.52 feet, to the beginning of a curve; thence, along the curve to the left, 30.71 feet, having a radius of 745.00 feet, a central angle of 02° 21' 43" and whose long chord bears South 69° 32' 22" West 30.71 feet; thence South 68° 21' 30" West 76.64 feet, to the beginning of a curve; thence, along the curve to the right, 47.23 feet, having a radius of 600.00 feet, a central angle of 04° 30' 35" and whose long chord bears South 70° 36' 48" West 47.21 feet; thence South 72° 52' 05" West 410.27 feet, to the beginning of a curve; thence, along the curve to the right, 65.11 feet, having a radius of 5000.00 feet, a central angle of 00° 44' 46" and whose long chord bears South 73° 14' 28" West 65.11 feet; thence South 73° 36' 51" West 62.32 feet, to the beginning of a curve; thence, along the curve to the right, 43.36 feet, having a radius of 500.00 feet, a central angle of 04° 58' 07" and whose long chord bears South 76° 05' 54" West 43.34 feet; thence South 78° 34' 58" West 99.14 feet, to the beginning of a curve; thence, along the curve to the left, 31.56 feet, having a radius of 55.00 feet, a central angle of 32° 52' 44" and whose long chord bears South 62° 08' 36" West 31.13 feet; thence South 45° 42' 13" West 21.85 feet, to the beginning of a non-tangential curve; thence, along the curve to the right, 19.79 feet, having a radius of 45.00 feet, a central angle of 25° 11' 59" and whose long chord bears South 58° 15' 54" West 19.63 feet; thence South 85° 50' 12" East 1629.25 feet; thence North 50° 49' 26" East 1744.86 feet, to the POINT OF ENDING; containing 4.81 acres (more or less).

# ITEM # 6

Amending a Subdivision: Torres

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 22, 2021

Dept. /Business Name: Land Use

Topic/Re: <sup>Amending a Subdivision</sup>  
~~Lot Joinder~~: Torres

Description: An application requesting to join lots 41, 107, 108, 109, 113, 114 and parcel 8-8-29-6, creating new lot 107, vacating (5) 7.5' utility easements and vacating a portion of the road between lots 41 & 107, North Fork Estates Unit 2.

Attachments: Staff Report

Dept. Head/Owner: Shannon McBride/Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:



## **STAFF REPORT**

**DATE:** 05/27/2021

**PROJECT:** A complete application for Amending, Extending and Vacating a Subdivision Plat, for joining lots 107, 108, 109, 41 and parcel 8-8-29-6 and vacating a portion of Creek Road and (5) 7.5 utility easements in the North Fork Estates subdivision, Unit 2, becoming new lot 107 consisting of 13.78 acres, on behalf of Mathew & Jonalyn Torres.

The reason for vacating a portion of the road and amending the lots and parcel as stated on the application is: the road is a dead end, and the parcel above has access through a different route. The owner is looking to combine the lots across the road from each other.

**FINDINGS:** Amending, extending and vacating the lots, and portion of Creek Road, and the utility easements, in the North Fork Subdivision conforms to the standards in the Kane County Land Use Ordinance, 9-21E-9, (A-F) and Utah Code Sections §17-27a-201, 202, 206, 208 and §17-27a-607, 608, 609 and 609.5. All requirements have been met. The project has been posted in two public places, noticed in the local newspaper, and on the county and state websites. Notices were mailed out to all property owners within 500 feet of the project. A sign was posted on Creek Road. Vacating these lots, utility easements, a portion of Creek Road, and parcel is in compliance with all state and local ordinances.

**STAFF DETERMINATIONS:** Kane County alternate Engineer, Kelvin Smith, recommends approval of this project. Kane County Land Use Administrator, Shannon McBride, has reviewed the application and supporting documents and recommends approval. The project complies with County and State Ordinance requirements.

**MOTION:** I move to **recommend approval/denial** to the Kane County Commissioners Amending, Extending and Vacating a Subdivision Plat for joining lots 107, 108, 109, 41 and parcel 8-8-29-6 and vacating a portion of Creek Road and (5) 7.5 utility easements in the North Fork Estates, Unit 2 Subdivision and becoming new lot 107, on behalf of Mathew & Jonalyn Torres

**THANK YOU.**

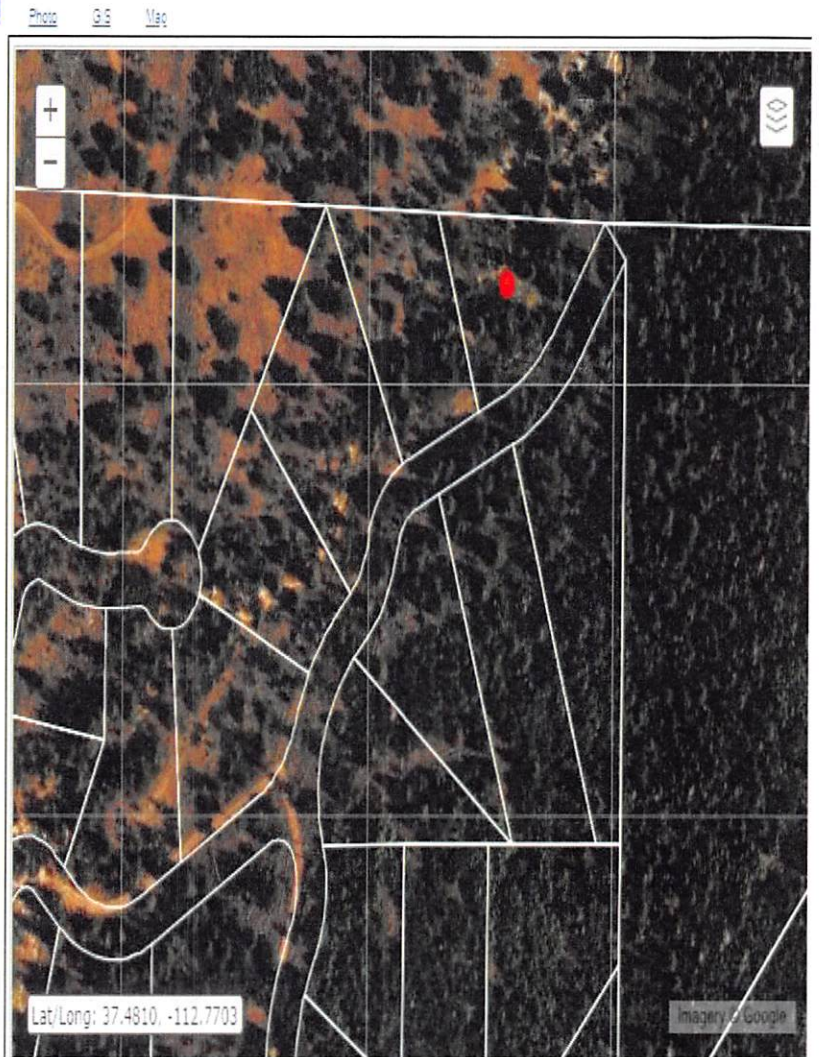


Parcel Number	Owner	Value
Parcel Number 01-41	Name TORRES MATTHEW & JONALYN	Market (2020) 98,800
Tax District 08_01 - NORTH FORK AREA SUBDIVISION 3	1047 VIA DI OLIVIA ST HENDERSON, NV 89011	Taxable 98,800
Acres 0.67		Tax Area: 08_01 Tax Rate: 0.008282
Situs Address W CREEK DR		<b>Type</b> <b>Actual</b> <b>Assessed</b> <b>Acres</b>
Legal ALL OF LOT 41 NORTH FORK ESTATES UNIT 2		NON-PRIMARY LAND 98,800 98,800 0.670
Child Accounts		
Child Parcels		
Parent Accounts		
Parent Parcels		

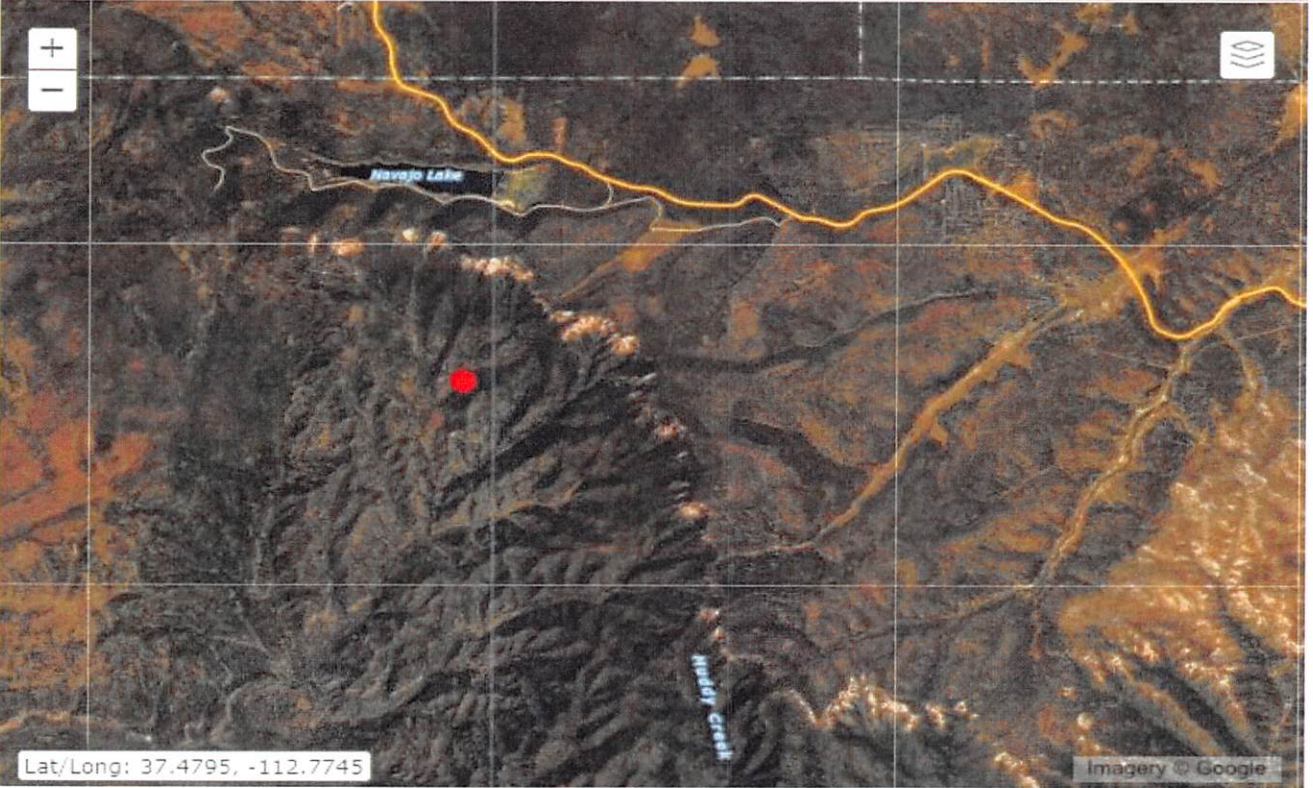
Transfers			
Recording Date	Book	Page	Doc Description
<a href="#">08-01-2020 03:54:54 PM</a>	<a href="#">0640</a>	<a href="#">0688</a>	<a href="#">Warranty Deed</a>

**Tax** **Images**

Tax Year	Taxes
2020	962.98
2019	983.82



76 North Main Street, Kanab, Utah 84741



76 North Main Street, Kanab, Utah 84741

# ITEM # 7

Approval of Subdivision Final Plat: Sunflower  
Valley Estates

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 22, 2021

Dept. /Business Name: Land Use

Topic/Re: Subdivision Final Plat: Sunflower Valley Estates

Description: An application for the final plat of Sunflower Valley Estates Subdivision, parcel 4-5-5-1A, for 69 two acre lots, in the vicinity of Palomar Estates, off of 8 Mile Gap Road.

Attachments: Staff Report

Dept. Head/Owner: Shannon McBride/Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:



## **STAFF REPORT**

**DATE:** 6/7/2021

**PROJECT:** A complete application for the Sunflower Valley Estates Subdivision, Final Plat, for parcel 4-5-5-1A, consisting of 165.35 acres, being subdivided into 69, two-acre lots, on behalf of 160 Acres LLC, Colt Henderson, property owner, has been submitted by Tom Avant, Iron Rock Engineering, who holds power of attorney for this project.

