

**COMMISSION MEETING
PACKET**

DATE:

September 14, 2021



NOTICE AND AGENDA OF A MEETING OF THE KANE COUNTY COMMISSION

PUBLIC NOTICE IS HEREBY GIVEN that the Commissioners of Kane County, State of Utah, will hold a **Commission Meeting** in the Commission Chambers at the Kane County Courthouse, 76 N Main St., Kanab Utah on **Tuesday September 14, 2021** at the hour of **10:00 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)

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 August 24, 2021.

REGULAR SESSION:

- 1. Recognition of Retiring County Employees/Commissioner Gant**
- 2. Recommendations to SITLA: Glen Canyon Solar A, LLC-Shannon McBride/Commissioner Heaton**
- 3. Zone Change/Ordinance 2021-32: Gateway Land Holdings LLC-Shannon McBride/Commissioner Heaton**

- 4. Zone Change/Ordinance 2021-34: Mongini-Shannon McBride/Commissioner Heaton**
- 5. Subdivision Final Plat: Crimson Estates Phase 3-Shannon McBride/Commissioner Heaton**
- 6. Subdivision Preliminary Plat: Lost Springs Ranch-Shannon McBride/Commissioner Heaton**
- 7. Ordinance 2021-35: Revising KCLUO Chapter 5-Shannon McBride/Commissioner Heaton**
- 8. MOU with Kanab City Accommodating the Electric Chargers/Commissioner Chamberlain**
- 9. Joint Letter with UDOT to Director Bird with UDEQ/Commissioner Chamberlain**
- 10. Kane County Resolution No. R-2021-31 a Resolution Declaring a Local State of Emergency Due to Extremely Low Water Levels in Lake Powell/Commissioner Gant**
- 11. Kane County Resolution No. R-2021-32 a Resolution of Appointment of a Kane County Representative and an Alternate Representative for the Utah Counties Indemnity Pool Annual Membership Meeting/Commissioner Heaton**

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 –
Public Lands-
Road Supervisor –
Senior Center Director -

Closed Session:

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

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify 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 August 24, 2021

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
August 24, 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, Sheriff Tracy Glover, Clerk/Auditor Karla Johnson and, Deputy Clerk/Auditor Candice Brown

Also Present: Rhonda Gant, Kresta Blomquist, Charee Shepherd, Bert Harris, Shannon McBride, Taylor Glover,

CALL MEETING TO ORDER: Commissioner Gant

INVOCATION: Commissioner Gant

PLEDGE OF ALLEGIANCE: Commissioner Chamberlain

WELCOME: Commissioner Gant

PUBLIC COMMENT:

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

James Bermant: James wanted to talk about a few of the items on the agenda. James said to please vote yes on item #2 Resolution R-2021-25. He said on items #19 and #20 he strongly opposes the appointment of Bart Batista to the Kane County Recreation and Transportation Special Service District, he thinks there are individuals that are more

qualified. On Item #3 he thinks we need to have some issues resolved before we start adding more houses and lots. On item #4 from what he understands is they are asking to put a helipad in and he doesn't think that is a good idea and for item #10 he said they need a fire station out east.

Valerie Bermant: Valerie said she is not against #3 and #4 but she would ask the Commissioner to send both back through Planning & Zoning for further study and community input.

Commissioner Gant said the hours that Planning & Zoning puts into these products ahead of time is unbelievable, the work they do with others is amazing and the documentation that Shannon and Charee put together is the best he has ever seen.

Charles Wooley: Charles thanked the Commission for the work on the Resolution R-2021-25, but paragraph seven didn't make much sense to him. Charles recommends that there be some statement of why it is there, how it is supposed to function, and what the original intent of that addition is.

Anson Clarkson: Anson gave an update on Cedar Mountain Sewer System. They are little behind schedule because of the rain. Movie Ranch road is closed and will most likely be closed through October, they are hoping to have the lift station to the main line done this year but will not be across the highway until the beginning of next year. Anson also mentioned the Reel Deal Fishing Tournament happening September 17th & 18th.

Shawna Cox: Shauna said that they were hoping a Declaration was going to be made not an Ordinance.

Colleen Huston: Colleen said that if there is in fact a drafted Resolution if "We the People" have the right to see it and the right to vote on it as a County.

Wilson Meyers: Wilson said that he lives on the land in Kane County and asked if this discussion was being recorded. He also asked if each of the Commissioners had taken an oath to defend the Constitution for the United States of America.

Robert Woods: Robert would like a simple Declaration so that everyone could understand it.

Collen Huston: Colleen said that they agree with everything in paragraphs 1-4 but in the 5th paragraph she would like to delete the last line.

Shawna Cox: Shawna said that she thought the Resolution was really good but there was a few things she would change in it and she would take section 7 out.

Lois Corson: Lois said she would concur exactly what Shawna said.

Wilson Meyers: Wilson said that Kane County is already a Second Amendment County and what the Commissioners are doing is wasting a lot of time and money over something that already exists.

Sheriff Glover: Sheriff Glover said that he appreciates all the work that has gone into making this Resolution a reality. He said there has been a little dialogue that he has had with residents about section 7 so he would ask that the Commissioners carefully look at it.

Shawna Cox: Shawna said that anytime we open it up to case law it could go either way if it ever goes to court. We don't want to put ourselves into a place where it can have rejections or have someone tear it down. She said the Constitution is already clear and that it is very redundant to add because it could leave a loophole.

Commissioner Gant said he understands the concern and that that is why we are doing a Resolution.

Steve Corson: Steve wanted to know if someone went to court on a gun violation charge if they could use this Resolution in a court proceeding.

Motion to go out of Public Comment made by Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

CONSENT AGENDA:

Check Edit Report:

Approval of: Commission Meeting Minutes for July 13, 2021, July 26, 2021 and July 27, 2021.

Motion to approve the Check Edit Report and the Commission Meeting Minutes for July 13, 2021, July 26, 2021 and July 27, 2021 made by Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

REGULAR SESSION:

1. Dr. Victoria Xiong with the USU Extension/Commissioner Chamberlain

Commissioner Chamberlain said that Kevin Heaton our Extension agent with USU retired. He covered Garfield and Kane County. He said USU approached us with the idea that if we would put a little bit more money into it to support the concept of having two representatives, one for each County but with different specialties. Garfield was going to get a representative that was more of an agriculture person and we were looking for someone more horticulturist in Kane County.

Elizabeth Davis said that Victoria was by far the best candidate and she is super excited about what comes next. She also said she feels like we are perched for incredible growth.

Victoria Xiong said she wants to officially meet with Mr. Larry Baer, who was in charge of the Master Gardener's program. She also wants to meet with all the vendors for the farmers market, those will be the two biggest projects that she wants to start on. For the 2022 spring, Victoria will be in touch with all of the specialists in Utah State Extension network bringing them out to survey to see what our people are interested in and talk about converting their turf/grass yard into a more drought tolerant, more environmental friendly yard. Victoria also wants to promote the farmers market program and secure them a good spot with enough parking space for the stable vendors coming in. She wants to meet with the vendors to see what their biggest struggle is and see if we can have a date and location, we can tell everybody that want to know that we will be there when they come visit. Victoria also wants to start promoting Kanab and Kane County on social media.

2. Kane County Resolution No. R-2021-25 a Resolution Declaring Kane County a Second Amendment Sanctuary/Commissioner Heaton

Motion to approve Resolution No. R-2021-25 a Resolution Declaring Kane County a Second Amendment Sanctuary made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

3. Zone Change/Ordinance 2021-28: Clarkson- Shannon McBride/Commissioner Heaton

Charee said this was brought to Commission a couple of months ago and that we ended up zoning a strip of it R-2. Ben has the entire legal now to get the other chunk so they are taking the AG and R-2 and rezoning it to all R-2.

Commissioner Heaton said there was some confusion about the legal description. The intent was to rezone all of it. There was some confusion about it and our intent of what we voted to rezone. To clear it up they thought it best to bring it back.

P&Z recommends approval. They do not want a parcel that is half R-2 and half AG.

Motion to approve the Zone Change/Ordinance 2021-28: Clarkson made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

4. Zone Change/Ordinance 2021-29: Indian Cliffs Farms LLC- Shannon McBride/Commissioner Heaton

Charee said this one was the most controversial in their last P&Z meeting. They are wanting to go from AG to R-10. She said R-10 does not allow for the helipad, which

some people are concerned about. P&Z was split, but ultimately recommended to approve it. They had multiple people in opposition and multiple emails come in on it.

Shannon said that with Zone Changes you are looking at the zone so a lot of times the P&Z look at the whole gamut of uses. That is why Iron Rock asked their client to do the Rural 10, because it is a zone that was to gap between Commercial and AG. She said this is going to be a glamping ground. The reason they chose Rural-10 is because they didn't want the helipad and some of those uses, they want to keep it kind of isolated.

Tom Avant said a Rural-40 allows a Commercial helipad as a conditional use, a Rural-10 is not permitted. He said both of them allow a conditional private helipad but this will be a commercial operation so it will be absolutely not permitted.

Shannon said the next step they will have to come in for a Conditional Use permit, that's where they have to have the feasibility letters from Garkane. This particular one we will not have to have UDOT for the fact that it is up the canyon and not off of Highway 89.

Commissioner Heaton said it was a good discussion in P&Z. There were concerns on both sides. The majority of the concerns on the opposing side was the concept of growth in general. He said this doesn't unreasonably impact anyone because it is so remote and so far removed from everyone. He said the one concern that he thinks is valid was the added traffic to Johnson Canyon and that maybe we do look at doing some improvements.

Motion to approve Zone Change/Ordinance 2021-29: Indian Cliffs Farms LLC rezoning parcel 2-5-31 from AG to RU-10 made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

5. Zone Change/Ordinance 2021-30: KMJA LLC- Shannon McBride/Commissioner Heaton

Charee said this one affects three different parcels and that it is a total of 158.18 acres. They want to go from AG to R-2. She said they want to develop a subdivision up there and that P&Z recommends approval.

Shannon said that the developers know they have to work with UDOT and put some turn lanes in up there.

Commissioner Heaton said that this was fairly unopposed and uncontroversial. It is consistent with the other uses in the area.

Motion to approve Ordinance 2021-30: KMJA Zone Change application from AG to R-2 for Parcels 8-6-22-1, 8-6-22-4, & 8-6-27-4 made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

6. Zone Change/Ordinance 2021-31: BIDR LLC- Shannon McBride/Commissioner Heaton

Charee said this project is up Swains Creek, it's off of Strawberry Point road and then to Harris Springs. It encompasses the east as well as the west at Strawberry Point. The existing zone right now is R-2 and R-5. They are wanting to take both of those to R-1. P&Z recommends approval.

Commissioner Heaton said this acreage and the Parcels have already come to us for a zone change, a new property owner bought it and wants to change it from R-2 and R-5 to R-1. It is consistent with what is already going on in the area and does not unreasonably impact neighbors.

Motion to approve Ordinance 2021-31: BIDR LLC Zone Change from R-2 and R-5 to R-1 in the Swains Creek Heights Subdivision for all Parcels listed made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

7. Lot Joinder: Lowe- Shannon McBride/Commissioner Heaton

Shannon said that we have to vacate (2) 7.5' Utility Easements between lots. She said when they do a Lot Joinder State Code requires that we have to have a public hearing anytime we vacate Utility Easements or a road. Shannon said this is in the Zion View Mountain Estates, Unit E and its Lots 46 & 81.

Motion to approve the Lot Joinder for the Lowes in Zion View Mountain Estates, Unit E consistent with Lots 46 & 81 becoming new Lot 81 made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

8. Lot Joinder: Wilson- Shannon McBride/Commissioner Heaton

Shannon said this is the exact same thing and still in the Zion View Mountain Estates, Unit E but it is Lot 138 & 139 vacating (2) 7.5' Utility Easements.

Motion to approve the Lot Joinder and Easement Vacation for the Wilson application joining Lots 138 & 139 becoming new Lot 139 made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

9. Rural Unimproved Subdivision: Terry Ranch- Shannon McBride/Commissioner Heaton

Shannon said this is a Rural Unimproved only two parcels. She said Mr. Terry has been in talking about the road and it did come up in their Planning and Zoning meeting. Tom Avant suggested that we could approve it if he would make sure that the access goes down, ends at the other parcel, and is not a through road. He has sent back the revised plat that we needed that shows it will end in his parcel and that it won't require the prescriptive easement. Shannon said that they had to revise the plat a little bit but everything is in order. Tom Avant has approved it.

Motion to approve the Terry Ranch Rural Unimproved Subdivision for parcel 8-6-12-1 made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

10. Review of Current Kane County Policy to Not Provide Countywide Fire Protection Coverage/Commissioner Heaton

Commissioner Heaton said he has had several emails of people out east of Kanab that are requesting we provide fire protection for them. He said a lot of insurance companies are approaching rural areas and saying that they need to do something different/something better. Commissioner Heaton said the discussion was if that was the rule of the County.

Commissioner Chamberlain said that they need to either proceed with annexation into the nearest community that has fire protection available or they could create some kind of special service district.

Sheriff Glover said that he agrees with what was said but the one issue that comes up is that those entities believe that they are giving that service to Kane County for free. That is a misconception. Statutorily we are not responsible for structural fire protection as a county level of services.

Commissioner Heaton said that he thought the intent of this item was that the County form a policy. He hopes the policy would state that if you choose to live in the County outside of an incorporated area you cannot expect municipal type services. That is the cost of living in the County.

Commissioner Gant asked Attorney Van Dyke if we need a new policy or a resolution to clarify that it isn't our job.

Attorney Van Dyke said it was whatever the Commission wants to do but that it is clear legally. County is required to provide Wildland Fire Service, it is a duty of the sheriff and then cooperatively underneath his duty we have a contract with the State Fire Warden.

The Commissioners are going to work on a letter to put out to the public on County Fire.

11. Kane County Resolution No. R-2021-26 a Resolution Annexing Little Ponderosa Ranch Subdivision into the East Zion Special Service District/Commissioner Chamberlain

Commissioner Chamberlain said that we need to get Little Ponderosa Ranch Subdivision annexed and then we have two weeks to get all the information to Ryan and the State.

Attorney Van Dyke said that they need to pass this Resolution. There is still a final entity plat that needs to be created. There is a map that is attached to the Resolution that doesn't fully comply with the plat. He said this Resolution authorizes the plat to be created, once the plat is done then Karla can send the required documents up with an application to the Lieutenant Governor's Office for Certification of Annexation and then it needs to be recorded.

Motion to adopt Resolution No. R-2021-26 a Resolution annexing Little Ponderosa Ranch Subdivision into the East Zion Special Service District made by Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

12. County Policy Regarding Reimbursement of Commissioner Mileage/Commissioner Chamberlain

Commissioner Chamberlain said that he doesn't have a problem with Commissioners not getting reimbursed for riding around the County but with the East Zion project coming on he is finding himself up there often and it is adding up to a lot of mileage. He believe that the reimbursement should apply for a certain radius.

Commissioner Gant asked if Attorney Van Dyke could edit the policy for another meeting.

Attorney Van Dyke said that they can make a voice vote change today and then he would follow up.

Rhonda said that the County does recommend that if at all possible you drive County Vehicles. All the County reimburses is \$500 toward the deductible if you are in an accident in your own vehicle. In a County vehicle, you are covered 100%.

Motion to allow reimbursement for all Commission travel made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

13. Kane County Resolution No. R-2021-29 a Resolution Calling a Special Election for the Creation of the Zion Area Public Transit District/Commissioner Chamberlain

Commissioner Chamberlain said that we are in the process of creating Zion Regional Transportation Agency. He said we the next step that needs to happen is there needs to be an election. In November, this will be tied to the Municipal Election that occurs. Kane County residents, unincorporated Kane County and Kanab City will be the ones voting in the election for this.

Motion to approve Kane County Resolution No. R-2021-29 a Resolution calling for a Special Election for the Creation of the Zion Area Public Transit District made by Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

14. Ratification of Agreement to Share Ballot Proposition Number with Kanab City for the Creation of the Zion Area Public Transit District/Commissioner Chamberlain

Karla said instead of having a proposition for Kanab City and one for Kane County it will all be one proposition.

Motion to ratify the agreement to share ballot proposition number with Kanab City for the creation of the Zion Area Public Transit District made by Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

15. Kane County Resolution No. R-2021-30 a Resolution Expanding the Administrative Control Board of the Kane County Recreation and Transportation Special Service District to Seven Members/Commissioner Gant

Commissioner Gant said that for a year they have been talking about streamlining, combining and getting more people in the loop. He said we want to get Trails, Rec and Trans, and Resource talking because most of what they do overlaps. We can't completely combine because each department has certain responsibilities

Attorney Van Dyke said from a legal perspective they are not combined, but from every actual day-to-day thing, they will act as one board.

Motion to approve Kane County Resolution No. R-2021-30 expanding the Administrative Control Board of the Kane County Recreation and Transportation to seven members made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

16. Kane County Ordinance No. O-2021-33 an Ordinance Amending Kane County Code Title 2 Chapter 3 Resource Development Committee/Commissioner Gant

Motion to approve Kane County Ordinance No. O-2021-33 an Ordinance amending Kane County Code Title 2 Chapter 3 Resource Development Committee made by Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

17. Public Hearing Regarding Possible Appointment of Tony Wright and Lance Jackson to the Kane County Resource Development Committee/Commissioner Gant

Motion to go in and out of Public Hearing at the call of the chair by Commissioner Heaton and motion carried with all Commissioner present voting in favor.

Commissioner Gant declared us in public hearing.

No comments

Commissioner Gant declared us out of public hearing.

18. Kane County Resolution No. R-2021-27 a Resolution Appointing Tony Wright and Lance Jackson to the Resource Development Committee/Commissioner Gant

Motion to approve Resolution No. R-2021-27 a Resolution appointing Tony Wright and Lance Jackson to the Resource Development Committee made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

19. Public Hearing Regarding Possible Appointment of Byard Kershaw, Bart Batista and Mike Noel to the Kane County Recreation and Transportation Special Service District/Commissioner Gant

Commissioner Gant declared us in public hearing.

No comment

Commissioner Gant declared us out of public hearing.

20. Kane County Resolution No. R-2021-28 a Resolution Appointing Byard Kershaw, Bart Batista and Mike Noel to Kane County Recreation and Transportation Special Service District/Commissioner Gant

Motion to approve Kane County Resolution No. R-2021-28 a Resolution appointing Byard Kershaw, Bart Batista and Mike Noel to Kane County Recreation and Transportation Special Service District made by Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

21. Ratification of Commission Letter Opposing the Appointment and Confirmation of Tracy Stone-Manning as the Director of the United States Bureau of Land Management/Commissioner Gant

Commissioner Gant said that we are a little behind the curve, a lot of other Southern Utah Counties were in the news as opposing this. Rob, Kresta and Taylor wrote a letter to get on the record.

Sheriff Glover said he helped do a letter from Western State Sheriffs Association to the same effect as the letter here today. They are also working on some additional outreach for those on the committee and even for some press that they are going to release on it from the Western State Sheriffs Association, stating that we can't support the nomination of someone that is engaged in felonious activities.

Motion to Ratify the Letter Opposing the Appointment of Confirmation of Tracy Stone-Manning as the Director of the BLM made by Commissioner Heaton and motion carried with all Commissioners present voting in favor.

22. FY2022 Contract between Five County Association of Governments and the Kane County Council on Aging/Commissioner Chamberlain

Commissioner Chamberlain said that this is a renewal, every year we sign a contract with Five County for reimbursement of covered expenses for the operation of the Senior Center. He said that there is nothing new or different this year. Rob has reviewed and approved it.

Motion to approve the Fiscal Year Contract between Five County Association of Governments and the Kane County Council on Aging made by Commissioner Chamberlain and motion carried with all Commissioners present voting in favor.

Reports:

County Commissioners-Commissioner Chamberlain said that Tom Carter with the State Department of Energy is coming down Monday. Commissioner Heaton said that they had a public hearing about Lydia's Canyon, they didn't approve the transfer but they made a motion to organize a committee to talk about it.

County Attorney –Attorney Van Dyke said that they are still using one of the office spaces upstairs for individual sessions, he thinks Tracy is working on getting the A/C unit changed. The one they have now

is a loud window unit that makes it difficult to do therapy in there. Robs part time position that works for the County at Southwest Behavioral Health is quitting so he needs to fill that part time position, he is going to combine one of his legal assistant positions with that part time. Robs office will also be taking over the prosecution of the Class A Misdemeanors.

County Clerk Auditor – Karla sent out financial report and added a timeline with key dates for the budget. The tentative budget needs to be approved before the 31st of October. Karla also talked about Municode and described what you can do with it.

Public Lands-Taylor said they are in the implementation phase of Enterprise Sorter for GIS. He also mentioned the Robinson Canyon Road project and what route they are going to take.

Road Supervisor –Bert said in talking with Jones and Demille he is getting concerned about the degradation of our oiled roads and the funding opportunities that we haven't had to be able to help replace them. Bert said that he got some pictures of the Cottonwood Road that is washed out that could possibly be with the NRC project. Bert also said that he keeps getting calls from Cedar Mountain from roads that are flooding, he would like support from the Commissioners to say we are giving you more than we should be.

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

WHERE UPON MEETING WAS ADJOURNED

Andy Gant Chairman

Karla Johnson Clerk/Auditor

AGENDA ITEMS

ITEM # 1

Recognition of Retiring County Employees

ITEM # 2

Recommendations to SITLA: Glen Canyon Solar A,
LLC

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: September 14, 2021

Dept. /Business Name: Land Use

Topic/Re: Recommendations to SITLA: Glen Canyon Solar A, LLC

Description: Recommendations to SITLA for a Solar Energy Facility located on approximately 1560 acres near Big Water, Utah

Attachments: Info Packet

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes:



Kane County Land Use Authority

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

SITLA Recommendations Application

Application Fee \$500

Engineering Deposit \$500

***In the event additional engineering costs are accrued by the County related to a specific project the project applicant will be responsible for all additional engineering fees.
(KCLUO 9-15A-2C)**

Applicant's Information

Name: Glen Canyon Solar A, LLC

Mailing Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] E-mail address: [REDACTED]

Property Information

Location: 1.5 miles west of Big Water Total acreage: 1,560

Acreage occupied by new use: 700 Current use of land: Vacant

PROPOSED USE: Utility-Scale Solar Energy Facility

Notice: Under Utah Code §17-27a-304 Kane County does not have jurisdiction or any regulatory authority regarding land use regulations on State of Utah School and Institution Trust Lands Administration ("SITLA") lands that are located within the unincorporated areas of the County. The official zoning map of Kane County does not designate a zone for any SITLA lands. For the purposes of making recommendations to SITLA when a project or development is being proposed on SITLA lands within the unincorporated areas of the county, Kane County treats SITLA lands as if they were zoned Commercial. Therefore, even though the Land Use Authority has processed the relevant Conditional Use Permit Application using the standard legal process in reviewing and issuing a Conditional Use Permit, this "Conditional Use Permit" has no legal authority. It does not tie to or run with the land that is the subject of the Conditional Use Permit application and it conveys no legal rights or remedies to the applicant or any third parties. This "Conditional Use Permit" acts merely as the official recommendations from Kane County to SITLA the regarding how Kane County believes SITLA should regulate the project that is proposed in the application.