**FINDINGS:** The Sunflower Valley Estates Subdivision (SVES) application complies with State Code unannotated §17-27a-601, 603, 604, 604.5, 606, and 607. The SVES final plat complies with Kane County Land Use Ordinance, Title 9, Chapter 21-Articles E-I Subdivision Regulations and Design Standards and 9-21H-1 (Article H) Construction Standards and 9-21I-(1-9) (Article I) Financial Responsibility and Chapter 22 Performance Standards. All requirements for rights-of-ways and easements conform to the standards in the Kane County Land Use Ordinance and the Kane County Standards Specifications and Drawing Details for Design and Construction. All notices are in conformance to all standards and notice requirements of §17-27a-201 & 202. A notice for the public hearing was posted in two public places; notices were mailed out to all affected entities and owners within 500 feet of the project and posted in the local newspaper and the County and Utah State web sites as a public hearing. Taylor Glover, GIS, will mark on the County system for lots 54-69 that have soil restrictions per the SWUHD.

**9-22-2: GENERAL PROVISIONS: B.** Any improvements to be made within a subdivision such as, but not limited to: roads, water, fire suppression water, power, septic/sewer, and drainage system shall first be approved by the Land Use Authority before any work can begin. The owner and/or owner's agent will be required to submit a Developers Subdivision Application and complete the subdivision approval process. All subdivision requirements and standards can be found in chapter 21, articles A through I of this title. Any owner and/or owner's agent found in violation of this section shall be guilty of a Class C misdemeanor upon conviction, punishable by a fine, injunction, mandamus, abatement, merger of title, civil penalty, or any other remedy provided by law. (Ord. O-2019-13, 6-11-2019)

**9-22-3: PERFORMANCE STANDARDS PROCEDURE:**

The building official or County Engineer may require performance standards review for compliance of any use in any zone when there is reason to believe that such use or the manner of its operation will not or may not conform to the performance standards adopted by Kane County, to include, but not limited to, "Kane County Standard Specifications and Drawing Details for Design and Construction", Federal, State and local EPA standards, ICC Codes, etc. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

All requirements for right-of-ways and easements conform to the standards in the Kane County Land Use Ordinance requirements and the "Kane County Standards Specifications and Drawing Details for Design and Construction" which requires 50 foot right-of-ways.

**9-21E-3: ACCEPTANCE OF STREETS AND OTHER PUBLIC LAND DEDICATION:**

Acceptance of dedication of proposed public lands or street right of way in an approved plat can be made only by the Kane County commissioners. Plat approval will be deemed as acceptance of dedication unless streets and other public spaces are shown as "not intended for dedication". (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

B. Drawing requirements:

2. Lots numbered consecutively;

- a. All lot zones must be marked clearly on each numbered lot;

5. All streets to be named; C. Digital data submittal:

1. AutoCAD DWG file or GIS SHPE file;

2. File to contain all parcel lines and reference monuments;

3. Data file to be GEO referenced to Utah State plane south grid coordinate system or ground coordinate system including ground scale factor.

4. Shape files for the County GIS system North American datum (NAD) 1983 Zone 12 format. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. 2014-1, 1-27-2014, eff. 2-11-2014; Ord. O-2015-12, 7-27-2015, eff. 8-11-2015; Ord. O-2018-2, 4-9-2018; Ord. O-2016-4, 10-15-2018;

**Or 9-21E-5: LAND USE AUTHORITY REVIEW:**

A. After review and approval of the final plat drawing and receipt of required documents by the Administrator and County Engineer, the Kane County land use authority will review the final plat, at a regularly scheduled, publicly noticed public meeting. If approved, the land use authority shall recommend approval of the final plat to the Kane County commissioners to be reviewed at the next available work meeting, and then for final approval at the next regularly scheduled commission meeting. (Ord. O-2015-12, 7-27-2015, eff. 8-11-2015)

**9-21E-6: COUNTY COMMISSION REVIEW:**

The Kane County commission shall review the final plat within thirty (30) days of notification of review by the Kane County land use authority at a regularly scheduled public meeting. If the Kane County commission determines that the final plat drawing and documentation meets with the Kane County land use ordinance, subdivision ordinance and "Kane County Standard Specifications And Drawing Details For Design And Construction", they may grant approval. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21E-7: FINAL PLAT RECORDING:**

A. The developer/subdivider or his agent shall record the approved final plat within one year of approval by the Kane County commission. The Kane County land use authority administrator shall maintain custody of the final plat mylar until all signatures have been obtained (with exception of the recorder), at which time he/she will notify the developer/subdivider that the plat is ready to be recorded. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. O-2015-12, 7-27-2015, eff. 8-11-2015)

B. No building permits will be issued until the infrastructure is completed unless otherwise agreed to in the development agreement and approved by the Kane County engineer in writing. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21F-1: DEDICATION OF SUBDIVISION ROADS:**

The subdivider shall dedicate the streets, easements and other public improvements to Kane County at the time the final plat is approved and recorded by the County. The subdivider shall notify the County in writing that all improvements are completed, at which time the Kane County Engineer will perform a final inspection of the roads. The dedication shall be deemed an offer by the subdivider which shall be irrevocable until one year after all of the improvements are completed. The County may, at its option, accept the offer of dedication only if it finds that the subdivider has constructed, installed and maintained the public improvements required by this chapter and that the improvements comply with the minimum standards and requirements of this chapter and the "Kane County Standard Specifications and Drawing Details for Design and Construction" at the time of acceptance. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21F-2: TIMELINESS FOR ACTING ON ACCEPTANCE:**

Unless the Kane County Land Use Authority Administrator extends the time for making a decision as to whether or not Kane County will accept dedicated public improvements, the dedication may be acted upon within one year following the completion of the public improvements in accordance with the "Kane County Standard Specifications and Drawing Details for Design and Construction", but in no event shall such approval occur without the approval of the Kane County Engineer. In the event the Kane County Engineer does not approve the dedicated public improvements, the subdivider shall be so advised in writing and of the reason for the nonapproval. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21G-11: WATER SUPPLY:**

All culinary water systems and plans, whether public or private, shall conform to County ordinances, including, but not limited to, this chapter and the "Kane County Standard Specifications and Drawing Details for Design and Construction", and shall be approved by the appropriate State and Local authorities. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**9-21H-1: REQUIREMENTS:**

Construction standards and building codes, including the "Kane County Standard Specifications and Drawing Details for Design and Construction" adopted by Kane County, shall be followed by the subdivider, developer and contractor. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

**Utah State Code: 17-27a-528. Development agreements. Effective 5/5/2021**

**17-27a-528. Development agreements.**

- (1) Subject to Subsection (2), a county may enter into a development agreement containing any term that the county considers necessary or appropriate to accomplish the purposes of this chapter.
- (2) (a) A development agreement may not:
  - (i) limit a county's authority in the future to:
    - (A) enact a land use regulation; or
    - (B) take any action allowed under Section [17-53-223](#);
  - (ii) require a county to change the zoning designation of an area of land within the county in the future; or
  - (iii) contain a term that conflicts with, or is different from, a standard set forth in an existing land use regulation that governs the area subject to the development agreement, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section [17-27a-502](#), including a review and recommendation from the planning commission and a public hearing.
- (b) A development agreement that requires the implementation of an existing land use regulation as an administrative act does not require a legislative body's approval under Section [17-27a-502](#).

(c) A county may not require a development agreement as the only option for developing land within the county.

(d) To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by:

- (i) this chapter; and
- (ii) any applicable land use regulations.

Enacted by Chapter [385](#), 2021 General Session

*Effective 5/5/2021*

**17-27a-529. Infrastructure improvements involving roadways.**

(1) As used in this section:

(c) "Residential street" means a public or private roadway that:

- (i) currently serves or is projected to serve an area designated primarily for single-family residential use;
- (ii) requires at least two off-site parking spaces for each single-family residential property abutting the roadway; and
- (iii) has or is projected to have, on average, traffic of no more than 1,000 trips per day, based on findings contained in:
  - (A) a traffic impact study;
  - (B) the county's general plan under Section [17-27a-401](#);
  - (C) an adopted phasing plan; or
  - (D) a written plan or report on current or projected traffic usage.

(2) (a) Except as provided in Subsection [\(2\)\(b\)](#), a county may not, as part of an infrastructure improvement, require the installation of pavement on a residential street at a width in excess of 32 feet if the county requires low impact development for the area in which the residential street is located.

(b) Subsection [\(2\)\(a\)](#) does not apply if a county requires the installation of pavement:

- (i) in a vehicle turnaround area; or
- (ii) to address specific traffic flow constraints at an intersection or other area.

(3) (a) A county shall, by ordinance, establish any standards that the county requires, as part of an infrastructure improvement, for fire department vehicle access and turnaround on roadways.

(b) The county shall ensure that the standards established under Subsection [\(3\)\(a\)](#) are consistent with the State Fire Code as defined in Section [15A-1-102](#)

All notices are in conformance to all standards and notice requirements of 17-27a-201 & 202. A notice for the public hearing was posted in two public places; notices were mailed out to all affected entities and posted in the local newspaper and on the Utah State and Kane County websites as a public hearing.

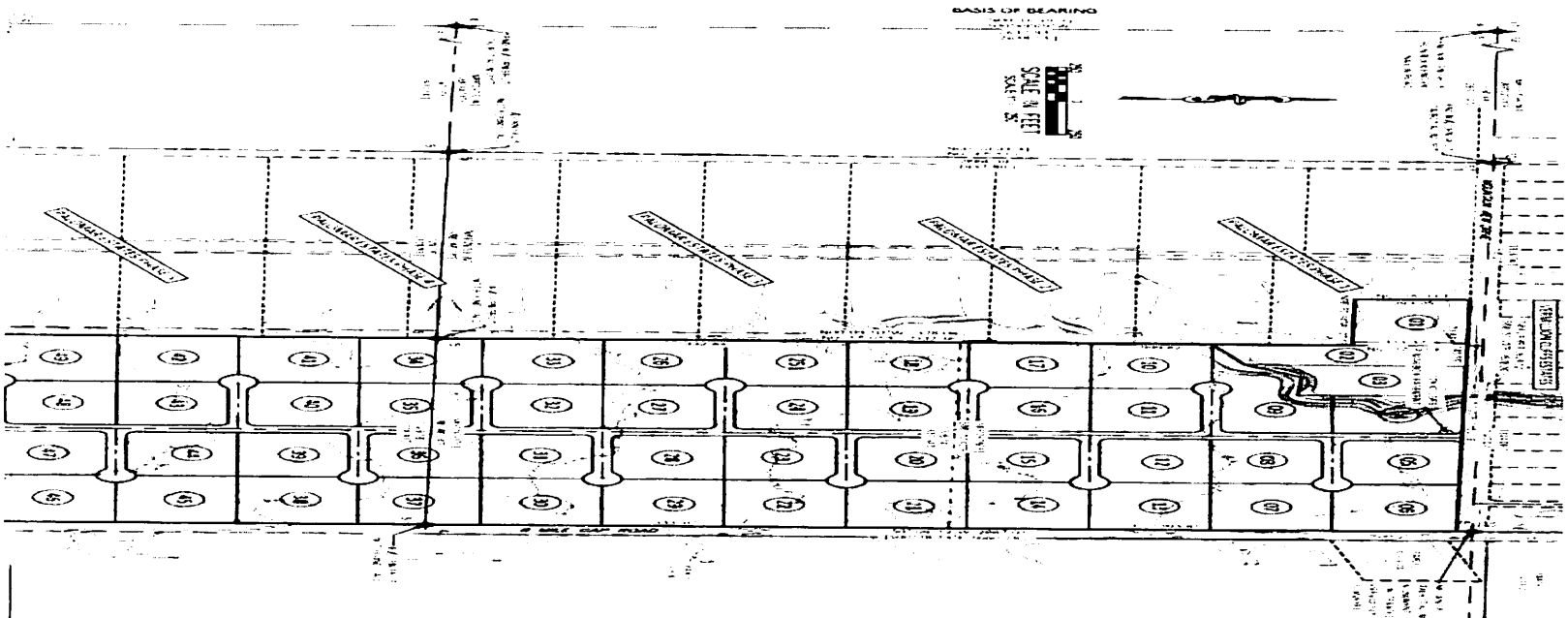
**STAFF RECOMMENDATION:** Kane County **alternate** engineer, Kelvin Smith, Civil Science Engineering, recommends **conditional** approval of this final plat. Kane County Land Use Administrator,

Shannon McBride, recommends approval based on the findings listed above. The engineering review is enclosed in the Kane County Planning Commission's packet for reference.

**MOTION:** I move to **recommend** to the Kane County Commission to **deny/approve** the Sunflower Valley Estates Subdivision, Final Plat, parcel 4-5-5-1A, being subdivided into 69, two-acre lots, on behalf of 160 acres LLC, Colt Henderson.