KANE COUNTY RECOMMENDATIONS

Glen Canyon Solar A, LLC
Name of Applicant

September 10, 2021
Date of Application (attached)

ATTACHMENTS

Exhibit "A"..... Application for recommendations
Exhibit "B"..... Legal description of property for which
recommendations is requested
Exhibit "C"..... Site map approved by Commission

FINDINGS OF KANE COUNTY COMMISSIONERS

The Kane County Commissioners have reviewed the application for recommendations on SITLA owned property for a solar power plant. The Kane County Commissioners held a regularly scheduled meeting to consider the application and having had an opportunity to fully consider the matter, the Commission hereby makes the following findings:

1. That the proposed use is necessary or desirable and will contribute to the general well-being of the community.
2. That the use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to the property or improvements in the vicinity.
3. That the proposed use is in harmony with the intent of the General Plan and the zone in which it is located.
4. That the AES Clean Energy Solar Power 95-Megawatt (MW) photovoltaic (PV) solar energy facility located in sections Township 43 South, Range 2 East, SLB&M • Section 4: S2, SW4NW4, Lot 8 • Section 5: All • Section 6: E2 • Section 8: That portion of the N2N2 lying North of US89 • Section 9: N2NW4, consisting of 1560 acres with only 700 acres of the Project site being developed for the project, with the remainder being set aside as vacant land is in compliance with Kane County Land Use Ordinance 9-15A-(1-7) Conditional and Temporary Uses: and 9-24-(1-5) Solar Power Plants: and the 9-9-27-(1-4) Escalante Region Multiple Use/Multiple Functions Grazing Zone:
5. That AES is in compliance with the Kane County General Plan, Kane County Land Use Ordinance and Resource Management Plan provisions.
6. That the AES plant will have minimal environmental impacts and the facility will generate

emission- free electricity; the project would offset approximately 194,888 metric tons of carbon dioxide equivalent per year.

7. That AES can meet the objectives found in section 3.0 of the RECOMMENDATIONS application: meeting the increasing demand for electricity generated from clean, renewable technology; diversifying of the State's energy portfolio's; reducing greenhouse gas emissions; creating "green" jobs within the State; stimulating the local economy during construction and operation of the Project, and increased tax revenue.
8. **3.0 Project Objectives:** The Project's objective is to minimize impacts to the environment and local community by: Using existing electrical distribution facilities, rights-of-way, roads, and other existing infrastructure where possible to minimize the need for new electrical support facilities; minimizing impacts to threatened or endangered species or their habitat, wetlands and water of the United States, cultural resources, and sensitive land use; minimizing visual and aesthetic impacts through construction of a low profile solar PV facility, develop the Project in accordance with SITLA Special Use Lease Agreement No. 1793 executed on December 22, 2014 and Amendment No. 1 to Special Use Lease Agreement No. 1793 executed on November 1, 2015; and constructing, operating and maintaining the Project in compliance with local, state and federal regulations including, but not limited to, Kane County Chapter 24 regulations and Utah Code § 17C-4-103.
9. **1.1 Project Location:** The Project site includes approximately 1,560 acres of vacant, undisturbed land that is owned by the Utah School and Institutional Trust Lands Administration (SITLA). Approximately 700 acres of the Project site will be developed for the Project, with the remainder being set aside as vacant land. The preliminary Site Plan included in these RECOMMENDATIONS. Application Package shows full build-out of the Project site, but the final Site Plan will be modified during the final engineering phase to only include approximately 700 acres. The nearest habitable structures are residences located approximately .5 miles from the Project Site, and are zoned "R-1". AES acknowledges that ranching, animal operations, and other agricultural activities are the primary land use of the GSENM Multiple Use/Multiple Functions Grazing Zone which mainly consist of agricultural and recreational uses surrounding the Project Site. AES is actively engaged with SITLA and local ranchers to work cooperatively and mitigate potential impacts to grazing and ranching activities.
10. **2.2.3 DC and AC Collection, Inverters, and Transformers:** Modules would be electrically connected into strings. Each string would be funneled by electrical conduit underground to combiner boxes located throughout the solar field power blocks. The output power cables from the combiner boxes would again be consolidated and feed the DC electricity to inverters which convert the DC to AC. Each inverter will be fully enclosed, pad mounted, and stand approximately 95 inches in height. The AC output of two inverters will be fed via underground cable into the low-voltage side of the inverter step-up transformer, generally within 20 feet of the inverters.

Underground electrical cables would be installed using ordinary trenching techniques.

Trenching is expected to be relatively shallow. All construction activity (trenching, electrical routing, backfilling, and compaction) would be conducted in accordance with local, state, and federal codes and regulations.

11. **2.4 Solar Power Plant Switchgear:** Safety issues will be mitigated by requiring switchgear areas to be excavated for the transformer equipment, control building foundation, and oil containment area. Reinforced concrete will be used for foundations. Structural components in the switchgear areas would include: transformers, switchgear, and safety systems, footings and oil containment system for transformers.
12. **Kane County Land Use Ordinance Chapter 24 Compliance:** Chapter 24, Solar Power Plants, of the Kane County Land Use Ordinance establishes minimum requirements and regulations for the placement, construction and modification of solar power plants. The proposed Project complies with all applicable measures codified in Chapter 24 of the Kane County Land Use Ordinance.
13. **SITLA Lease Agreement Compliance:** AES has entered into lease agreements with SITLA (Special Use Lease Agreement No. 1793 and Amendment No. 1 to Special Use Lease Agreement No. 1793) on December 22, 2014 and November 1, 2015 for the purpose of constructing, operating, and maintaining a commercial solar electric generating facility, together with transmission lines and ancillary facilities at the Project Site (refer to Exhibit B4). As stated in the lease agreements, AES will adhere to all mutual promises and covenants contained in the lease agreements.

Article 5, Regulatory Compliance, of Special Use Lease Agreement No. 1793 specifies environmental regulatory components including, but not limited to, hazardous materials, endangered species, antiquities, wildfires, and waste. AES is committed to complying with all regulatory components contained in the lease agreements, including preparation of a Biological Resources Technical Report and a Cultural Resources Technical Report. Both reports will be submitted to Kane County and SITLA prior to construction of the Project. In the event endangered species or resources of historical or cultural significance are identified at the Project Site, AES will comply with all federal and state regulations to protect said resources.

14. **5.3 Construction Workers, Hours, and Equipment:** The Project will generate an estimated 200 new jobs during the construction phase and will provide approximately two (2) full time positions over the life of the facility for O&M activities.

The construction activities are expected to be completed in approximately 8 to 10 months. The onsite workforce will consist of laborers, various skilled trades, supervisory personnel, support personnel, and construction management personnel. Construction will generally occur during daylight hours, Monday through Friday. Weekend and non-daylight work hours may be necessary to make up schedule deficiencies, or to complete critical construction activities. Construction activities will be conducted consistent with Kane County regulations regarding hours of construction.

15. **5.4 Emergency and Shutdown Procedures:** To ensure the safety of all employees working on the Project during construction, AES will develop and implement an Emergency Response Plan for the Project in accordance with Code of Federal Regulation 1910.38 established by the Occupational Safety and Health Administration (OSHA). Key personnel will be designated to train all employees working on the Project, and will be responsible for administering emergency and shutdown procedures in the event of an emergency. Emergency and shutdown procedures will be clearly displayed in all construction trailers, along with contact information for emergency service providers and treatment facilities. Appropriate warning signage will be placed on all towers, electrical equipment, and Project Site ingress and egress points. Prior to construction, AES will notify all emergency service providers of construction activities occurring at the Project Site and inform them of all emergency and shutdown procedures, including who needs to be contacted in case of an emergency.

AES will coordinate its development of the Emergency Response Plan with the Kane County Fire Warden to ensure satisfactory safety measures are in place in the event of a wildfire. Safety measures shall include fire suppression methods that can be immediately deployed during both construction and operation of the Project. A water tank will be constructed on the Project Site to supply water to emergency service providers and regularly maintained with the guidance of the Kane County Fire Warden.

The Project will comply with the defensible space requirements of the Utah Wildland-Urban Interface Code throughout construction of the Project; ongoing maintenance will be provided to ensure removal of excessive grass, weeds, and other flammable materials from the defensible space area. AES will facilitate training for emergency service providers related to the specific hazards of the Project.

16. Kane County Commissioners recommend compliance with Kane County Ordinance (KCC 9-7-3) as stated below:

SECTION:

9-7C-1: Purpose

9-7C-2: Jurisdiction

9-7C-3: State Land Development

9-7C-4: State Land That Becomes Private Land

9-7C-1: PURPOSE:

The purpose of this article is to:

- A. Establish a process that complies with Utah Code 17-27a-304 and 305;
- B. Clarify the Land Use Administrator's role in enforcing the Land Use Ordinance on State Lands; and
- C. Clarify the application of land use regulation on land that is transferred from the State to a private party. (Ord. O-2019-23, 11-12-2019)

9-7C-2: JURISDICTION:

Kane County does not have jurisdiction regarding land use regulations on any land owned by the State of Utah, including any land owned or administered by the Utah School and Institutional Trust Lands Administration (SITLA) (See Utah Code 17-27a-304). Kane County does not assert any jurisdiction over SITLA lands regarding land use regulations while the land is owned by SITLA. No land use related permits, including but not limited to, conditional use permits, will be issued to property owned by the State of Utah or SITLA. Kane County has jurisdiction over state lands regarding all other laws of general application including but not limited to: the traffic and criminal code of the State of Utah and local traffic and criminal ordinances, State and local laws regarding nuisance abatement, and State and local building codes. Nothing in this chapter shall be construed to limit the valid jurisdiction that Kane County holds over State of Utah lands regarding regulations or laws other than land use regulations. (Ord. O-2019-23, 11-12-2019)

9-7C-3: STATE LAND DEVELOPMENT:

A. Notwithstanding the lack of jurisdiction regarding land use regulations, SITLA, or any other agency of the State, is required to submit a development plan and schedule to the Land Use Authority prior to developing land (See Utah Code 17-267a-305). The Land Use Authority is required to respond with reasonable promptness.

B. As of 2019, when SITLA has a lessee/permittee or potential lessee/permittee ("Lessee"), in order to comply with section 305, SITLA requires the lessee to apply for a conditional use permit, whether one is required or not, and even though a conditional use permit would not be legally valid on the state owned land. As a matter of policy, Kane County treats this requirement from SITLA as a request for the county to review the project and provide recommendations to SITLA on how the potential project should be regulated. The county will also use this opportunity to provide the information as anticipated by Utah Code 17-27a-305(8).

C. When the State or any agency of the State submits a development plan and schedule to the county, or when a lessee of SITLA lands applies for a conditional use permit or submits a development plan and schedule on behalf of the State or any agency of the State, the county will process the request as follows:

1. The County Commissioner who is assigned to the Land Use Authority shall review the proposed development and in consultation with the Land Use Administrator shall determine the process under which the county will issue recommendations to SITLA for the proposed development. The County Commissioner may: i) request that the development be reviewed by the Land Use Authority to develop recommendations before the issue is presented to the County Commission; ii) delegate authority to the Land Use Authority to issue the recommendations; or iii) present the matter directly to the County Commission to issue recommendations. The county shall act with reasonable promptness to issue the recommendations.

2. Report On The Proposed Development:

- a. The Land Use Administrator shall prepare a report that evaluates the proposed development prior to submitting it to the Land Use Authority or County Commission as set forth above.