THANK YOU





# SUNFLOWER VALLEY ESTATES SUBDIVISION

## FINAL PLAT

KANE COUNTY, UTAH LOCATED IN THE NW 1/4 AND NE 1/4 OF SECTION 5,  
TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALINE BASE AND MERIDIAN

### LAND SURVEY

This is a plat of a subdivision of land in Kane County, Utah, as shown on the attached map. The land is situated in the NW 1/4 and NE 1/4 of Section 5, Township 4 South, Range 5 West, Saline Base and Meridian. The land is divided into 48 lots, each of which is described in the accompanying schedule. The survey was made by the undersigned, a duly licensed and qualified land surveyor in the State of Utah, and is true and correct according to the best of his knowledge and belief.

### LAND ADJACENTS

None.

### Point of Beginning

See

### Value

The value of the land shown on this plat is \$1,000,000.00, which is the value of the land as shown on the attached map. The value of the land is based on the best of the surveyor's knowledge and belief.

### Lot Schedule

Lot No.	Area (Acres)	Value
1	0.125	\$125,000.00
2	0.125	\$125,000.00
3	0.125	\$125,000.00
4	0.125	\$125,000.00
5	0.125	\$125,000.00
6	0.125	\$125,000.00
7	0.125	\$125,000.00
8	0.125	\$125,000.00
9	0.125	\$125,000.00
10	0.125	\$125,000.00
11	0.125	\$125,000.00
12	0.125	\$125,000.00
13	0.125	\$125,000.00
14	0.125	\$125,000.00
15	0.125	\$125,000.00
16	0.125	\$125,000.00
17	0.125	\$125,000.00
18	0.125	\$125,000.00
19	0.125	\$125,000.00
20	0.125	\$125,000.00
21	0.125	\$125,000.00
22	0.125	\$125,000.00
23	0.125	\$125,000.00
24	0.125	\$125,000.00
25	0.125	\$125,000.00
26	0.125	\$125,000.00
27	0.125	\$125,000.00
28	0.125	\$125,000.00
29	0.125	\$125,000.00
30	0.125	\$125,000.00
31	0.125	\$125,000.00
32	0.125	\$125,000.00
33	0.125	\$125,000.00
34	0.125	\$125,000.00
35	0.125	\$125,000.00
36	0.125	\$125,000.00
37	0.125	\$125,000.00
38	0.125	\$125,000.00
39	0.125	\$125,000.00
40	0.125	\$125,000.00
41	0.125	\$125,000.00
42	0.125	\$125,000.00
43	0.125	\$125,000.00
44	0.125	\$125,000.00
45	0.125	\$125,000.00
46	0.125	\$125,000.00
47	0.125	\$125,000.00
48	0.125	\$125,000.00

### Remarks

The survey was made by the undersigned, a duly licensed and qualified land surveyor in the State of Utah, and is true and correct according to the best of his knowledge and belief.

### Witness

I, the undersigned, a duly licensed and qualified land surveyor in the State of Utah, do hereby certify that the above is a true and correct copy of the original survey as shown on the attached map.

### Surveyor

\_\_\_\_\_  
Surveyor

### References

1. Kane County, Utah, Section 5, Township 4 South, Range 5 West, Saline Base and Meridian.

### Notes

1. All lots are subject to the provisions of the Uniform Residential Land Use Ordinance of Kane County, Utah.

### Conditions

1. The purchaser of any lot in this subdivision shall be deemed to have accepted the terms and conditions of the Uniform Residential Land Use Ordinance of Kane County, Utah.

NO.	DESCRIPTION	DATE
1	Surveyed and Platted	03/23/21

**IRON ROCK ENGINEERS**  
121 WEST 100 SOUTH  
PO BOX 100  
KANE COUNTY, UTAH 84701  
PHONE: 435-842-2211  
FAX: 435-842-2212  
WWW.IRONROCKENGINEERS.COM

**SUNFLOWER VALLEY ESTATES SUBDIVISION**  
KANE COUNTY, UTAH



# ITEM # 8

Approval of Subdivision Final Plat: Crimson Cliffs  
Estates Phase 2

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 22, 2021

Dept. /Business Name: Land Use

Topic/Re: Subdivision Final Plat: Crimson Cliffs Estates Phase 2

Description: An application for the final plat for the Crimson Cliffs Estates Subdivision, Phase 2, parcel 4-5-6-3, creating (9) five acre lots, (1) 3.85 acre lot, (7) two acre lots and with 52.50 acres remaining in the parcel.

Attachments: Staff Report

Development Agreement

Dept. Head/Owner: Shannon McBride/Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:

## Final Plat Approval Required Items

Subdivision/Planned Unit Development Name: Crimson Estates Phase 2

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### **Required General Submission Items:**

- (3) 24" X 36" & (13) 11" X 17" Copies of Approved Final Plat \_\_\_\_\_
- Mylar copy of Approved Final Plat \_\_\_\_\_
- Construction drawings & documents (3) sets each \_\_\_\_\_
- Payment/Performance Bond, Escrow Deposit or Letter of Credit  
CC&R's \_\_\_\_\_
- Electronic version of plat (PDF) \_\_\_\_\_

### **Drawing Requirements**

- Boundary bearings & distances data outside boundary \_\_\_\_\_
- Lots numbered consecutively- include zoning label \_\_\_\_\_
- Curve data: radius, angle, tangent, length \_\_\_\_\_
- Excluded parcels marked as such \_\_\_\_\_
- All streets to be named \_\_\_\_\_
- Bearings & distances of all streets \_\_\_\_\_
- Parcels not included marked NAPOTS \_\_\_\_\_
- Adjacent streets shown and dimensioned \_\_\_\_\_
- Adjacent fences shown \_\_\_\_\_
- All easements to be labeled and dimensioned \_\_\_\_\_
- All land within boundaries to be accounted for \_\_\_\_\_
- All dimensions to be to 0.01' and 0'000'00 \_\_\_\_\_
- Location of perc test trenches \_\_\_\_\_
- Name of subdivision \_\_\_\_\_
- North arrow \_\_\_\_\_
- Basis of bearing \_\_\_\_\_
- Name and address of owners of record \_\_\_\_\_
- Total acreage of subdivision \_\_\_\_\_
- Total number of lots \_\_\_\_\_
- Legal description of entire subdivision \_\_\_\_\_
- Township, range, section and quarter section \_\_\_\_\_
- Graphic scale \_\_\_\_\_
  - a. Auto CAD.DWG file or GIS SHPE file, submitted by surveyor: \_\_\_\_\_
  - b. File to contain all parcel lines and reference monuments: \_\_\_\_\_
  - c. Data file to be GEO referenced to Utah State Plane South Grid Coordinate System or ground Coordinate System including ground scale factor. (Kane \_\_\_\_\_

County Land Use Ordinance page 21-21, (3)

- County Engineer's recording block \_\_\_\_\_
- County GIS Administrator block \_\_\_\_\_
- County Addressing Administrator block \_\_\_\_\_
- County Surveyor's recording block \_\_\_\_\_
- County Attorney's recording block \_\_\_\_\_
- Land Use Authority recording block \_\_\_\_\_

- County Commission recording block \_\_\_\_\_
- Signature(s) of owner(s) (notarized) \_\_\_\_\_
- County Recorders recording block \_\_\_\_\_
- Required monuments \_\_\_\_\_
- Fire Official's recording block \*if needed\* \_\_\_\_\_
- Lenders Signature Block or "Consent to Plat" form \_\_\_\_\_
- Sanitary & Culinary Water/Health Department recording block \_\_\_\_\_

**Final Plat Approvals**

- Addressing Committee \_\_\_\_\_
- Water Conservancy District (if applicable) \_\_\_\_\_
- County Engineer \_\_\_\_\_
- County Surveyor \_\_\_\_\_
- County Attorney \_\_\_\_\_
- County Recorder \_\_\_\_\_
- Land Use Authority (Final Plat) \_\_\_\_\_
- County Commission (Final Plat) \_\_\_\_\_
- Fire Official \_\_\_\_\_
- County Attorney approval of Payment/Performance Bond \_\_\_\_\_
- Escrow Deposit or Letter of Credit \_\_\_\_\_
- Construction Drawing/Documents \_\_\_\_\_
- Approved Final Plat to Recorder \_\_\_\_\_
- Sanitary & Culinary Water/Health Department recording block \_\_\_\_\_
- Development Agreement \_\_\_\_\_

**Post Approved Plat Milestones**

- Plat Recorded \_\_\_\_\_
- Construction Drawings (2 sets) \_\_\_\_\_
- Improvements start date (i.e. water, roads & utilities) \_\_\_\_\_
- Completion of all improvements \_\_\_\_\_
- Improvement review and verification by County Engineer \_\_\_\_\_
- 1 year review and verification by County Engineer \_\_\_\_\_

- Repairs completed as required by Subdivider
- Release of Guarantee: No sooner than one year after completion of improvements and acceptance by County Engineer
- Default date subdivider has failed to install required improvements within 2 years of final plat approval
- County Commission declares guarantee forfeited
- County contracts to have improvements installed

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**WHEN RECORDED, RETURN TO:**

SNOW JENSEN & REECE, P.C.  
W. Devin Snow, Esq.  
912 W. 1600 S. Suite B-200  
St. George, UT 84770

**DEVELOPMENT AGREEMENT FOR CRIMSON ESTATES  
PHASE II AND PHASE III**

THIS DEVELOPMENT AGREEMENT for Crimson Estates (the "Agreement") is entered into and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and among Crimson Cliffs Development, L.L.C., ("Developer"), a Utah limited liability company, and Kane County, a political subdivision of the State of Utah ("County") (individually a "Party" and collectively the "Parties").

**RECITALS:**

A. Developer owns approximately 159.9 acres of real property within the boundaries of Kane County, State of Utah, as more particularly described in Exhibit "A" (the "Property") attached hereto and incorporated herein.

B. Developer desires and intends to develop the Property as a multi-phase development known as Crimson Estates (the "Project") as generally depicted on the plats prepared by Developer for phases I-III (together the "Preliminary Site Plan" or individually, a "Phase") attached hereto as Exhibit "B" and incorporated herein.

C. The plat for Phase I of the Project was recorded on March 10, 2021 as Document No. 192518 June 20, 2006, Book No. 553, Page 42.

D. The required subdivision improvements for Phase I are complete.

E. The Developer is seeking approval of the final plat for Phase II of the Project.

F. In connection with Developer's request for approval of the final plat for Phase II of the Project, the Developer is providing a ~~an improvement completion assurance and improvement guarantee~~ (hereafter the "Improvement Completion Assurance" and "Improvement Guarantee"), a copy of which is attached hereto as Exhibit "C" and incorporated herein.

G. Section 9-21(I)-1 of the Land Use Ordinance of Kane County, Utah (hereafter the "Code") requires the Developer to enter into a development agreement to memorialize certain terms related to the subdivision improvements for the Phase II and Phase III of the Project.

H. This Agreement is provided in fulfillment of Section 9-21(I)-1 of the Code, which requires the Parties to agree to certain terms related to subdivision improvements for the Phase II and Phase III of the Project.

~~\_\_\_\_\_ I. \_\_\_\_\_ The County finds that the final plat for Phase II of the Project does not conflict with any applicable policy of County's General Plan or any provision of the Kane County Land Use Code.~~

~~J. The County further finds that the Developer has (i) sufficient control over the Property to ensure development of the Project will occur as approved; and (ii) the financial capability to carry out the Project.~~

KI. Developer desires to take all steps necessary to finalize approval of the Project and develop the Project as provided in this Agreement.

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

MK. Acting pursuant to its authority under Utah Code Annotated, §§ 17-27a-102, *et seq.*, and after all required public notice and hearings, County, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) the County Land Use, Development, and Management Act, (ii) the County's General Plan, and (iii) the Code. As a result of such determination the County (i) has elected to approve the Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the County.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

##### SECTION I. COMPLETION ASSURANCE FOR SUBDIVISION IMPROVEMENTS

1.1. **Engineer's Estimate.** The Developer's engineer estimates that the subdivision improvements for Phase II and Phase III of the Project will cost \$                      (~~Phase II Subdivision Improvement Cost~~). The County's engineer has not yet approved of that estimate. Prior to engaging in any construction or recording the final plat for Phase II the Developer shall obtain approval of the estimate.

1.2. **Improvement Completion Assurance.** In compliance with Section 9-21(I)-1 of the Code, the Developer is providing the Completion Assurance in connection with the Developer's application for approval of the final plat for Phase II of the Project. The County hereby approves the form and amount of the Improvement Completion Assurance as set forth in Section III. The amount of the Improvement Completion Assurance is subject to further approval of the County engineer as set forth in Section III. ~~required under Section 9-21(I)-1 of the Code.~~

##### SECTION II. OBLIGATION TO CONSTRUCT SUBDIVISION IMPROVEMENTS

2.1. **Subdivision Improvements.** The Developer shall complete all of the subdivision improvements in each Phase II and Phase III as further specified in Exhibit "D" (the "Subdivision Improvements") within one year ~~two years~~ of the approval of the plat for said ~~Phase II~~ of the Project.