- b. The size, volume, scope, and extent of the report shall be completed at the discretion of the Land Use Administrator, but at a minimum the report shall address the elements listed under Utah Code 17-27a-305(8)(ii), namely:

- (1) Compliance with applicable land use ordinances;
 - (2) The demand for public facilities caused by the proposed development;
 - (3) The amount of any applicable fee;
 - (4) Any credit against an impact fee; and

(5) The potential for waving an impact fee.

c. For purposes of determining "compliance with applicable land use ordinances," the Land Use Administrator may review any of the requirements of Title 9 in developing the report. For land owned by SITLA, the Land Use Administrator shall specifically review the requirements of land that is zoned commercial (C-2). For land owned by other agencies of the State, the Land Use Administrator shall review the requirements of the zone or zones of similarly situated land near the proposed development. Nothing in this section shall be construed as an attempt to impose a zone on any state owned land as prohibited by Utah Code 63A-5-206(6).

d. The Land Use Administrator may exercise discretion to consult with experts such as engineers, relevant industry experts, or other professionals and may conduct any relevant studies deemed necessary to fully evaluate the proposed project. Nothing in this section shall be determined to require the consultation with any expert or to conduct any study regarding the proposed project.

e. In any event, the Land Use Administrator shall act with reasonable promptness.

3. Any recommendations that are developed and approved under this section shall be completely discretionary, shall be considered a legislative action not an administrative action, shall not be subject to appeal to the Appeal Authority, and shall not be subject to any other requirements of Title 9.

4. After the recommendations are approved, the Land Use Administrator shall forward the recommendations to the State and/or SITLA. In the event that there is a lessee, the Land Use Administrator shall request that the recommendations be formalized in a lease agreement or other legally binding document between the lessee of the proposed project and the State and/or SITLA.

5. In the event that there is a lessee, if the State and/or SITLA approves the recommendations, the Land Use Administrator is authorized to: i) monitor the project for compliance with the recommendations; ii) notify the State and/or SITLA of any failure on the part of the lessee to comply with the recommendations; and iii) provide any assistance to SITLA necessary to bring the lessee into compliance with the recommendations.

(Ord. O-2019-23, 11-12-2019)

9-7C-4: STATE LAND THAT BECOMES PRIVATE LAND:

In the event that any State owned land, including SITLA administered land, is transferred to private ownership, the following shall apply:

A. All sections of the Kane County Land Use Ordinance shall apply immediately to the private parcel, limited only by the exceptions of Chapter 12 Nonconforming Uses and Noncomplying Structures.

B. Any recommendations issued to and accepted by SITLA under this Chapter 7C shall become legally binding conditions on the parcel as if a conditional use permit had been required and had been duly issued at the time the recommendations were issued, whether or not a conditional use permit was or is required. (Ord. O-2019-23, 11-12-2019)

RECOMMENDATIONS

Based on the application submitted and based on the forgoing findings of fact, the Commission hereby recommends the following recommendations listed herein. In the event that any of the recommendations of this permit are not followed, the Commission reserves the right to meet

with AES and SITLA, in whole or in part, pertaining to the recommendations granted herein.

The following recommendations are for a 700 acres, 95 MW solar power plant.

RECOMMENDATIONS FOR THE SOLAR POWER PLANT

1. The applicant must obey all state, local and federal laws in regard to use of the land on which these recommendations are outlined. This includes compliance with all local ordinances, zoning ordinances, rules, regulations or other local laws.
2. The applicant agrees to appear, when summoned in writing, at any meeting held by the Kane County Commissioners to address or answer any questions regarding the recommendations herein, including but not limited to holder's compliance or non-compliance with the recommendations of the permit. The applicant further agrees to make written response regarding compliance or non-compliance when requested by the Kane County Commission.
3. The applicant is allowed to construct and maintain the facilities, structures, and/or landscaping outlined in the site map which is attached hereto as Exhibit "C" and is hereby approved as part of the recommendations. The applicant is not allowed to construct any additional facilities, structures, and/or landscaping unless said additions are approved by the Kane County Commissioners as part of the recommendations.
4. The applicant shall maintain all property and facilities used under these recommendations in good condition and repair and shall not allow their activities to cause or create a circumstance which causes or creates disturbance to persons or properties in the area surrounding the property which is the subject of these recommendations.
5. If construction does not start in two years the AES will need to resubmit another recommendation application to update the Commissioners on the project.
6. The applicant shall allow members of the Kane County Commissioners and the Kane County Land Use Administrator and the Kane County Building Inspector, and their designated agents to inspect the premises during the course of construction, and thereafter, to insure that the applicant is complying with the recommendations granted herein.
7. Kane County has not adopted a resolution for a Community plan found in Utah Code 17C-4-103.
8. **2.2 Standard Installation, Array Assembly, and Racking:** All grading activities for the project will minimize dust by limiting access roads where appropriate throughout the construction and operation of the facility. Air Quality regulations will also need to be adhered to, especially with the construction site so close to Highway 89 and surrounding subdivisions. Water contracts for water hauling need to be established. A building permit shall be obtained before any construction begins from the Kane County Building Department.

9. 2.3 Points of Interconnection: Interconnection agreements need to be obtained before the building permit can be granted. The Applicant shall obtain the necessary road encroachment permits for the utility crossings and other improvements to be located within County road rights-of-way. All electrical interconnection or distribution lines shall comply with all applicable codes and standard commercial large scale utility requirements. “PV” systems must be approved for interconnection by the serving utility before operations can begin, if so connect. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

The Project proposes to interconnect to the existing PacifiCorp 230-kV transmission line that traverses the Project Site, and interconnects to the existing Glen Canyon Substation, located approximately 16 miles to the southeast, near Lake Powell. The solar facility would connect to an on-site project substation via multiple 34-kV underground or overhead gen-tie lines. A single span of overhead 230-kV gen-tie lines will interconnect the project substation to a newly constructed switching station at the Point of Interconnection (POI) to the existing PacifiCorp 230-kV transmission line.

10. Kane County Land Use Ordinance Chapter 24 Compliance: The minimum requirements and regulations for the placement, construction and modification of solar power plants are established in Chapter 24. The proposed Project shall comply with all applicable measures codified in Chapter 24 of the Kane County Land Use Ordinance.

11. 5.0 Project Construction: 5.1 Site Preparation: The following Best Management Practices (BMPs) will be applied as stated in the Site Preparation paragraph: worker’s facilities, roads and erosion control will be employed during site preparation and water truck refilling stations (if required) for Air Quality compliance through the Department of Air Quality for dust control. All the sites are very close to Highway 89, which has a lot of tourist traffic, and safety needs to be of utmost importance. This final BMP is required for Grading Activities. The disturbed, unpaved portions of the developed project site must have some type of ground cover to prevent the blowing of excess dust and dirt. Fugitive dust impacts from the project site shall be closely monitored during construction, and dust control methods shall be utilized as necessary to minimize fugitive dust from the project site.

AES anticipates close collaboration with Kane County during the permitting process to identify and manage any environmental conditions specific to the Project. Through the permitting process, AES will implement all required measures and BMPs as determined by Kane County and responsible agencies.

12. 5.2 - PV System Installation: Mitigation procedures for PV installation will be installed in compliance with this section. Waste generated during construction will be handled by AES’s Engineering, Procurement, and Construction (EPC) contractor. The EPC contractor will contract with a waste and recycling service provider to ensure all waste generated from construction of the Project is disposed of in accordance with federal and State regulations. Methods of waste disposal and recycling will be coordinated with the Kane County Land Use Authority. The EPC contractor will store, collect, and dispose of solid waste in such a manner as to prevent fire and health hazards, rodent harborage, insect breeding, accidents, and odor in accordance with Kane County solid waste

rules and protocol. The EPC contractor will ensure that no littering of the Project Site or neighboring properties will occur during construction.

The PV modules require a moderately flat surface for installation. Some earthwork, including grading, fill, compaction, and erosion control cultivation may be required to accommodate the placement of PV arrays, foundations or footings, access roads, and drainage features. A Utah Department Discharge Elimination System (UPDES) Construction Storm Water Permit will be obtained by AES. Construction of the PV arrays will include installation of support beams, module rail assemblies, PV modules, inverters, transformers, and buried electrical cables.

Wastes that will be generated during construction may include the following: cardboard, wood pallets, copper wire, scrap steel, common trash, and wood wire spools. AES does not expect to generate hazardous waste during construction of the Project. However, field equipment used during construction will contain various hazardous materials such as hydraulic oil, diesel fuel, grease, lubricants, solvents, adhesives, paints, and other petroleum-based products contained in construction vehicles.

13. 5.3-Construction Workers, Hours, and Equipment: Hours of construction will follow Kane County regulations. If weekend or night hours are required on an “as-needed basis”, an AES representative will contact Kane County Land Use Administrator to have RECOMMENDATIONS amended. Kane County Land Use Administrator is the contact for public complaints for hours of operations; any change in the normal business hours will require contacting the Land Use Administrator. (Kane County Land Use Ordinance 9-15A-2-E-5)

The construction activities are expected to be completed in approximately 8 to 10 months. The onsite workforce will consist of laborers, various skilled trades, supervisory personnel, support personnel, and construction management personnel. Construction will generally occur during daylight hours, Monday through Friday. Weekend and non-daylight work hours may be necessary to make up schedule deficiencies, or to complete critical construction activities. Construction activities will be conducted consistent with Kane County regulations regarding hours of construction.

14. 5.4- Emergency and Shutdown Procedures: Key personnel designated to train all employees working on the Project will need to contact local emergency agency staff and inform them of the emergency shutdown procedures including who needs to be contacted in the case of an emergency.

To ensure the safety of all employees working on the Project during construction, AES will develop and implement an Emergency Response Plan for the Project in accordance with Code of Federal Regulation 1910.38 established by the Occupational Safety and Health Administration (OSHA). Key personnel will be designated to train all employees working on the Project, and will be responsible for administering emergency and shutdown procedures in the event of an emergency. Emergency and shutdown procedures will be clearly displayed in all construction trailers, along with contact information for emergency services and treatment facilities.

15. Wildland Fire Protection: The project shall comply with the defensible space requirements of the Utah Wildland-Urban Interface Code throughout construction and operation of the facility.

Ongoing maintenance must be provided to ensure removal of grass, weeds, and other flammable materials from the defensible space area. Any vegetation control at the site shall use materials and methods that ensure protection of the groundwater. Know-Box rapid entry systems or other approved substitutes shall be required for each entrance gate and coordinated with the Kane County Fire Marshal. The Applicant shall offer to facilitate training for the appropriate fire departments(s) with training relating to the specific hazards of the Solar Power Plant (e.g. transformer fires, shock hazards).

16. Transportation: All descriptions for transportation in section 2.6.5 will be complied with. The Kane County Land Use Authority requires all county, state and federal permits be obtained and complied with. No building permit will be issued until all required permits are obtained. Utah Department of Transportation encroachment and access permits will be required to move forward on this project with any grading or building permit, due to the limited access off Highway 89.

The above requirements are found in Kane County Land Use Ordinance 9-15A-2-20.

20. Requiring turn lane improvements at street intersections when:

- a. An unsafe condition would be created by the development without the improvements;
- or
- b. The projected increase in traffic generated by the new or expanded use will lower the level of service;

21. Providing for emergency access.

The Project will generate an estimated 200 new jobs during the construction phase for each project. Employees will arrive by private automobile with an estimated 25-percent of them carpooling. Therefore, the maximum amount of employee trips per day to the Project Site will be approximately 150. Additionally, a project of this size will require approximately 66 truck trips per day for the duration of project construction. Therefore, the project has the potential to generate up to 216 trips per day to the Project Site during construction (heavy haul 39; medium haul 27). AES anticipates relatively equal amounts of personnel coming from the City of Kanab, Utah and the City of Page, Arizona, populations east and west of the Project Site.

Access to the Project Site will be provided via U.S. Highway 89 at the southeastern section of the Project Site; approximately 820 feet east of Milepost 10 (refer to Exhibit C1, *Site Plan*). To ensure the project does not impact the local circulation network or cause significant traffic on U.S. Highway 89, AES will develop and implement a Transportation Management Plan in coordination with the Kane County Engineer and UDOT prior to construction and issuance of a building permit. The Transportation Management Plan will identify potential hazards associated with the Project, outline safety and traffic calming measures, and provide guidelines for accessing the Project Site during construction and emergency situations. The Transportation Management Plan will designate specific routes for employees, delivery trucks, and emergency vehicles, and will specify design features and upgrades needed for safe and adequate ingress/egress and internal service roads. Internal service roads will be unpaved and maintained throughout construction of the Project.

Deliveries to the Project Site will be facilitated during off-peak traffic hours and comply with regulations governing oversized loads. AES will document existing roadway conditions and restore

any roadways damaged during construction to their pre-existing condition. Additionally, AES will obtain all necessary permits from UDOT prior to construction and issuance of a building permit of the Project.

2.6 Site Access Primary and emergency access to the Project site would be provided via Highway 89. AES will coordinate with Kane County and the Utah Department of Transportation (UDOT) regarding the design, permitting, and construction of a new turnoff from Highway 89.

Equipment, permanent materials, and commodities for the Project will be transported to the Project Site via rail and state and/or interstate highways. Heavy hauls will be shipped via rail to nearest active railroad spur for offloading and transported by truck to the Project Site. Heavy haul trucks with multiple axles will be employed to distribute loads, as required. All equipment and material deliveries will utilize the Project Site access.

Truck deliveries of equipment and materials will occur beginning with the initial construction notice to proceed and continuing through the duration of the Project construction process. Initial truck deliveries will include heavy haul trucks for importing panels, project materials, followed by concrete trucks for installation of the solar field and major foundations, and deliveries of reinforcing steel. Electrical cabling and piping materials for buried piping will be delivered to the Project Site early in the construction period corresponding to approximately the time frame for foundation installation. Deliveries of large major equipment will commence at about midpoint of the construction period.

17. Parking and Staging Areas: AES will ensure adequate parking is provided for construction workers at the Project Site and prohibit parking along U.S. Highway 89. In addition to parking, the Project will require a temporary staging area for storing materials, assembling components, refueling equipment, and installing construction trailers. The parking and staging area will be located on the southeastern portion of the Project Site, to minimize transportation on unpaved roads. Parking and staging signs will be clearly placed at ingress and egress points to direct traffic to the proper location.

18. Hazardous Materials: Construction of the Project will involve small quantities of commonly used hazardous materials, such as fuels and oils, to operate construction equipment. The use, storage, and disposal of hazardous materials and wastes will be governed according to regulations established by OSHA and the Utah Department of Environmental Control, Division of Waste Management and Radiation Control. This regulatory structure ensures that safety measures and precautions are implemented, thereby reducing potential impacts associated with an accidental spill or release of hazardous materials. AES will prepare and implement an Emergency Response Plan for the Project that outlines safety procedures in the event of an accidental spill or release of hazardous materials. Key personnel will be designated to train all employees working on the Project, and will be responsible for administering safety procedures in the event of an accidental spill or release of hazardous materials. Safety procedures will be clearly displayed in all construction trailers, along with contact information for emergency services and treatment facilities.

Prior to construction and issuance of a building permit, AES will conduct a Phase I Environmental

Site Assessment (ESA) to determine the potential for existing hazardous materials at the Project Site. In the event existing hazardous materials are discovered at the Project Site, AES will work with SITLA to ensure full cleanup and proper disposal of hazardous materials in accordance with federal and State regulations.

19. Waste and Recycling: Construction waste will be generated from installation of the solar arrays and related facilities. Construction waste is expected to consist of mostly recyclable materials such as cardboard, steel, and electrical wiring. AES's Engineering, Procurement, and Construction (EPC) contractor will be responsible for construction of the Project will disassemble and recycle shipping containers and solar panel packaging to minimize solid waste impacts. The EPC contractor will contract with a waste and recycling service provider to ensure all waste generated from construction of the Project is disposed of in accordance with federal and State regulations. Methods of waste disposal and recycling will be coordinated with the Kane County Land Use Authority. The EPC contractor will store, collect, and dispose of solid waste in such a manner as to prevent fire and health hazards, rodent harborage, insect breeding, accidents, and odor in accordance with Kane County solid waste rules and protocol. The EPC contractor will ensure that no littering of the Project Site or neighboring properties will occur during construction, or the life of the project.

20. Sanitation Services: No wastewater facilities exist at the Project Site and no such facilities will be constructed for the Project. Portable restroom facilities will be provided and maintained by AES's EPC contractor during construction. AES will be responsible for maintaining its own sanitation services/facilities for the life of the project.

21. Water Supply: Prior to initiation of construction, AES will create and/or obtain a source for water that will be kept and used on-site to mitigate dust control. Additionally, a water tank will be constructed on the Project Site to supply water to emergency service providers and regularly maintained with the guidance of the Kane County Fire Warden.

22. Fugitive Dust Control Plan: The Utah Department of Environmental Quality regulates fugitive dust emissions via Rule R307-309, requiring development of a Fugitive Dust Control Plan (R307-309-6). AES will develop and submit a Fugitive Dust Control Plan to the Utah Division of Air Quality prior to the start of construction. AES will closely monitor fugitive dust at the Project Site, ensure that all construction activities comply with R307-309, and adhere to the measures outlined in the approved Fugitive Dust Control Plan.

23. 2.6.12 Construction Noise: The nearest habitable structures are residences located approximately .50 miles to the west of the Project Site, and are zoned "R-1". Noise emanating from construction activities will be consistent with Kane County's Health and Public Safety Ordinance by occurring during daylight hours. Specifications regarding hours of construction will be followed per Kane County regulations. If weekend or night hours are needed on an "as-needed basis" AES will coordinate with the Kane County Land Use Administrator to have the RECOMMENDATIONS amended per Land Use Ordinance 9-15A-2-E-5.

Construction traffic will access the Project Site via U.S. Highway 89. This highway experiences high levels of tourist traffic throughout the year due to its close proximity to Lake Powell and the Grand

Canyon. If construction traffic noise increases the noise would need to stay within Kane County Standards as submitted in the site description.

24. Landscaping: The Project will include installation of low-profile solar panels, with heights approximately four (4) feet from the center axis. Exhibit C1, *Site Plan*, incorporates a 50-foot setback from U.S. Highway 89, providing a buffer of existing vegetation that will screen views of the Project from U.S. Highway 89.

The 50-foot setback utilizes existing vegetation and topography to shield views from traffic along U.S. Highway 89. No habitable structures are located within the immediate vicinity of the Project Site. Views will not be impacted as a result of the Project.

25. Project Operation and Maintenance: Mitigation standards as outlined will be required.

26. 6.2 Operational Noise: Land Use Ordinance 9-24-3-E states that no solar power plant shall exceed 65 dBA as measured at the property line or 50 dBA as measured at the nearest neighboring habitable structure. Primary sources of operational noise will include the inverters and solar tracker system, and will be limited to daytime hours when the Project is generating electricity.

The nearest residences to the Project site include the community of Big Water to the east, and a small subdivision located approximately .50 miles to the west. Due to the distances of these residences, noise impacts during operations would be negligible

The Project will utilize technology that will keep the operational noise in compliance with Land Use Ordinance 9-24-3-E. The Project will utilize the new Power Electronics HEC-US PLUS outdoor inverters and the Array Technologies HZ v2 Tracker. The HEC-US PLUS outdoor inverter has a measured noise level of less than 70 dBA when measured at a distance of 1 meter (3.28 feet), and the HZ v2 Tracker has a measured noise level of 62 dBA when measured at a distance of 100 feet. In order to remain compliant with Land Use Ordinance 9-24-3-E, the HEC-US PLUS outdoor inverters must be located at least 6 feet from the Project's property line and 33 feet from the nearest habitable structure; and the HZ v2 Tracker must be located at least 71 feet from the Project's property line and 400 feet from the nearest habitable structure. Should a different inverter or tracker be selected, calculations will be made to ensure that the noise generating device will be located a sufficient distance away so that noise does not impact nearby residences. As stated above, the nearest habitable structures are located approximately .50 miles to the west of the Project Site. Any noise associated with operation of the Project will be compliance with Land Use Ordinance 9-24-3-E.

27. Light and Glare: To mitigate light and glare, the Project will include inward facing, low-level security lighting at ingress and egress points at the Project Site. Project lighting will be directed downward onto the Project Site and will be shielded to illuminate intended areas only. The project substation will be lit to a minimum 22 lux (equivalent to 2 foot candles) when staff are at the Project Site working, but will not be lit when the station is unstaffed. Normal night lighting would be approximately 22 to 30 lux for station lights. (A 40 watt bulb would equate to approximately 280 lux.) These lighting measures will reduce the amount of light trespass falling outside the Project Site boundaries.

PV panels used for the Project will be dark blue or black with minimal light reflection and contain a microscopically irregular surface designed to trap incident rays of sunlight. The PV panels will utilize high-transmission, low-iron glass, which absorbs more light, producing smaller amounts of glare and reflectance than normal glass. "Light trapping" will also be integrated into the PV panels. AES will work to mitigate glint and glare through selection of technology and the Project footprint to the maximum extent practical.

These lighting measures will reduce the amount of light trespass falling outside the Project Site boundaries. All lighting measures will comply with Kane County Land Use Ordinance **9-10-14: LIGHTING**: The concerns of safety, utility, dark sky protection and aesthetic appearance need not compete. Good modern lighting practices can provide adequate light for safety and utility without excessive glare or light pollution. Careful attention to when, where, and how much nighttime lighting is needed results in better lighting practices, darker skies and reduced energy use and costs. Kane County encourages lighting practices and systems which will: minimize light pollution, glare, and excessive glare; conserve energy and resources while maintaining nighttime safety, utility, security, and productivity; and curtail the degradation of the nighttime visual environment. Any and all new and major addition to land uses, developments and buildings or structures are encouraged to use hooded lighting practices. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

The nearest solar project in operation to this Project Site is the Page Municipal Airport located approximately 20 miles to the southeast. Therefore, it is not anticipated that light and glare emanating from the Project Site would impact aircraft.

28. Security: The Project will be monitored by security staff during operations. An appropriate security fence with warning signs will be placed around the perimeter of the Project and all electrical equipment will be locked. AES will coordinate with the Kane County Fire Marshall to install an approved, electronically controlled security access gate at the Project Site. The Project will include inward facing, low level security lighting and cameras at ingress and egress points.

29. Electric and Magnet Fields: Voltage and amperage is similar to that in other neighborhoods that contain low and medium voltage distribution lines. Out of the sites, the highest potential for EMF is from transmission lines. Transmission lines that will be installed will be similar to already existing transmission lines in the area. Induced currents and voltages on conducting objects near the proposed gen-tie lines represent a small potential hazard; but these gen-tie lines do not pose a threat if the conducting objects are properly grounded. As part of the siting and construction process for the Project, AES will site all proposed gen-tie lines with nothing underneath them that would conflict with grounding.

30. Telecommunications Interference: AES will respond to and document all radio/television/equipment interference complaints received and the responsive action taken.

31. 7.0 Project Decommissioning: AES will decommission and remove the system and its components at the end of the life of the Project. The Project site will then be converted to other uses in accordance with applicable land use regulations in effect at that time. All decommissioning and

restoration activities will adhere to the requirements of the appropriate governing authorities and will be in accordance with the SITLA Lease Agreements and all applicable federal, state and Kane County regulations.