2.2. **Default.** If the Developer defaults in its obligation to timely complete the subdivision improvements as specified in Section 3.1, the County may pursue its remedies under the Completion Assurance and any other remedy available under law.

### SECTION III. WARRANTY FOR SUBDIVISION IMPROVEMENTS

3.1 Improvement Completion Assurance and Guarantee. The Developer hereby guarantees that all Subdivision Improvements for Phases II and III ~~will~~ shall be installed through completion in accordance with plans approved by the County Engineer as set forth in KCC 9-211-1 ("Improvement Completion Assurance"). Developer further guarantees that all Subdivision Improvements for Phases II and III shall remain free of defects for one year from the date of acceptance by the County in accordance with KCC 9-211-6 ("Improvement Guarantee").

3.2 Form of Improvement Warranty-DepositCompletion Assurance and Guarantee

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A. The Improvement Completion Assurance shall be in the form of a payment and performance bond in the amount of 110% of the engineer's estimated cost of improvements as approved by the Kane County Engineer. No additional inflation percentage shall be required. See KCC 9-211-2.

B. The Improvement Guarantee shall be in the amount of 10% of the engineer's estimated cost of improvements as approved by the Kane County Engineer. This amount may be covered under the 110% payment and performance bond set forth in Subsection 3.2A so long as the bond specifically covers the additional 1-year warranty period and any defects that occur during that period in accordance with this Section III. If the payment and performance bond does not cover the 1-year Guarantee period, Developer must submit an additional improvement warranty in the amount of 10% of the engineer's estimated cost of improvements as approved by the Kane County Engineer.

3.3 Acceptance and Release of Surety

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A. Request for conditional acceptance of the subdivision improvements and reduction in surety must be in writing from the developer/subdivider to the land use authority administrator. When installation of the subdivision improvements are seventy five percent (75%) complete, fifty percent (50%) of the estimated cost of the improvements will be released after inspection and written verification by the county engineer. After final completion of all work, an additional fifty percent (50%) of the estimated cost will be released after inspection and written verification by the county engineer. This leaves ten percent (10%) of the estimated cost to be held as the improvement warranty for the improvement warranty period, being one year from final completion and acceptance of the improvements, or a lengthier improvement warranty period as may be permitted, pursuant to this section, or Utah Code Annotated section 17-27a-604.5, as amended. The schedule for release of surety may be modified by the specific development agreement.

In many cases, the improvement warranty will be on the same document as the improvement completion assurance/performance bond. However, the county may require a separate document containing the improvement warranty.

B. Final inspection by the Kane County engineer shall be made one year after all improvement work has been completed. Any and all defects must be repaired and maintenance must be completed prior to final approval.

C. Upon written approval by the Kane County engineer, the land use administrator shall, in writing, accept all improvements and release any remaining improvement warranty-surety. (Ord. 2014-9; 5-19-2014; eff. 6-3-2014)

3.43 **Repairs.** If the County engineer reasonably finds that a repair or maintenance is necessary on any of the Subdivision Improvements, ~~upon written notice, the County will provide written notice of default (each a "Notice") to the Developer that specifies the necessary repair or maintenance. Developer will have up to 30 calendar days from the date of the notice to perform the repair or maintenance. If the Developer fails to perform the maintenance or repair as specified in a Notice within the timeframe stated therein, the County shall pursue further remedy under the performance and completion bond or improvement warrantee.~~ ~~may, either directly or through a contractor, perform the requested repair or maintenance at the Developer's expense. If the County performs maintenance or repairs in accordance with this Section, it may deduct the cost of those repairs from the Warranty Deposit.~~

~~3.4 Return of the Warranty Deposit. Upon the expiration of the warranty period specified in Section 3.1 above, the Developer may request the return of the Warranty Deposit. The County shall promptly return the Warranty Deposit, less any amounts deducted in accordance with Section 3.3, to the Developer with any accrued interest.~~

#### SECTION IV. FINAL PHASE OF THE PROJECT

4.1 **Subdivision Improvements for Phase III.** The Subdivision Improvements constructed for Phase II ~~shall~~ include all of the required subdivision infrastructure for Phase III of the Project. ~~Prior to final approval of the final Plat for Phase II Developer shall submit construction drawings and other documents necessary to show that the Subdivision Improvements for Phase II include all of the required infrastructure for Phase III. After the final plat for Phase II is approved, the Developer may immediately submit a preliminary plat for Phase III of the Project. The Parties further agree that no further Improvement Completion Assurance, Improvement Warranty Guaranty, or development agreement will be required as a condition for the approval of the preliminary or final plat for Phase III, if the County Engineer determines that the Improvement Completion Assurance and Improvement Guarantee as set forth in Section 3 include the necessary improvements for both Phase II and Phase III. If the County Engineer determines that the Improvement Completion Assurance and Improvement Guarantee as set forth in Section 3 only includes the improvements for Phase II, and additional Completion Assurance and Guarantee for Phase III will be required.~~

#### SECTION V. GENERAL RIGHTS AND RESPONSIBILITIES

5.1 **Vested Rights for the Project.** To the fullest extent permissible under the law, this Agreement grants and vests in Developer all rights consistent with the zoning previously approved for the Project, including the right to develop the Project in accordance with the Preliminary Site Plan. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights. It is expressly understood by the County that Developer may assign all or portions of its rights under this Agreement provided such assignees agree to be bound by the terms of this Agreement.

5.2 **Statement Regarding "Compelling, Countervailing Public Interests".** The County and the Developer acknowledge they are familiar with the "compelling, countervailing public interest" exception to the doctrine of vested rights in the State of Utah. The County acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the County is presently unaware of any material facts under which a desire of the County to modify Developer's rights under this Agreement or the Preliminary Site Plan would be justified by a "compelling, countervailing public interest." County shall immediately notify Developer if any

such facts come to County's attention after the execution of this Agreement, and shall take all reasonable steps to maintain Developer's vested rights as set forth in this Agreement or the Preliminary Site Plan.

5.3 **Dedication.** Developer shall dedicate the water system to the Kane County Water Conservancy District upon completion. Developer shall dedicate the roads to the County upon completion. The County shall not accept the dedication of roads until and thereafter maintain the Subdivision Improvements upon completion one year after the dedication and unless approved by the County Engineer and all repairs have been made by the Developer. This acceptance is subject to the discretion and final approval by the Kane County Commission based on the standards at the time of Plat Approval. at that time.

5.4 **Covenant.** The Developer shall not sell, lease, or convey any part of the Property to any person before this Agreement is approved.

#### SECTION VI. GENERAL PROVISIONS

6.1 **Binding Effect.** The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties hereto and their successors in interest. This Agreement shall run with the Property, binding all successors, heirs, and assigns of the Property, to secure the installation of the improvements required together with payment of all costs, including reasonable attorney fees which may be incurred by the County in the enforcement of any of the terms and provisions of the Agreement.

6.2 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) the Project is a private development; (ii) there is no agency relationship, joint venture, or partnership between the County and the Developer; and (iii) nothing contained herein shall be construed as creating any such relationship among the County and Developer.

6.3 **Modification of the Preliminary Site Plan.** If Developer or its successors and assigns, desire to modify the Preliminary Site Plan, Developer may submit a Preliminary Site Plan Modification proposal to the County. The County will have 45 calendar days to review and approve any proposed changes to the Preliminary Site Plan.

6.4 **No Obligation to Undertake Development.** Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall impose on Developer an obligation or affirmative requirement to develop the Project or any portion thereof. If Developer undertakes to develop all or any portion of the Project pursuant to the Preliminary Site Plan and this Agreement, Developer agrees to abide by the terms and conditions of this Agreement and the Preliminary Site Plan.

#### SECTION VII. MISCELLANEOUS

7.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

7.2 **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

7.3 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

7.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for the Developer and the County, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

7.5 **Further Assurances, Documents and Acts.** Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

7.6 **Assignment.** Developer may assign this Agreement only to a replacement developer but only if Developer assigns the rights as well as the obligations under this Agreement. The rights of the County under this Agreement shall not be assigned, but the County is authorized to enter into any contract with a third party to perform obligations of the County to operate and maintain any infrastructure improvement so long as such party adequately and reasonably maintains and operates such facility or improvement.

7.7 **Recording.** This Agreement shall be recorded in its entirety, at Developer's expense, in the Official Records of Kane County, Utah.

7.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7.9 **Notices.** Any notice or communication required hereunder between the Parties shall be in writing, and may be given either personally, by overnight courier, by hand delivery or by registered or certified mail, return receipt requested or by facsimile. If given by overnight courier or registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is not effective unless transmission is confirmed and a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to Developer:           Crimson Cliffs Development L.L.C.  
                                  1117 S. Terrel Dr.  
                                  Kanab, UT 84741

With a copy to:           Snow Jensen & Reece  
                                  Development Agreement for Crimson Estates  
                                  Kane County, Utah  
                                  Page 6 of 10

Attn: Devin Snow  
912 West 1600 South, Suite B200  
St. George, Utah 84770  
Fax No: 435.628.3275

If to County: Kane County  
C/O Shannon McBride  
76 N. Main St.  
Kanab, UT 84741

With a copy to: Kane County Attorney  
Attn: Rob Van Dyke  
76 N. Main St.  
Kanab, UT 84741

7.10 **No Third-Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

7.11 **Counterparts and Exhibits; Entire Agreement.** This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.

7.12 **Duration.** This Agreement shall continue in force and effect for a term of twenty years from the date of execution by both parties. Upon the termination of this Agreement, the Parties shall, at the request of either Party, execute an appropriate recordable instrument confirming that this Agreement has been fully performed, terminated, or lapsed as provided for herein.

7.13 **No Further Exactions.** Subject to the obligations of Developer hereunder, no further exactions shall be required of Developer by the County for the Project. Notwithstanding the foregoing, this paragraph shall not be construed to relieve Developer from any dedications or other requirements required by applicable law or ordinance in effect when this Agreement is executed unless otherwise provided in this Agreement.

7.14 **Default.** Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "Cure Period") after written notice thereof from the other Party shall constitute a default ("Default") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or may terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

7.15 **Termination.** If the County elects to consider terminating this Agreement due to any uncured Default by Developer, then the County shall give to the Developer written notice of County's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by County's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If County's legislative body determines that a Default has occurred and is continuing, and elects to terminate

this Agreement, County shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. County may thereafter pursue any and all remedies at law or equity.

7.16 **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by County or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

7.17 **Severability; Invalidity.** If County's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the Parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

7.18 **Force Majeure.** Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, materials shortages, embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify County and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

7.19 **Institution of Legal Action.** In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Sixth District Court, Kane County, State of Utah.

7.20 **Names and Plans.** Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

7.21 **Amendment of Agreement.** This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the County Commission taken with the same formality as the vote approving this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the Developer, by persons duly authorized to execute the same, by the County, acting by and through its County ~~Council~~ Commission by duly authorized persons as of the \_\_\_ day of \_\_\_\_\_, 2021.

**COUNTY:**

Attest:

Kane County, a political subdivision of the State of Utah

\_\_\_\_\_  
Karla Johnson  
County Recorder/Clerk

By: \_\_\_\_\_  
Andrew Gant  
Chair, Kane County Commission

**DEVELOPER:**

Crimson Cliffs Development, L.L.C.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH \_\_\_\_\_ )  
\_\_\_\_\_  
COUNTY OF KANE \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_ 2021, before me personally appeared Andy Gant and Ver Jean E. Caruso whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Chairman of the Kane County Commission and Recorder of Kane County, and that the foregoing document was signed by them by authority, and they acknowledged before me that Kane County executed the document and that the document was the act of Kane County for its stated purpose.

\_\_\_\_\_  
Notary Public

5/18/21 DRAFT

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF Kane )

On the \_\_\_ day of \_\_\_\_\_ 2021, personally appeared before me \_\_\_\_\_ whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the manager of CRIMSON CLIFFS DEVELOPMENT, L.L.C., and did duly acknowledge to me that the foregoing document was entered into on behalf of such entity by authority of its organizational documents and that the document was the act of CRIMSON CLIFFS DEVELOPMENT, L.L.C., for its stated purpose.