***Below are excerpts from the SITLA Lease agreement: The mitigation procedures and conditions will be adhered to with the SITLA/The AES Corporation lease.**

The lease agreement contains all bonding and maintenance approaches that are in compliance with Kane County procedures for reclamation, maintenance and good condition(s) facilities practices. AES will decommission and remove the system and its components at the end of the life of the Project. The Project site could then be converted to other uses in accordance with applicable land use regulation in effect at the time. All decommissioning and restoration activities will adhere to the requirements of the appropriate governing authorities and will be in accordance with all applicable federal, state and Kane County regulations. As per decommissioning requirements and construction bonding requirements the SITLA lease agreement in 4.1 (c) construction bonding-at Lessee's expense, such a payment, performance, completion bonds or other form of surety upon Lessor's reasonable request from time to time. At Lessor's election bonds or other security posted with third party may be deemed sufficient. **The mitigation procedures will be adhered to through the SITLA/The AES Corporation Group lease agreement. SITLA will regulate and monitor these measures.**

32. Regulatory Compliance-Section 5.1: The lease terms will need to be complied with for observance of governmental regulations. In Lessee's use and occupancy of the Premises and the performance by Lessee of its rights and obligations under this Lease, Lessee shall fully comply with all laws, orders, rules, regulations, directives, ordinances and requirements of all governmental authorities having jurisdiction over Premises, or any part thereof, and Lessee shall pay all costs, expenses, liabilities, losses, fines, penalties, claims and demands including, without limitation, reasonable attorney's fees, that may in any way arise out of or be imposed because of the failure of Lessee to comply with such laws, orders, rules, regulations, directives, ordinances and requirements.

33. Section 5.4: Hazardous Materials- shall be complied with. Lessee shall not cause or permit any Hazardous substance (as hereinafter defined) to be brought, kept or used in or about the Premises by Lessee its officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, or concessionaires except in Commercial quantities not in violation of applicable Environmental law (as defined below) and similar to those quantities usually kept on similar premises by others in the same business or profession. AES, its officers, directors, owners, agents, employees, shall store, use and dispose of such materials in compliance with all applicable federal, state and local laws, including, without limitation, applicable Environmental law. If the presence of any hazardous substance on, in or under the premises cause or permitted by AES its employees results in any contamination of the premises the lessee shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such hazardous substance (as defined below), including, without limitation, any investigation or monitoring of site condition or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such hazardous substance on, in or under the premises or any release or suspected release or threat of

release of any such hazardous substance in the air, soil, surface water of ground water.

AES shall obtain all necessary licenses, manifests, permits and approvals to perform the remedial work. "Hazardous Substance" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State in which the Premises are located, or the United States Government, including, without limitation, chemical or waste that is or shall be listed or defined as hazardous, toxic or dangerous under applicable Environment Law, any other chemical, material or substance, exposure to which is prohibited, limited or regulated by and federal, state or local governmental authority pursuant to any environmental, health and safety or similar law, county, ordinance, rule, regulation, order or decree and which may or could pose a hazard to the health and safety of occupants or uses of the premise or any part thereof, any adjoin property or cause damage to the environment. The lease between AES and SITLA full terms and conditions will be enforced by SITLA and not Kane County. Kane County agrees with the "applicable Environmental Law" sections contained in the lease in section 5.4 and all laws noted.

34. **Section 5.5:** Endangered Species: Migratory Birds-Lessee shall take all actions reasonable necessary for the protection of endangered, threatened and sensitive species, as the same may be defined by federal or state law; migratory birds as defined by the Migratory Bird Treaty Act 16 U.S.C §703 *et seq*; and eagles as defined in the Bald and Golden Eagle Protection Act. 16 U.S.C §669a *et seq*.

35. **Section 5.6:** Antiquities requirements found in SITLA lease shall be complied with.

36. **Article 7: Insurance and Indemnity:** Insurance and Indemnity-All bonding reclamation and insurance requirements found in the SITLA/AES lease shall be applied and followed.

37. **Section 7.3:** Utah State Code 63G-7-604 applies to this project.

38. **Section 11.2:** Intermediate Reclamation found in the SITLA/AES lease shall be complied with for reclamation processes for this project.

39. **Section 11.3:** Waste Certification shall apply. Sewage and Water. Portable outhouses may be utilized during construction. Any on-site source of potable water or sewage treatment must be approved by the Utah Department of Health or DEQ, as applicable.

40. **Section 11.4:** Lease Bond May be Required-Kane County strongly suggests a bond be in place for this process, but will leave the liability for the project with SITLA.

41. **Section 11.7: Prior Improvements:** Kane County requires a chain link fence with warning signs around the perimeter of the project to protect the public and the structures. A gated access to or across the subject property, will be required and be opened for any inspections throughout the project life. As in the lease, any livestock fencing must be kept in place.

42. **Section 13.2:** Kane County agrees with the SITLA/AES lease for Reclamation standards and leaves the liability for such in SITLA's jurisdiction.

43. Local, State and Federal Permits: A solar power plant shall be required to obtain all necessary permits from the Utah Department of Environmental Quality, including the Utah Division of Air Quality and the Utah Division of Water Quality, and the federal permits along with applicable permits required by Kane County and local utility companies affecting the power grid.

Kane County respectfully requests that the above recommendations be formalized in a written lease agreement or another legally binding document between the Applicant and SITLA.

Notice: In the event that any State owned land, including SITLA administered land, is transferred to private ownership, the following shall apply: A. All sections of the Kane County Land Use Ordinance shall apply immediately to the private parcel, limited only by the exceptions of KCC Title 9 Chapter 12 Nonconforming Uses and Noncomplying Structures. B. Any recommendations as set forth herein, issued to and accepted by SITLA under KCC Title 9 Chapter 7C shall become legally binding conditions on the parcel as if a conditional use permit had been required and had been duly issued at the time the recommendations were issued, whether or not a conditional use permit was or is required.

***PLEASE NOTE:** Before building can begin all permits for state and federal regulations will need to be in place.

ITEM # 3

Zone Change/Ordinance 2021-32: Gateway Land
Holdings LLC

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: September 14, 2021

Dept. /Business Name: Land Use

Topic/Re: Zone Change/Ordinance 2021-32: Gateway Land Holdings LLC

Description: An application for a zone change from C-1 to C-2, parcel 1-9-21-1A, 61.40 acres, located near East Zion, Kane County, Utah.

Attachments: Info Packet

Ordinance 2021-32

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes: P&Z recommends APPROVAL.



KANE COUNTY LAND USE AUTHORITY

CHAREE SHEPHERD
LAND USE AUTHORITY
ZONING ADMINISTRATOR

Staff Report

DATE: August 26, 2021

To: Planning Commission
From: Charee Shepherd, Zoning Administrator
Subject: Project # 21063: Zone Change Application, Commercial 1 (C-1) to Commercial 2 (C-2), Ordinance O-2021-32
Parcel 1-9-21-1A consisting of a total of 61.40 ±

HEARING NOTICE: *This item has been noticed to property owners within 500 feet of the subject area, and on public websites. A public notice was posted in two public locations, and a sign was posted near the parcel.*

PROPERTY PROJECT HISTORY	
Project Number	Hotel
21063	Current zone is C-1

REQUEST: On August 17, 2021, Kevin McLaws submitted a zone change application for parcel 1-9-21-1A located near East Zion; requesting to rezone to C-2. The current C-1 zone does not allow for hotel/motels without a conditional use permit. The applicant would like to develop a 182-key hotel.

BACKGROUND: Parcel 1-9-21-1A is currently assigned C-1.

LEGAL DESCRIPTION:

BEG AT A PT FROM WHICH THE NW COR OF SEC 21 T41S R9W SLB&M BEARS N 0°03' W 937.5 FT, SAID PT OF BEG BEING ON THE S'LY R/W BOUNDARY OF STATE HWY U-15(9); TH ALG SAID R/W, N 77°22'30" E 3,535.7 FT; TH S 1,163.5 FT; TH N 89°54' W 3,469.6 FT; TH N 0°03' W 382.5 FT TO THE PT OF BEG. CONT 61.40 AC, M/L.

FACTS & FINDINGS:

- Parcel 1-9-21-1A meets requirements to be zoned C-2. The parcel is currently zoned C-1.
- The applicant requests the parcel be zoned C-2 which requires a zone change.
- Surrounding parcels are zoned C-2, AG, R-5, as well as some BLM and NPS.
- The parcel gains access from Highway 9 near the entrance to Zion National Park.
- All property owners within 500 ft. of this parcel have been mailed a public notice, and a sign has been posted near the parcel. As of the date of this report no concerns have been voiced by the public.

- **9-7A-1: PURPOSE:** The purpose of the C-1 Zone is to provide for light commercial areas located in or near Residential Zones to meet the day to day needs of area residences. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)
- **9-7B-1: PURPOSE:** The purpose of the C-2 Zone is to provide for heavy commercial areas not appropriate near or in Residential Zones to meet larger commercial uses. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)
- 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.

Conclusion: The Applicant's request to rezone parcel 1-9-21-1A, from C-1 to C-2 would remain consistent with the Kane County General Plan and give private property rights deference. In the interest of growth, it would be beneficial to Kane County to allow properties to be utilized for the intended use if the use fits the qualifying zone; whether Commercial, Agricultural, or Residential. The Planning Commission should vote based on behalf of Kane County's best interest, including; future planning efforts, private property owner's rights, protecting existing zones, rights of surrounding property owners, and also maintaining the purposes of the Land Use Ordinance and General Plan.

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

If the zone change amendment is adopted, the regulations of the new zone of Commercial 2 (C-2) can be found in the Kane County Land Use Ordinance, Chapter 7: Commercial Zones (C-1, C-2).

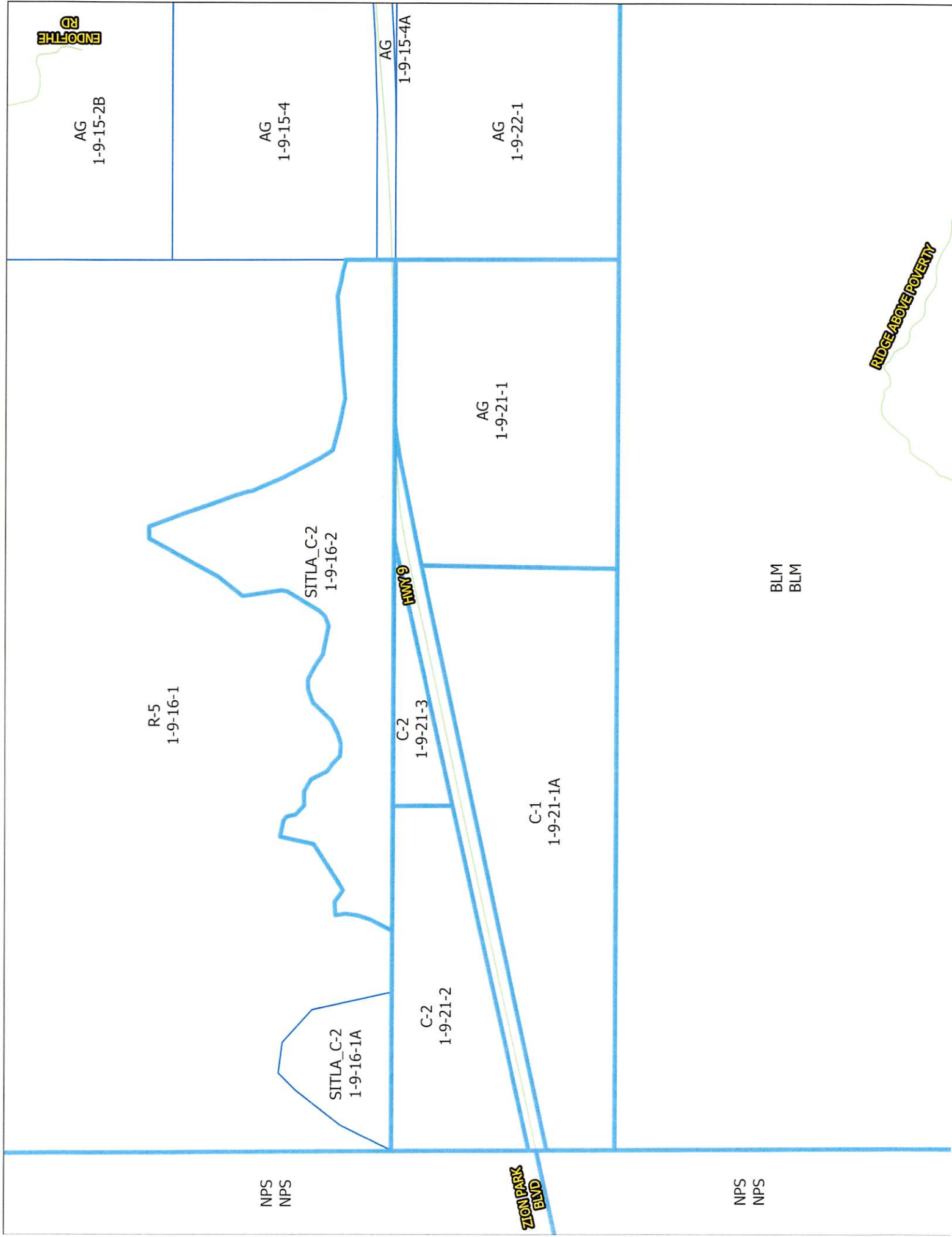
MOTION: I move to recommend denying/approving the zone change for parcel 1-9-21-1A from C-1 to C-2 & Ordinance O-2021-32 to the County Commission based on the facts and findings as documented in the staff report.



76 North Main Street | Kanab, Utah 84741 | p: (435) 644-4964 | www.kane.utah.gov
Charee Shepherd | Zoning Administrator | e-mail: cshepherd@kane.utah.gov



76 North Main Street | Kanab, Utah 84741 | p: (435) 644-4964 | www.kane.utah.gov
Charee Shepherd | Zoning Administrator | e-mail: cshepherd@kane.utah.gov



END OF THE
RD

AG
1-9-15-2B

AG
1-9-15-4

AG
1-9-22-1

AG
1-9-21-1

C-2
1-9-21-3

C-1
1-9-21-1A

C-2
1-9-21-2

SITLA_C-2
1-9-16-2

SITLA_C-2
1-9-16-1A

R-5
1-9-16-1

RIDGE ABOVE POVERTY

BLM
BLM

NPS
NPS

NPS
NPS

ZION PARK
BLVD

HWY 9

KANE COUNTY ORDINANCE NO. O 2021-32

**AN ORDINANCE AMENDING THE ZONING OF PARCEL 1-9-21-1A
FROM COMMERCIAL 1 TO COMMERCIAL 2**

WHEREAS, the Kane County Board of Commissioners finds that said zone change is in accordance with the Kane County Land Use Ordinance 9-7B-1: **PURPOSE:** The purpose of the C-2 Zone is to provide for heavy commercial areas not appropriate near or in Residential Zones to meet larger commercial uses. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

WHEREAS, the Kane County Board of Commissioners desires to implement the recommended zone change; and the Kane County Board of Commissioners, in a duly noticed public meeting, received the recommended zone change and desires to enact the following recommendations;

WHEREAS, the statutory authority for enacting this ordinance is Utah State Code Sections 7-27a-201- 205, 17-27a-308, and 17-27a-505;

WHEREAS, the Kane County Planning Commission and Kane County Board of Commissioners desire to make the recommended zone change to parcel 1-9-21-1A, from Commercial 1 to Commercial 2;

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

Parcel 1-9-21-1A

Acres 61.40

LEGAL DESCRIPTION: BEG AT A PT FROM WHICH THE NW COR OF SEC 21 T41S R9W SLB&M BEARS N 0°03' W 937.5 FT, SAID PT OF BEG BEING ON THE S'LY R/W BOUNDARY OF STATE HWY U-15(9); TH ALG SAID R/W, N 77°22'30" E 3,535.7 FT; TH S 1,163.5 FT; TH N 89°54' W 3,469.6 FT; TH N 0°03' W 382.5 FT TO THE PT OF BEG. CONT 61.40 AC, M/L

Is hereby rezoned from Commercial 1 to Commercial 2 and shall from here forth be zoned.

---- END OF ORDINANCE ----

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

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

ADOPTED this _____ day of _____, 2021.

ATTEST:

KARLA JOHNSON
Kane County Clerk

Andy Gant, Chair
Board of Commissioners
Kane County

Commissioner Heaton voted
Commissioner Gant voted
Commissioner Chamberlain voted

ITEM # 4

Zone Change/Ordinance 2021-34: Mongini

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: September 14, 2021

Dept. /Business Name: Land Use

Topic/Re: Zone Change/Ordinance 2021 – 34: Mongini

Description: An application for a zone change from R-2 to C-1, lot 330-25, 3.85 acres, located in Crimson Estates Phase 2 Subdivision, on the corner of Lost Springs Road and Mountain View Drive.

Attachments: Info Packet

Ordinance 2021-34

Emails

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes: P&Z recommended **DENIAL**.



Charee Shepherd <cshepherd@kane.utah.gov>

Objection to Proposed Zone Change -- lot 330-25

1 message

Sujatha Ramakrishna, M.D. <madaxecho@protonmail.com>

Sun, Sep 5, 2021 at 6:41 PM

Reply-To: "Sujatha Ramakrishna, M.D." <madaxecho@protonmail.com>

To: "cshepherd@kane.utah.gov" <cshepherd@kane.utah.gov>

To Whom It May Concern:

As the owner of lot 326-3, Crimson Estates phase 1, I am writing to object to the proposed zone change from R-2 to C-1 for lot 330-25.

Lot 330-25 is included in the established CC&Rs for Crimson Estates phase 2. This document was written and filed by the developers with the intent of preserving the "quiet enjoyment" of a residential community. For example, they specify that buildings should be painted in "natural tones," and that "lighting shall not emit into neighbors lot." They also state that only "light commercial activity is permitted on lot 25." (*citations attached to this email*)

On the other hand, the proposed change to zone C-1 would allow businesses such as banks, restaurants, and grocery stores to be built on lot 25. Bright outdoor lighting is almost always required at these establishments, for safety reasons, and their buildings and signs are designed to stand out from the landscape and attract attention, not blend in with it. Moreover, they do not qualify as "light commercial" according to this legal definition:


"*Light Commercial* means an establishment or business that generally has sales, services or offices, which do not generate noise or other impacts considered incompatible with less-intense uses."

<https://www.lawinsider.com/dictionary/light-commercial>

Changing the zoning of lot 25 from R-2 to C-1 would cause numerous conflicts between applicable laws. This would put an undue burden on Kane County and neighbors such as myself to resolve resulting disputes in years to come. If the owners of lot 25 want to run a quiet and unobtrusive business on their property, that is already permitted in the existing CC&Rs. I respectfully ask the Kane County Planning Commission to deny the request for this zoning change.

Sincerely,

Sujatha Ramakrishna, M.D.
Future Kane County Resident

Sent with [ProtonMail](#) Secure Email. **Crimson Estates phase 2.pdf**
64K



KANE COUNTY LAND USE AUTHORITY

CHAREE SHEPHERD
LAND USE AUTHORITY
ZONING ADMINISTRATOR

Staff Report

DATE: August 26, 2021

To: Planning Commission
From: Charee Shepherd, Zoning Administrator
Subject: Project # 21063: Zone Change Application, Residential 2 (R-2) to Commercial 1 (C-1), Ordinance O-2021-34
Lot 330-25 in the Crimson Estates Subdivision, consisting of a total of 3.85 acres

HEARING NOTICE: *This item has been noticed to property owners within 500 feet of the subject area, and on public websites. A public notice was posted in two public locations, and a sign was posted near the lot.*

PROPERTY PROJECT HISTORY	
Project Number	Unknown
21064	Current zone is R-2

REQUEST: On August 18, 2021, Iron Rock Group, holding power of attorney, submitted a zone change application on behalf of Emil Mongini Descendant Trust & Sussie Family Ranches Limited Partnership for lot 330-25 in the Crimson Estates Subdivision, located on the corner of Lost Springs Drive and Mountain View Drive; requesting to rezone to C-1. The current R-2 zone does not allow for commercial uses. It is unknown at this time what the intended use will be.

BACKGROUND: Lot 330-25 is currently assigned R-2.

LEGAL DESCRIPTION:

ALL OF LOT 25 CRIMSON ESTATES PHASE 2 SUBDIVISION FINAL PLAT.
SUBJ TO & TOG WITH PUBLIC UTILITY & INGRESS & EGRESS EASEMENTS.

FACTS & FINDINGS:

- Lot 330-25 meets the requirements to be zoned C-1. The lot is currently zoned R-2.
- The applicant requests the lot be zoned C-1 which requires a zone change.
- Surrounding parcels and lots are zoned AG, R-5, & R-2.
- The lot will gain access from Mountain View Drive.
- All property owners within 500 ft. of this lot have been mailed a public notice, and a sign has been posted near the lot. As of the date of this report two concerns have been voiced by the public.
- **9-6A-1: PURPOSE:** To provide for residential neighborhoods of a rural character together with a limited number of livestock for the benefit and enjoyment of the residents. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

76 North Main Street | Kanab, Utah 84741 | p: (435) 644-4964 | www.kane.utah.gov
Charee Shepherd | Zoning Administrator | e-mail: cshepherd@kane.utah.gov

- **9-7A-1: PURPOSE:** The purpose of the C-1 Zone is to provide for light commercial areas located in or near Residential Zones to meet the day to day needs of area residences. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)
- 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.