\_\_\_\_\_  
Notary Public

# **EXHIBIT A**

**As-Surveyed Phase 1 Description:**

BEGINNING at the Northwest Corner of Section 6, Township 44 South, Range 5 West, Salt Lake Base and Meridian, Utah, and running; thence, along the West Line of said section, South 00° 34' 53" West 2643.02 feet, to the West ¼ Corner; thence, along the East-West ¼ Line, South 89° 03' 00" East 659.52 feet; thence North 00° 34' 53" East 2640.91 feet, to the North Line of said section; thence, along said line, North 88° 52' 00" West 659.54 feet, to the POINT OF BEGINNING; containing 40.00 acres (more or less).

**Crimson Estates Phase 2 Description:**

Portions of Parcels 4-5-6-3 and 3-5-31-2G, located in Section 31, Township 43 South, Range 5 West and Section 6, Township 44 South, Range 6 West, Salt Lake Base and Meridian, more particularly described as follows:

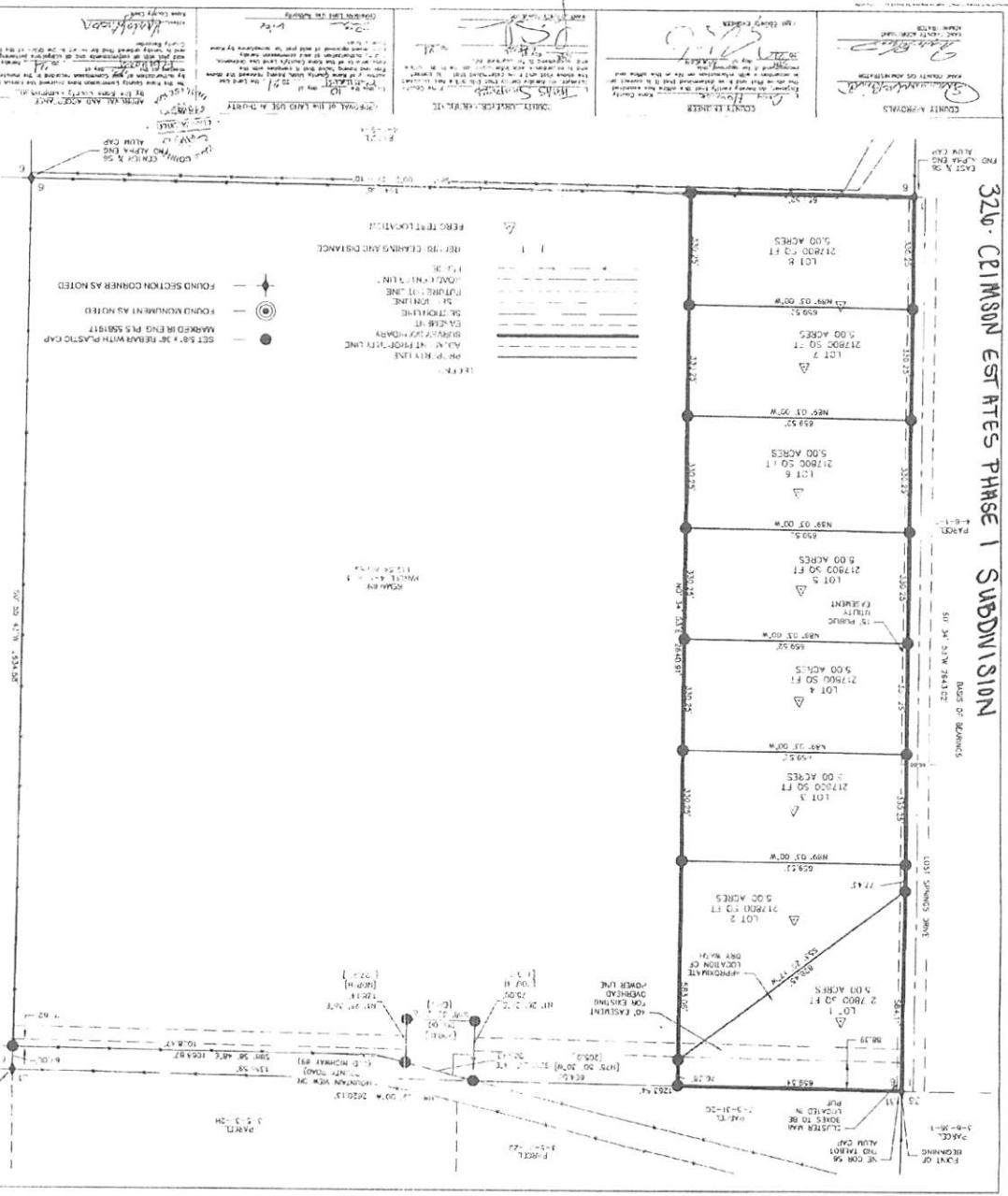
BEGINNING at the Northwest corner of said Section 6, and running; thence, along the west line of said Section 31, North 01° 01' 12" East 294.75 feet, to the southernly right-of-way of Old Highway 89; thence, along said right-of-way, South 75° 41' 40" East 1293.44 feet; thence South 88° 52' 00" East 4.71 feet; thence, departing said right-of-way, South 01° 26' 36" West 175.00 feet; thence South 88° 33' 24" East 200.00 feet; thence North 01° 26' 36" East 128.14 feet, to said right-of-way; thence, along said right-of-way, South 75° 22' 14" East 90.72 feet; thence South 88° 58' 48" East 40.40 feet; thence South 00° 45' 17" West 2008.85 feet; thence South 89° 03' 00" East 129.32 feet, to the beginning of a curve; thence, along the curve to the left, 156.82 feet, having a radius of 200.00 feet, a central angle of 44° 55' 37" and whose long chord bears North 68° 29' 11" East 152.84 feet; thence South 43° 58' 37" East 873.43 feet, to the East-West ¼ Line of said Section 6; thence, along said line, North 89° 03' 00" West 1809.37 feet, to the southeast corner of Lot 8 of Crimson Estates Phase 1 Subdivision; thence, along the east line of said subdivision, North 00° 34' 53" East 2640.91 feet, to the northeast corner of Lot 1 of said subdivision and the north line of said Section 6; thence, along said line, North 88° 52' 00" West 659.54 feet, to the POINT OF BEGINNING; containing 67.40 acres (more or less).

**Crimson Estates Phase 3 Description:**

BEGINNING at the Center 1/4 corner of Section 6, Township 44 South, Range 6 West, Salt Lake Base and Meridian, and running; thence, along the East-west ¼ line of said section, North 89° 03' 00" West 135.21 feet, to the southeast corner of Lot 17 of Crimson Estates Phase 2 Subdivision; thence, along the easterly boundary of said subdivision, North 43° 58' 37" West 873.43 feet, to the beginning of a non-tangential curve; thence, along the curve to the right, 156.82 feet, having a radius of 200.00 feet, a central angle of 44° 55' 37" and whose long chord bears South 68° 29' 11" West 152.84 feet; thence North 89° 03' 00" West 129.32 feet; thence North 00° 45' 17" East 2008.85 feet, to the southernly right-of-way of Old Highway 89; thence, departing said subdivision and along said right-of-way, South 88° 58' 48" East 1028.47 feet, to the North-south ¼ Line of said section; thence, along said line, South 00° 55' 43" West 2567.58 feet, to the POINT OF BEGINNING; containing 52.50 acres (more or less).

# **EXHIBIT B**

320- CRIMSON ESTATES PHASE 1 SUBDIVISION



CRIMSON ESTATES PHASE 1 SUBDIVISION. TOWNSHIP 44 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN. KANE COUNTY, UTAH. SURVEYOR'S CERTIFICATE. SUBDIVISION INFORMATION. INITIAL SUBMITTAL. DATE: 10/20/21. DESCRIPTION: CRIMSON ESTATES PHASE 1 SUBDIVISION. LOT 1 SPRINGS ROAD. KANE COUNTY, UTAH.



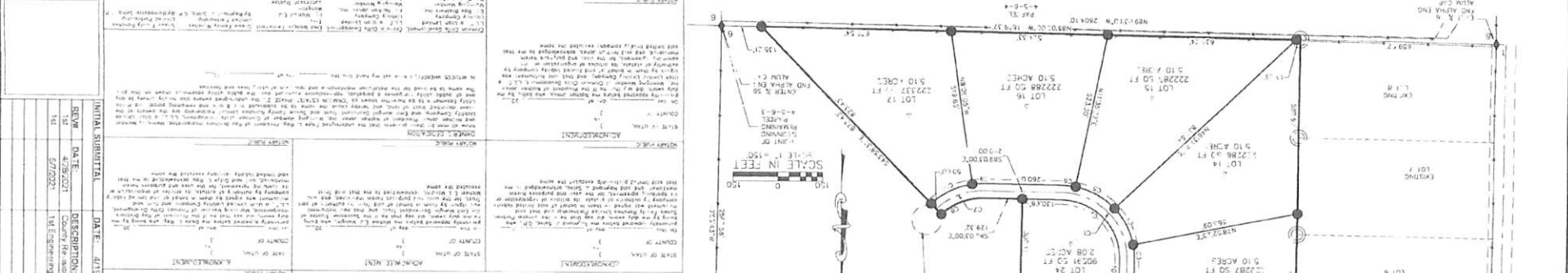
IRON ROCK ENGINEERING. Building on Solid Foundations. KANE COUNTY, UTAH. 480 E. 200 N. SUITE 100. P.O. BOX 117. HENRIEVILLE, UT 84302

CRIMSON ESTATES PHASE 1 SUBDIVISION. LOT 1 SPRINGS ROAD. KANE COUNTY, UTAH.

Table with columns: INITIAL SUBMITTAL, DATE, DESCRIPTION, DRAWN BY, CHECKED BY, DATE.

1 OF 1. SHEET 1 OF 150. CRIMSON ESTATES PHASE 1 SUBDIVISION.

**COUNTY RESOLUTIONS**  
 The Board of County Commissioners of Kane County, Utah, has reviewed and approved the following resolutions:  
 1. That the Surveyor be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.  
 2. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.  
 3. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.  
**COUNTY ENGINEERS**  
 The County Engineer has reviewed and approved the following resolutions:  
 1. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.  
 2. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.  
**APPROVAL BY THE LAND USE AUTHORITY**  
 The Land Use Authority has reviewed and approved the following resolutions:  
 1. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.  
 2. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.  
**APPROVAL BY THE LOCAL GOVERNMENT**  
 The Local Government has reviewed and approved the following resolutions:  
 1. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.  
 2. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.



**PERMITS, RECORDS AND DISTANCE**  
 The Surveyor has reviewed and approved the following resolutions:  
 1. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.  
 2. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.  
**PROPERTY LINE**  
 The Surveyor has reviewed and approved the following resolutions:  
 1. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.  
 2. That the Survey be and he is authorized to execute the Survey and to file the same in the County Clerk's Office.

Lot	Area (Acres)	Area (Sq Ft)	Perimeter (Feet)	Remarks
1	2.00	138,688	1,200	
2	2.00	138,688	1,200	
3	2.00	138,688	1,200	
4	2.00	138,688	1,200	
5	2.00	138,688	1,200	
6	2.00	138,688	1,200	
7	2.00	138,688	1,200	
8	2.00	138,688	1,200	
9	2.00	138,688	1,200	
10	2.00	138,688	1,200	
11	2.00	138,688	1,200	
12	2.00	138,688	1,200	
13	2.00	138,688	1,200	
14	2.00	138,688	1,200	
15	2.00	138,688	1,200	
16	2.00	138,688	1,200	
17	2.00	138,688	1,200	
18	2.00	138,688	1,200	
19	2.00	138,688	1,200	
20	2.00	138,688	1,200	
21	2.00	138,688	1,200	
22	2.00	138,688	1,200	
23	2.00	138,688	1,200	
24	2.00	138,688	1,200	
25	2.00	138,688	1,200	

**CRIMSON ESTATES PHASE 2**  
 SUBDIVISION FINAL PLAT  
 LOCATED IN THE NW 1/4 OF SECTION 6,  
 TOWNSHIP 44 SOUTH, RANGE 5 WEST, SALT LAKE BASIN AND  
 SOUTH, RANGE 5 WEST, SALT LAKE BASIN AND MERIDIAN 43  
 SOUTHWEST QUARTER  
 KANE COUNTY, UTAH

**IRON ROCK ENGINEERING**  
 400 E. 300 SOUTH  
 KANAB, UTAH 84741  
 435-644-2031  
 www.ironrockeng.com

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**CRIMSON ESTATES PHASE 2**  
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 TOWNSHIP 44 SOUTH, RANGE 5 WEST, SALT LAKE BASIN AND  
 SOUTH, RANGE 5 WEST, SALT LAKE BASIN AND MERIDIAN 43  
 SOUTHWEST QUARTER  
 KANE COUNTY, UTAH



# **EXHIBIT C**



## SUBDIVISION BOND

BOND NO.: 800101063

KNOW ALL MEN BY THESE PRESENTS,

That we, Crimson Cliffs Development, LLC as Principal, and **ATLANTIC SPECIALTY INSURANCE COMPANY**, a Corporation duly incorporated under the laws of the State of New York, as Surety, are held and firmly bound unto Kane County, as Obligee, in the penal sum of Six Hundred Fifteen Thousand Six Hundred Thirteen 18/100 Dollars (\$615,613.18), for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Obligee for Residential Building Lots

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee against any and all loss or damage directly arising by reason of the failure of the Principal to faithfully perform said agreement then this obligation shall be void; otherwise to remain in full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. That the Principal shall faithfully perform all the terms and conditions of said agreement to be performed by the Principal.
2. That if the Principal shall abandon said agreement or be lawfully compelled by reason of a default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sub-let the completion thereof.
3. That the Obligee shall notify the Surety in writing by certified mail, addressed and mailed at its Home Office at 605 Highway 169 North, Suite 800, Plymouth, Minnesota, USA 55441 of any breach of said Agreement within a reasonable time after such breach shall come to the knowledge of the Obligee.
4. The Bond amount shall be reduced automatically by the percentage of the work completed and approved by the Obligee or the Architect or the Engineer.
5. No right of action shall accrue on this bond to or for the use of any person, or corporation other than the Obligee named herein.

605 Highway 169 North, Suite 800  
Plymouth, Minnesota, USA 55441  
Web: [intactspecialty.com/surety](http://intactspecialty.com/surety)  
E-mail: [surety@intactinsurance.com](mailto:surety@intactinsurance.com)



Signed, sealed and dated this 19th day of May, 2021.

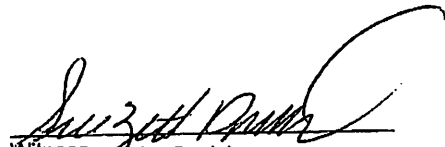
Crimson Cliffs Development LLC

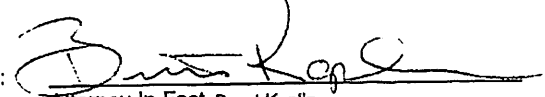
\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Principal

ITS: \_\_\_\_\_

**Atlantic Specialty Insurance Company**

  
Witness Suzett Daniels

BY:   
Attorney-In-Fact Brent Koplin



## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brent Koplin, Mark R. Hunter, George H. Swan III, Carri Anne Herron**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

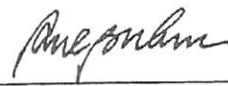
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

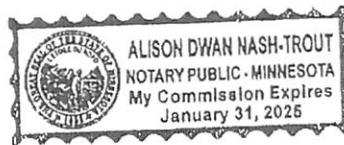
STATE OF MINNESOTA  
HENNEPIN COUNTY

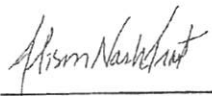


By

  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



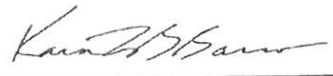
  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of May, 2021.

This Power of Attorney expires  
January 31, 2025



  
Kara Barrow, Secretary

# ITEM # 9

Discussion on Kane County Land Use Ordinance 9-10-19:  
Industrial Hemp, as a Result of HB171

## KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: June 22, 2021

Dept. /Business Name: Land Use

Topic/Re: HB 171

Description: A discussion on changing Kane County Land Use ordinance as a result of HB 171.

Attachments: HB 171

Dept. Head/Owner: Shannon McBride/Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes: **P&Z recommends no action be taken.**

1                                   **AGRICULTURAL LAND USE REGULATION**

2   2021 GENERAL SESSION

3   STATE OF UTAH

4   **Chief Sponsor: Scott H. Chew**

5   Senate Sponsor: David P. Hinkins

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6

7                   **LONG TITLE**

8                   **General Description:**

9                   This bill modifies provisions related to land use regulation by local entities.

10                  **Highlighted Provisions:**

11                  This bill:

- 12                  ▶ prohibits a municipality or county from restricting the type of crop that may be
- 13 grown in certain areas;
- 14                  ▶ prohibits regulation by a municipality or county of an industrial hemp producer
- 15 licensee in conflict with specified statutes and jurisprudence; and
- 16                  ▶ makes technical changes.

17                  **Money Appropriated in this Bill:**

18                  None

19                  **Other Special Clauses:**

20                  None

21                  **Utah Code Sections Affected:**

22                  **AMENDS:**

- 23                  10-9a-501, as last amended by Laws of Utah 2019, Chapter 384
- 24                  10-9a-528, as enacted by Laws of Utah 2019, First Special Session, Chapter 5
- 25                  17-27a-501, as last amended by Laws of Utah 2019, Chapter 384
- 26                  17-27a-525, as enacted by Laws of Utah 2019, First Special Session, Chapter 5

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27

28                  *Be it enacted by the Legislature of the state of Utah:*

29                  Section 1. Section 10-9a-501 is amended to read:

30           **10-9a-501. Enactment of land use regulation, land use decision, or development**  
31 **agreement.**

32           (1) Only a legislative body, as the body authorized to weigh policy considerations, may  
33 enact a land use regulation.

34           (2) (a) Except as provided in Subsection (2)(b), a legislative body may enact a land use  
35 regulation only by ordinance.

36           (b) A legislative body may, by ordinance or resolution, enact a land use regulation that  
37 imposes a fee.

38           (3) A legislative body shall ensure that a land use regulation is consistent with the  
39 purposes set forth in this chapter.

40           (4) (a) A legislative body shall adopt a land use regulation to:

41           (i) create or amend a zoning district under Subsection 10-9a-503(1)(a); and

42           (ii) designate general uses allowed in each zoning district.

43           (b) A land use authority may establish or modify other restrictions or requirements  
44 other than those described in Subsection (4)(a), including the configuration or modification of  
45 uses or density, through a land use decision that applies criteria or policy elements that a land  
46 use regulation establishes or describes.

47           (5) A municipality may not adopt a land use regulation, development agreement, or  
48 land use decision that restricts the type of crop that may be grown in an area that is:

49           (a) zoned agricultural; or

50           (b) assessed under Title 59, Chapter 2, Part 5, Farmland Assessment Act.

51           Section 2. Section **10-9a-528** is amended to read:

52           **10-9a-528. Cannabis production establishments, medical cannabis pharmacies,**  
53 **and industrial hemp producer licensee.**

54           (1) As used in this section:

55           (a) "Cannabis production establishment" means the same as that term is defined in  
56 Section 4-41a-102.

57           (b) "Industrial hemp producer licensee" means the same as the term "licensee" is

58 defined in Section 4-41-102.

59 ~~[(b)]~~ (c) "Medical cannabis pharmacy" means the same as that term is defined in  
60 Section 26-61a-102.

61 (2) (a) (i) A municipality may not regulate a cannabis production establishment in  
62 conflict with:

63 (A) Title 4, Chapter 41a, Cannabis Production Establishments, and applicable  
64 jurisprudence; and

65 (B) this chapter.

66 (ii) A municipality may not regulate a medical cannabis pharmacy in conflict with:

67 (A) Title 26, Chapter 61a, Utah Medical Cannabis Act, and applicable jurisprudence;  
68 and

69 (B) this chapter.

70 (iii) A municipality may not regulate an industrial hemp producer licensee in conflict  
71 with:

72 (A) Title 4, Chapter 41, Hemp and Cannabinoid Act, and applicable jurisprudence; and

73 (B) this chapter.

74 (b) The Department of Agriculture and Food has plenary authority to license programs  
75 or entities that operate a cannabis production establishment.

76 (c) The Department of Health has plenary authority to license programs or entities that  
77 operate a medical cannabis pharmacy.

78 (3) (a) Within the time period described in Subsection (3)(b), a municipality shall  
79 prepare and adopt a land use regulation, development agreement, or land use decision in  
80 accordance with this title and:

81 (i) regarding a cannabis production establishment, Section 4-41a-406; or

82 (ii) regarding a medical cannabis pharmacy, Section 26-61a-507.

83 (b) A municipality shall take the action described in Subsection (3)(a):

84 (i) before January 1, 2021, within 45 days after the day on which the municipality  
85 receives a petition for the action; and

86 (ii) after January 1, 2021, in accordance with Subsection 10-9a-509.5(2).

87 Section 3. Section 17-27a-501 is amended to read:

88 **17-27a-501. Enactment of land use regulation.**

89 (1) Only a legislative body, as the body authorized to weigh policy considerations, may  
90 enact a land use regulation.

91 (2) (a) Except as provided in Subsection (2)(b), a legislative body may enact a land use  
92 regulation only by ordinance.

93 (b) A legislative body may, by ordinance or resolution, enact a land use regulation that  
94 imposes a fee.

95 (3) A land use regulation shall be consistent with the purposes set forth in this chapter.

~~96 (4) (a) A legislative body shall adopt a land use regulation to:~~

97 (i) create or amend a zoning district under Subsection 17-27a-503(1)(a); and

98 (ii) designate general uses allowed in each zoning district.

99 (b) A land use authority may establish or modify other restrictions or requirements  
100 other than those described in Subsection (4)(a), including the configuration or modification of  
101 uses or density, through a land use decision that applies criteria or policy elements that a land  
102 use regulation establishes or describes.

103 (5) A county may not adopt a land use regulation, development agreement, or land use  
104 decision that restricts the type of crop that may be grown in an area that is:

105 (a) zoned agricultural; or

106 (b) assessed under Title 59, Chapter 2, Part 5, Farmland Assessment Act.

107 Section 4. Section 17-27a-525 is amended to read:

108 **17-27a-525. Cannabis production establishments and medical cannabis**  
109 **pharmacies.**

110 (1) As used in this section:

111 (a) "Cannabis production establishment" means the same as that term is defined in  
112 Section 4-41a-102.

113 (b) "Industrial hemp producer licensee" means the same as the term "licensee" is

114 defined in Section 4-41-102.

115 [(b)] (c) "Medical cannabis pharmacy" means the same as that term is defined in  
116 Section 26-61a-102.

117 (2) (a) (i) A county may not regulate a cannabis production establishment in conflict  
118 with:

119 (A) Title 4, Chapter 41a, Cannabis Production Establishments, and applicable  
120 jurisprudence; and

121 (B) this chapter.

122 (ii) A county may not regulate a medical cannabis pharmacy in conflict with:

123 (A) Title 26, Chapter 61a, Utah Medical Cannabis Act, and applicable jurisprudence;  
124 and

125 (B) this chapter.

126 (iii) A county may not regulate an industrial hemp producer licensee in conflict with:

127 (A) Title 4, Chapter 41, Hemp and Cannabinoid Act, and applicable jurisprudence; and

128 (B) this chapter.

129 (b) The Department of Agriculture and Food has plenary authority to license programs  
130 or entities that operate a cannabis production establishment.

131 (c) The Department of Health has plenary authority to license programs or entities that  
132 operate a medical cannabis pharmacy.

133 (3) (a) Within the time period described in Subsection (3)(b), a county shall prepare  
134 and adopt a land use regulation, development agreement, or land use decision in accordance  
135 with this title and:

136 (i) regarding a cannabis production establishment, Section 4-41a-406; or

137 (ii) regarding a medical cannabis pharmacy, Section 26-61a-507.

138 (b) A county shall take the action described in Subsection (3)(a):

139 (i) before January 1, 2021, within 45 days after the day on which the county receives a  
140 petition for the action; and

141 (ii) after January 1, 2021, in accordance with Subsection [~~10-9a-509.5(2)~~]

142 17-27a-509.5(2).

# ITEM # 10

Approval to Dispose of Kane County Travel Council  
Surplus Equipment

# ITEM # 11

Review and Approve Kane County Certified Tax  
Rates for 2021

**Utah State Tax Commission - Property Tax Division**

**Tax Rate Summary (693)**

**ENTITY: 1015 MULTICOUNTY ASSESSING & COLLECTING LEVY**

**Form PT-693**

Rev. 2/15

**KANE COUNTY**

**Tax Year: 2021**

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
950 Multicounty Assessing & Collecting 59-2-1602	0.000012	0.000012		19,089
<b>Total Tax Rate</b>	<b>0.000012</b>	<b>0.000012</b>	<b>Total Revenue</b>	<b>\$19,089</b>

**Certification by Taxing Entity**

I, \_\_\_\_\_, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing address: \_\_\_\_\_

**Utah State Tax Commission - Property Tax Division**  
**Tax Rate Summary (693)**  
**ENTITY: 1015 MULTICOUNTY ASSESSING & COLLECTING LEVY**

**Form PT-693**

Rev. 2/15

**KANE COUNTY**

**Tax Year: 2021**

The Board of Trustees for the above special district has set the current year's tax rates as follows:

<b>Purpose of Tax Rate (Code from Utah Code Annotated)</b>	<b>Auditor's Tax Rate</b>	<b>Proposed Tax Rate</b>	<b>Maximum By Law</b>	<b>Budgeted Revenue</b>
950 Multicounty Assessing & Collecting 59-2-1602	0.000012	0.000012		19,089
<b>Total Tax Rate</b>	<b>0.000012</b>	<b>0.000012</b>	<b>Total Revenue</b>	<b>\$19,089</b>

**Certification by Taxing Entity**

I, \_\_\_\_\_, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing address: \_\_\_\_\_

**Utah State Tax Commission - Property Tax Division**

**Tax Rate Summary (693)**

**ENTITY: 1010 KANE**

**Form PT-693**

Rev. 2/15

**KANE COUNTY**

**Tax Year: 2021**

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
10 General Operations §59-2-908	0.002995	0.002995	.003200	4,760,916
30 Library §9-7-401 & 501	0.000039	0.000039	0.001	61,995
540 Health §26A-1-117			0.0004	0
<b>Total Tax Rate</b>	<b>0.003034</b>	<b>0.003034</b>	<b>Total Revenue</b>	<b>\$4,822,911</b>

**Certification by Taxing Entity**

I, \_\_\_\_\_, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing address: \_\_\_\_\_

# ITEM # 12

Review and Approve the Kane County Fraud Risk  
Assessment

# Fraud Risk Assessment

Continued

\*Total Points Earned: \_\_\_\_/395 \*Risk Level: Very Low Low Moderate High Very High  
 > 355    316-355    276-315    200-275    < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	150	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	0	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	0	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training ( <a href="http://training.auditor.utah.gov">training.auditor.utah.gov</a> ) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?	20	20

\*Entity Name: Kane County

\*Completed for Fiscal Year Ending: June 30, 2021 \*Completion Date: 6/8/21

\*CAO Name: Brent Chamberlain \*CFO Name: Karla Johnson

\*CAO Signature: [Signature] \*CFO Signature: Karla Johnson

\*Required

# Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?		✓		
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".		✓		
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?		✓		
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".		✓		
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

*2/21  
6/20/10  
Charles  
Kawley  
Office*

\* MC = Mitigating Control

# ITEM # 13

Discussion and Approval of Kane County  
Ordinance No. O-2021-23 an Ordinance  
Establishing the Kane County Constitutional  
Defense Council

**KANE COUNTY ORDINANCE NO. O 2021 - 23**

**AN ORDINANCE ESTABLISHING  
THE KANE COUNTY CONSTITUTIONAL DEFENSE COUNCIL**

**WHEREAS**, the Kane County Board of Commissioners, desires to uphold and defend the Constitution of the United States of America and Constitution of the State of Utah; and

**WHEREAS**, the Kane County Board of Commissioners desires to uphold and defend the constitutional principle of federalism where State and local governments or the people retain all rights and authority that is not expressly delegated to the federal government; and

**WHEREAS**, the Kane County Board of Commissioners desires to uphold and defend the constitutional principle of separation of powers where both State and federal governments have three separate and distinct branches of government, legislative, executive, and judicial, who cannot exercise the power or authority of another branch, except under limited circumstances where there is both express statutory and constitutional authority for the executive branch to exercise a specific and limited delegation of legislative authority; and

**WHEREAS**, the Kane County Board of Commissioners finds that the federal government, through the use of congressional legislation, administrative rule, and executive orders, has continued to encroach on the rights of state and local government and the people of Kane County and has eroded the constitutional principles of federalism and separation of powers; and

**WHEREAS**, the State of Utah has not taken sufficient action to adequately protect the constitutional rights of the residents of Kane County and to adequately protect from the erosion of these aforementioned constitutional principles; and

**WHEREAS**, during the course of the last fifteen months, due to the extreme circumstances of the global coronavirus pandemic, both the federal government and the State of Utah have increasingly allowed the executive branch to illegally and unconstitutionally expand its authority to areas of clear legislative authority; and

**WHEREAS**, the President of the United States has increasingly relied on Executive Orders to effect new policy that affect and restrict the rights of Americans; and

**WHEREAS**, the Kane County Commission finds that the creation of the Kane County Constitutional Defense Council as set forth herein is a necessary step in protecting the rights of Kane County residents and helping to stem the ever growing tide of erosion of constitutional principles; and

**WHEREAS**, the statutory authority for this ordinance is found in Utah State Code §§ 17-53-201;

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

Additions to the Ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

**Title 2**  
**Boards, Commissions and Agencies**  
**Chapter 7**  
**KANE COUNTY CONSTITUTIONAL DEFENSE COUNCIL**

**2-7-1: TITLE:**

This chapter is known as “Kane County Constitutional Defense Council.”

**2-7-2: DEFINITIONS:**

The following words and phrases used in this chapter shall have the following meanings:

- A. “Agency of the State of Utah” means a department, agency, authority, commission, council, board, office, bureau, or other administrative unit of the executive branch of the government of the State of Utah.
- B. “Agency of the United States” means a department, agency, authority, commission, council, board, office, bureau, or other administrative unit of the executive branch of the government of the United States
- C. “Constitutional Defense Plan” means a plan that outlines actions and expenditures to fulfill the duties of the Council.
- D. “Council” means the Kane County Constitutional Defense Council.
- E. “Federal Governmental Entity” means:
  - 1. the President of the United States;
  - 2. the United States Congress;
  - 3. an Agency of the United States; or
  - 4. an employee or official appointed by the President of the United States.
- F. “Federal Law” means:
  - 1. an executive order issued by the President of the United States;
  - 2. a statute passed by the United States Congress;
  - 3. a regulation or rule adopted by an Agency of the United States; or
  - 4. a policy statement, order, guidance, or action by:
    - i. an Agency of the United States; or
    - ii. an employee or official appointed by the President of the United States.
- G. “State Governmental Entity” means:
  - 1. the Governor of the State of Utah;
  - 2. the Utah Legislature;
  - 3. an Agency of the State of Utah; or
  - 4. an employee or official appointed by the Governor of the State of Utah.
- H. “State law” means:
  - 1. an executive order by the Governor of the State of Utah;
  - 2. a law passed by the Utah legislature;
  - 3. a regulation adopted by an Agency of the State of Utah; or
  - 4. a policy statement, order, guidance, or action by:
    - i. an Agency of the State of Utah; or
    - ii. an employee or official appointed by the Governor of the State of Utah.

### **2-7-3: CREATION AND OPERATIONS OF THE KANE COUNTY CONSTITUTIONAL DEFENSE COUNCIL**

- A. There is created the Kane County Constitutional Defense Council.
- B. The Council shall consist of the following members:
  - 1. The Kane County Commissioners;
  - 2. The Kane County Attorney or the Kane County Attorney's designee;
  - 3. The Kane County Sherriff or the Kane County Sherriff's designee; and
  - 4. Two residents of Kane County appointed by the County Commission.
- C. A majority of the Council members shall select a chair from among the Council membership, which chair shall conduct council meetings.
- D. A Council member's term of office shall coincide with their respective term of office for County Commission, County Sheriff, or County Attorney. For the two resident positions, the term of office shall be for two year staggered terms.
- E. When a vacancy occurs in the membership due to the member's resignation, change in designation by the designating authority, or upon the expiration of the term of the office that relates to the member's position with the council, then the appropriate office holder or designating authority may make another appointment or accept appointment by written notice to the council chair.
- F. A majority of the membership on the Council is required for a quorum to conduct Council business. A majority vote of the quorum is required for any action taken by the Council.
- G. The Council shall meet as needed as determined by the Kane County Commission.
- H. Before calling a meeting, the Council chair shall solicit items for the agenda from other members of the council.
- I. The Council shall comply with Utah Code Title 52, Chapter 4, Open and Public Meetings Act and Title 63G, Chapter 2, Government Records Access and Management Act.
- J. A member of the Council may not receive compensation or benefits for the member's service, but may be reimbursed for expenses as set forth in the Kane County Employee Handbook.
- K. The Council shall not expend, commit, or appropriate any county funds.

### **2-7-4 DUTIES OF THE COUNCIL**

- A. The Council shall advise and assist the Kane County Commission on the following issues:
  - 1. the constitutionality of Federal Law and State Law;
  - 2. recommendations to challenge Federal Law or State Law and the rationale for and effectiveness of the Federal Law and State Law;
  - 3. legal and policy issues surrounding state and local government rights;
  - 4. disagreements with other state or local governments regarding the use or ownership of natural resources; and
  - 5. the advisability, feasibility, estimated cost, and likelihood of success of challenging:
    - a. state and federal court rulings that:
      - (1) impact a power or a right reserved to the state or its citizens by the United States Constitution, Amendment IX or X;

- (2) impact a power or right declared in the Utah State Constitution Article I;
  - (3) impact a power or right declared or granted in any other federal, state, or local governing document; or
  - (4) expand or grant a power to the United States government beyond the limited, enumerated powers granted by the United States Constitution;
- b. federal or state laws or regulations that reduce or negate water rights or the rights of owners of private property, or the rights and interest of state and local governments, including sovereignty interests and the power to provide for the health, safety, and welfare, and promote the prosperity of their inhabitants;
  - c. conflicting federal or state regulations or policies in land management on federal, state, or other public land;
  - d. federal or state intervention that would damage the mining, timber, or ranching industries of Kane County;
  - e. the authority of federal or state governments and agencies to mandate local environmental or health standards and penalties; and
  - f. any other issue that is relevant to this Section.
- B. The Council may specifically review certain executive orders by the President of the United States or by the Governor of the State of Utah that are not affirmed by a vote of the applicable legislative body and signed into law as prescribed by the Constitution of the United States or the Constitution of the State of Utah.
- C. Upon review, the council may recommend to the Kane County Commission that an executive order be further examined by the Kane County Attorney or another appropriate authority to determine:
- 1. the constitutionality of the executive order; and
  - 2. whether the Kane County Commission should seek to have the executive order declared to be an unconstitutional exercise of legislative authority or otherwise unlawful.
- D. No local government agency, elected or appointed official, or employee may implement or enforce a Federal Law and State Law, and specifically any executive order issued by the Governor of the State of Utah or the President of the United States, that is determined by the Kane County Attorney to be unconstitutional or unlawful under this section if the order relates to:
- 1. a pandemic or other public health emergency;
  - 2. the regulation of natural resources;
  - 3. the regulation of the agricultural industry;
  - 4. the regulation of land use;
  - 5. the regulation of the constitutional right to keep and bear arms; or
  - 6. the regulation of any other constitutional right set forth in the Constitution of the United States or the Constitution of the State of Utah.

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End of Ordinance

This Ordinance shall be deposited in the Office of the County Clerk, and shall take effect fifteen days after the date shown below.

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

ADOPTED this 22<sup>nd</sup> day of June 2021.

ATTEST:

\_\_\_\_\_  
Andrew Gant, Chair  
Board of Commissioners  
Kane County

\_\_\_\_\_  
KARLA JOHNSON  
Kane County Clerk

Commissioner Heaton voted \_\_\_\_\_  
Commissioner Gant voted \_\_\_\_\_  
Commissioner Chamberlain voted \_\_\_\_\_

# ITEM # 14

Discussion and Approval of Kane County Resolution No.  
R-2021-15 a Resolution Amending the Kane County  
Employee Handbook Regarding the Kane County Pilot  
Car

## **KANE COUNTY RESOLUTION NO. R 2021 - 15**

### **A RESOLUTION AMENDING THE KANE COUNTY EMPLOYEE HANDBOOK REGARDING THE USE OF THE COUNTY "PILOT CAR"**

**WHEREAS**, The County Commission desires to foster an efficient and effective work environment where county employees clearly know what is expected of them and supervisors know what to expect of their employees; and

**WHEREAS**, The County Commission desires to adopt, amend, and implement county wide personnel policies regarding the use of the Kane County Pilot Car that is located at the Kanab City Airport for the use of pilots visiting the Kanab and Fredonia area; and

**WHEREAS**, The statutory authority for this action is in Utah Code §17-53-201 et.al., and §17-53-301 et.al.;

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

The Kane County Employee Handbook shall be amended as set forth below. Additions are indicated by an underline and deletions are indicated by a strikethrough. As with other portions of the Handbook, these amendments shall represent countywide policy regarding county employees and Elected Officials. Additionally, where applicable the handbook shall also apply to county volunteers and paid contractors who interact with the County. These amendments shall be effective immediately.

#### **506 USE OF EQUIPMENT AND VEHICLES**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

The personal use of non-vehicular equipment is authorized as set forth in Section 514. Large motorized equipment such as a bucket truck, skid steer, front-end loader or lawn maintenance equipment is not authorized for personal use unless specifically authorized under Section 514 H. All other Kane County vehicles are for official Kane County business but are authorized for personal use as set forth in this policy. Only Public Safety employees (Sheriff, Deputy Sheriff, and Road Crew Director) may take County vehicles to their home except as authorized by this policy. Only Kane County employees and Sheriff's Office Search and Rescue Volunteers are allowed to operate a Kane County Vehicle except as otherwise authorized by this policy.

For specific county activities authorized by the Senior or Volunteer and Event Centers that require the use of county vehicles, commission approved volunteers with a current driver license who have also been authorized by the Volunteer and Event Center Director, may drive a county vehicle. The Volunteer and Events Center Director shall maintain a list of approved drivers and shall present it

to the County Commission annually for approval. Additions that need to be made during the year may be approved by the Commissioner assigned to Volunteer and Events Center.

The Kane County Pilot Car stationed at the Kanab City Airport is authorized to be used by a pilot or other airport traveler that is using the Kanab City Airport. Prior to driving the Pilot Car the individual shall sign the approved Kane County Pilot Car Release of Liability Form and shall comply with all conditions listed on the form.

While on official travel employees are authorized to take family members with them and a family member with a driver's license and appropriate experience may drive the vehicle. The vehicle may also be used for incidental purposes during the travel such as traveling to restaurants or other retail establishments or traveling for leisure activities so long as the travel is minimal, reasonably within the same area as the official county business, and has so little value that accounting for it would be unreasonable or administratively impracticable. For purposes of this policy traveling less than twenty five miles for personal use shall be considered to fall under the threshold of little value. Personal use of a county vehicle while traveling on official business that is in excess of twenty five miles is authorized so long as the employee reimburses the county for the miles traveled that are solely for personal use. The reimbursement rate to the County shall be the same as the mileage reimbursement rate as set forth in section 508.

If a non-Public Safety employee is using a vehicle for official travel and will be leaving or returning home during hours of darkness or under other conditions where there may be a safety concern, they may receive approval from their supervisor to take the vehicle to their home to mitigate the safety hazard. All employees who are traveling for work should consider weather, road conditions, and the type of vehicle that will be used prior to traveling to ensure reasonably safe travel under the circumstances.

If an employee in any Department is working on a project and the location of the project in relation to the employee's home is significantly closer than the normal location for storing the county vehicle, and taking the vehicle to the employee's home instead of back to the normal location for storing the county vehicle at the conclusion of the work day will result in more work time at the project site and a cost savings to the county, specifically in reduced fuel costs, the employee may take the county vehicle to their home while working on that specific project.

In order to enhance the safety of our community by decreasing response times, public safety employees may take an assigned County Vehicle home and use the vehicle to commute to and from work assignments. No other employee may use a county vehicle for purposes of travel to and from work (commuting) unless the following have been complied with: 1. The Elected Official over the department has authorized the use for the entire department after determining that use of county vehicles for commuting would result in either a direct cost savings to the county or a significant increase in productivity, 2. After consultation with the HR Director, the Elected Official or Department Head has implemented a department wide policy to reasonably restrict other personal use of the county vehicle, and 3. The Elected Official has coordinated with the Human Resource Director to impute the wages of any employee electing to use the County Vehicle for commuting at the rate of at least \$3.00 per day. (Under IRS regulations the employee must either pay for the use of the county vehicle or the County must somehow show the benefit of this personal

use as income. The County finds that the benefit given to an employee using a county vehicle for commuting is at least \$1.50 for each direction of travel and elects to use the method of imputing this amount as wages if this policy is utilized.) An employee that elects to use a county vehicle for commuting under the authorization of this section shall be required to comply with any department policy regarding use of the vehicle and will be imputed wages for the use of the vehicle for each day of work during the period that the employee elects to have the use of the county vehicle.

Each Elected Official or Department Head may include additional restrictions in their office or department. Each employee must wear a seat belt, have a current driving license and clean record, and take a defensive driving class every five years.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles can result in disciplinary action, up to and including termination of employment.

Cell phone use, including but not limited to phone calls and texting, while operating a vehicle to perform county-related duties is strictly prohibited except for phone calls if the vehicle is equipped with technology that integrates the cell phone into the vehicle and allows the phone to be used hands free.

It is the policy of Kane County to have the Accident Review Board review all accidents committed by a Kane County employee which involve the operation of county-owned vehicle, or which occurred while operating a vehicle in the performance of duties related to their employment at Kane County. The Accident Review Board may make a recommendation concerning the employee, depending on the circumstances and driving history of the employee, which may include the loss of driving privileges, and/or reassignment, or termination.

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End of Resolution.

ADOPTED this 22<sup>nd</sup> day of June, 2021.

ATTEST:

\_\_\_\_\_  
KARLA JOHNSON  
Kane County Clerk

\_\_\_\_\_  
Andrew Gant, Chair  
Board of Commissioners  
Kane County

Commissioner Heaton voted \_\_\_\_\_  
Commissioner Gant voted \_\_\_\_\_  
Commissioner Chamberlain voted \_\_\_\_\_

# ITEM # 15

Discussion and Approval of Kane County Resolution  
No. R-2021-16 a Resolution Approving the Kane  
County Pilot Car Release of Liability Form

**KANE COUNTY RESOLUTION NO. R 2021 - 16**

**A RESOLUTION APPROVING THE KANE COUNTY PILOT CAR  
RELEASE OF LIABILITY FORM**

**WHEREAS**, the County Commission desires to provide a “Pilot Car” at the Kanab City Airport for use by pilots and other travelers who utilize the Kanab City Airport for temporary transportation to Kanab and Fredonia; and

**WHEREAS**, the County Commission desires to provide rules and regulations for the use of the Pilot Car and to limit the liability to Kane County regarding use of the Pilot Car; and

**WHEREAS**, the County Commission desires to approve the attached Kane County Pilot Car Release of Liability form and require any pilot or other traveler to sign the form prior to operating the Pilot Car; and

**WHEREAS**, The statutory authority for this action is in Utah Code §17-53-201 et.al., and §17-53-301 et.al.;

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

1. Any pilot or traveler who utilizes the Kanab City Airport may use the Kane County Pilot Car for temporary transportation to and in Kanab, Utah and Fredonia, Arizona.
2. Prior to driving the Kane County Pilot Car, the driver shall sign the Kane County Pilot Car Release of Liability Form and shall comply with the rules and regulations set forth in the form.
3. The Kane County Pilot Car Release of Liability form, attached as exhibit A, is hereby approved.

End of Resolution.

ADOPTED this 22<sup>nd</sup> day of June, 2021.

ATTEST:

\_\_\_\_\_  
KARLA JOHNSON  
Kane County Clerk

\_\_\_\_\_  
Andrew Gant, Chair  
Board of Commissioners  
Kane County

Commissioner Heaton voted \_\_\_\_\_  
Commissioner Gant voted \_\_\_\_\_  
Commissioner Chamberlain voted \_\_\_\_\_

Exhibit A  
Kane County Pilot Car Release of Liability Form  
(one page)

## KANE COUNTY PILOT CAR RELEASE OF LIABILITY

### ***READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for the use of the Kane County's "Pilot Car," a 2012 Chrysler Town & Country, Vin # 2C4RC1BG6DR628992 owned by Kane County, Utah, of 76 North Main Street, Kanab, Utah 84741 and/or use of the property, facilities and services of Kane County, I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to only use the above-mentioned vehicle in Kanab City, Utah and Fredonia, Arizona.
2. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Kane County, or the employees, representatives or agents of Kane County regarding the use of the above-mentioned vehicle.
3. I recognize that there are certain inherent risks associated with using the above-described vehicle and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Kane County for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Kane County, whether caused by the fault of myself, my family, Kane County or other third-parties.
4. I agree to indemnify and defend Kane County against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of the above-described vehicle or presence upon the facilities of Kane County.
5. I agree to pay for all damages to the facilities of Kane County caused by my or my family's negligent, reckless, or willful actions or omissions.
6. Any legal or equitable claim that may arise from participation in the above shall be resolved under Utah Law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name: \_\_\_\_\_ PHONE: \_\_\_\_\_  
DRIVER LICENSE NUMBER: \_\_\_\_\_ STATE ISSUED: \_\_\_\_\_  
DATE CHECKED OUT: \_\_\_\_\_ DATE RETURNED: \_\_\_\_\_

*IN CASE OF EMERGENCY, PLEASE CALL THE AIRPORT MANAGER: JEFF TURNER (435) 644-2299*

# ITEM # 16

Discussion and Approval of Kane County Resolution  
No. R-2021-17 a Resolution Recognizing and  
Establishing June 19<sup>th</sup> as Juneteenth National  
Independence Day and as a Federal and Local Holiday

**KANE COUNTY RESOLUTION NO. R 2021 - 17**

**A RESOLUTION RECOGNIZING AND ESTABLISHING  
JUNE 19<sup>TH</sup> AS JUNETEENTH NATIONAL INDEPENDENCE DAY  
AND AS A FEDERAL AND LOCAL HOLIDAY**

**WHEREAS**, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863 as the nation approached its third year of the Civil War, which declared in part “that all persons held as slaves” within the rebellious states “are, and henceforward shall be free”; and

**WHEREAS**, news of the end of slavery did not reach the frontier areas of the United States, in particular the State of Texas and the other Southwestern States, until months after the conclusion of the Civil War, more than 2½ years after the Emancipation Proclamation; and

**WHEREAS**, on June 19, 1865, some 2,000 Union soldiers, led by Major General Gordon Granger, arrived in Galveston, Texas, with news that the Civil War had ended and the enslaved were free, liberating more than 250,000 enslaved people; and

**WHEREAS**, African Americans who had been slaves in the Southwest celebrated June 19, commonly known as “Juneteenth Independence Day”, as inspiration and encouragement for future generations; and

**WHEREAS**, African Americans from the Southwest have continued the tradition of observing Juneteenth Independence Day for more than 150 years; and

**WHEREAS**, Juneteenth Independence Day is now celebrated in 48 States and the District of Columbia as a special day of observance in recognition of the emancipation of all slaves in the United States; and

**WHEREAS**, Juneteenth Independence Day celebrations have been held to honor African-American freedom while encouraging self-development and respect for all cultures; and

**WHEREAS**, the faith and strength of character demonstrated by former slaves and the descendants of former slaves remain an example for all people of the United States, regardless of background, religion, or race; and

**WHEREAS**, slavery was officially abolished at the ratification of the 13th Amendment to the Constitution of the United States in December 1865; and

**WHEREAS**, over the course of its history, the United States has grown into a symbol of democracy and freedom around the world; and

**WHEREAS**, the United States Congress on June 17, 2021, under S475, has established June 19<sup>th</sup> as “Juneteenth National Independence Day” and established this day as a federal holiday; and

**WHEREAS**, Utah State Governor Spencer Cox on June 17, 2021 declared June 19, 2021 as “Juneteenth in Utah”; and

**WHEREAS**, the Kane County Board of Commissioners desires to recognize June 19<sup>th</sup> as “Juneteenth National Independence Day” and to commemorate the emancipation and liberation of African Americans; and

**WHEREAS**, the statutory authority for this resolution is found in Utah State Code §§ 17-53-201;

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

1. Kane County supports the continued nationwide celebration of Juneteenth National Independence Day to provide an opportunity for the people of the United States to learn more about the past and to better understand the experiences that have shaped the United States.
2. Kane County recognizes that the observance of the end of slavery is an important part of the history and heritage of the United States.
3. Kane County recognizes the specific historical significance of Juneteenth National Independence Day to the United States.
4. Kane County hereby establishes June 19<sup>th</sup> as “Juneteenth National Independence Day” in Kane County and adopts it as a local holiday.
5. For the year 2021, this local holiday shall be observed on July 2, 2021.
6. For subsequent years, this local holiday shall be observed on June 19 and as further observed by standard Kane County employee policies.
7. The Human Resource Director is authorized to add “Juneteenth” under Section 303 of the Kane County Employee Handbook.

End of Resolution.

ADOPTED this 22<sup>nd</sup> day of June, 2021.

ATTEST:

\_\_\_\_\_  
KARLA JOHNSON  
Kane County Clerk

\_\_\_\_\_  
Andrew Gant, Chair  
Board of Commissioners  
Kane County

Commissioner Heaton voted \_\_\_\_\_  
Commissioner Gant voted \_\_\_\_\_  
Commissioner Chamberlain voted \_\_\_\_\_

# ITEM # 17

An Outdoor Recreation Grant for Mountain Bike Trails  
with the BLM in the Chocolate Cliffs Located East of  
Kanab