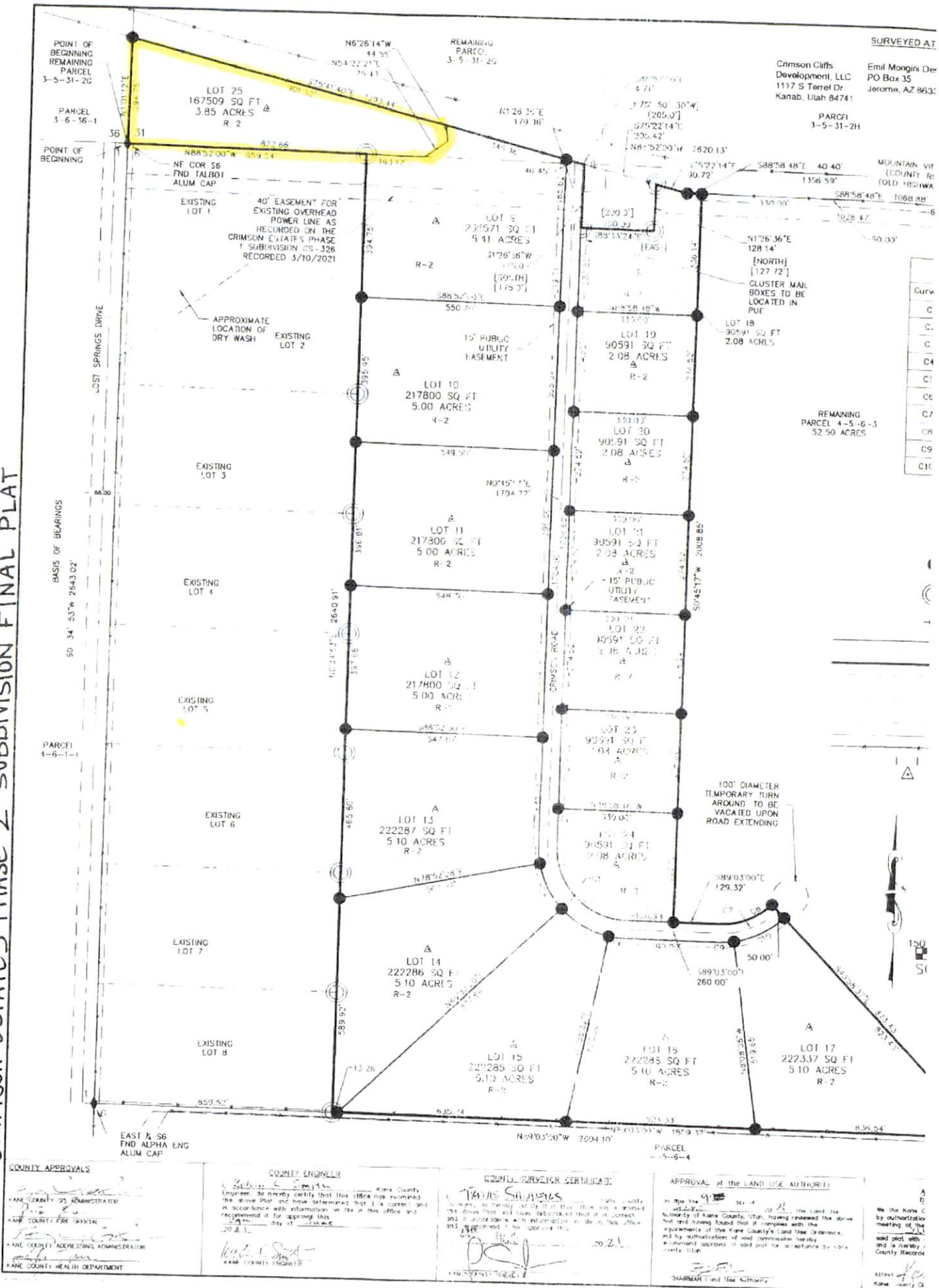
Conclusion: The Applicant's request to rezone lot 330-25, in the Crimson Estates Subdivision from R-2 to C-1 would remain consistent with the Kane County General Plan and give private property rights deference. In the interest of growth, it would be beneficial to Kane County to allow properties to be utilized for the intended use if the use fits the qualifying zone; whether Commercial, Agricultural, or Residential. The Planning Commission should vote based on behalf of Kane County's best interest, including; future planning efforts, private property owner's rights, protecting existing zones, rights of surrounding property owners, and also maintaining the purposes of the Land Use Ordinance and General Plan.

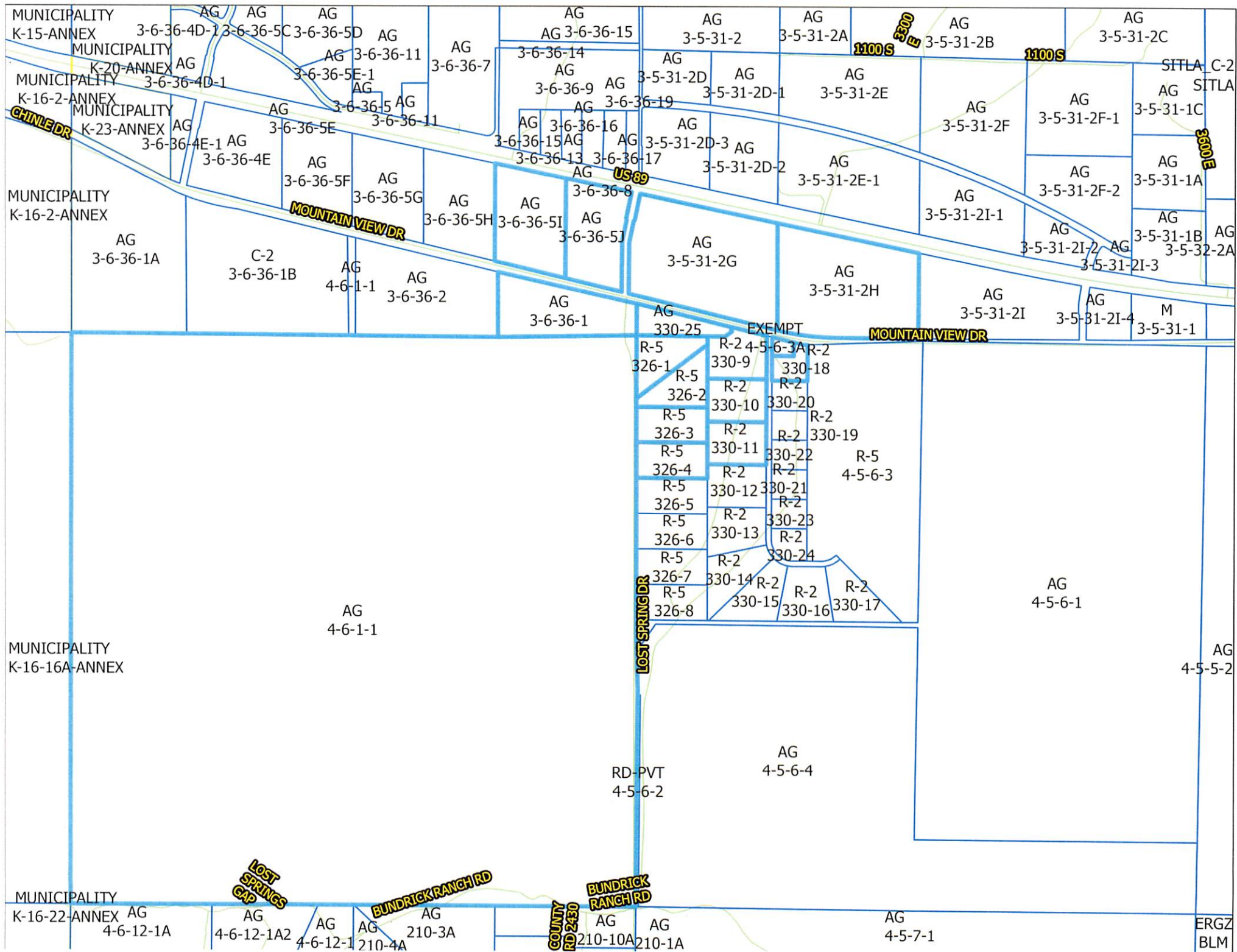
Because zoning ordinances are in derogation of a property owner's common-law right to unrestricted use of his or her property, provisions therein restricting property uses should be strictly construed, and provisions permitting property uses should be liberally construed in favor of the property owner;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

If the zone change amendment is adopted, the regulations of the new zone of Commercial 1 (C-1) can be found in the Kane County Land Use Ordinance, Chapter 7: Commercial Zones (C-1, C-2).

MOTION: I move to recommend denying/approving the zone change for lot 330-25 in the Crimson Estates Subdivision from R-2 to C-1 & Ordinance O-2021-34 to the County Commission based on the facts and findings as documented in the staff report.

330: CRIMSON ESTATES PHASE 2 SUBDIVISION FINAL PLAT





KANE COUNTY ORDINANCE NO. O 2021-34

**AN ORDINANCE AMENDING THE ZONING OF LOT 330-25 IN THE CRIMSON
ESTATES SUBDIVISION
FROM RESIDENTIAL 2 TO COMMERCIAL 1**

WHEREAS, the Kane County Board of Commissioners finds that said zone change is in accordance with the Kane County Land Use Ordinance 9-7A-1: PURPOSE: The purpose of the C-1 Zone is to provide for light commercial areas located in or near Residential Zones to meet the day to day needs of area residences. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

WHEREAS, the Kane County Board of Commissioners desires to implement the recommended zone change; and the Kane County Board of Commissioners, in a duly noticed public meeting, received the recommended zone change and desires to enact the following recommendations;

WHEREAS, the statutory authority for enacting this ordinance is Utah State Code Sections 7-27a-201- 205, 17-27a-308, and 17-27a-505;

WHEREAS, the Kane County Planning Commission and Kane County Board of Commissioners desire to make the recommended zone change to lot 330-25 in the Crimson Estates Subdivision, from Residential 2 to Commercial 1;

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

Lot 330-25 in the Crimson Estates Subdivision

Acres 3.85

**LEGAL DESCRIPTION: ALL OF LOT 25 CRIMSON ESTATES PHASE 2 SUBDIVISION
FINAL PLAT. SUBJ TO & TOG WITH PUBLIC UTILITY & INGRESS & EGRESS
EASEMENTS**

Is hereby rezoned from Residential 2 to Commercial 1 and shall from here forth be zoned.

---- END OF ORDINANCE ----

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

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

ADOPTED this ____ day of _____, 2021.

ATTEST:

KARLA JOHNSON
Kane County Clerk

Andy Gant, Chair
Board of Commissioners
Kane County

Commissioner Heaton voted
Commissioner Gant voted
Commissioner Chamberlain voted

ITEM # 5

Subdivision Final Plat: Crimson Estates Phase 3

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: September 14, 2021

Dept. /Business Name: Land Use

Topic/Re: Subdivision Final Plat: Crimson Estates Phase 3

Description: An application for a subdivision final plat for Crimson Estates Subdivision Phase 3, parcel 4-5-6-3, creating 41 lots.

Attachments: Info Packet

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes: P&Z recommends APPROVAL.



STAFF REPORT

DATE: 08/18/2021

PROJECT: A complete application for Final Plat for Crimson Estates Subdivision, Phase 3, creating 41 lots 26-66, zoned Residential 1 for parcel 4-5-6-3. This project is right outside of the Kanab City limits in the vicinity of the Lost Springs Subdivision. Access to phase 3 will come off of Mountain View Drive which is maintained by the county.

FINDINGS: The Crimson Estates Phase 3, application and final plat complies with Utah State Code unannotated §17-27a-601, 603, 604, 604.5, 606, 607, The Crimson Estates Subdivision, Phase 3, final plat complies with Kane County Land Use Ordinance, Title 9, Chapter 21E 1-10: Subdivision Regulations. 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 66 foot right-of-ways. 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 approval of this project. Kane County Land Use Administrator, Shannon McBride recommends approval.

MOTION: I move to recommend **approval/denial** to the Kane County Commissioners the Final Plat for Crimson Estates Subdivision, Phase 3, lots 26-66 zoned R-1, on behalf of Doyle Ray and Nate Janes, Crimson Estates, LLC.

THANK YOU

SECTION:

9-21E-1: General

9-21E-2: Phased Subdivision And Planned Unit Developments

9-21E-3: Acceptance Of Streets And Other Public Land Dedication

9-21E-4: Required General Submission Items

9-21E-5: Land Use Authority Review

9-21E-6: County Commission Review

9-21E-7: Final Plat Recording

9-21E-8: Final Plat Distribution

9-21E-9: Vacating Or Amending A Subdivision Or Planned Unit Development Plat

9-21E-10: Final Plat Approval Procedure

9-21E-1: GENERAL:

A. A final plat may be submitted once all provisions of article D, "Preliminary Plat", of this chapter have been met. The final plat of the subdivision or planned unit development may encompass all or part (see phased development) of the preliminary plat. The final plat shall be presented to the Kane County land use authority for review within one year after preliminary plat approval, otherwise preliminary plat approval shall be withdrawn and reapplication will be required.

B. The submitted final plat shall conform in all major respects to the preliminary plat as previously approved and/or modified by the Kane County land use authority.

C. The developer/subdivider has a maximum of two (2) years from date of recording of final plat to complete the infrastructure as described in the development agreement. If the developer/subdivider has not completed the infrastructure after two (2) years, Kane County may make claim to whichever form of surety that has been provided in order to complete the infrastructure. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21E-2: PHASED SUBDIVISION AND PLANNED UNIT DEVELOPMENTS:

A. The final platting of subdivisions and planned unit developments can be done in phases. Each phase shall consist of a minimum of twenty five percent (25%) of the total number of lots in the subdivision or twenty five percent (25%) of the area of a planned unit development.

B. When the infrastructure is one hundred percent (100%) complete and operable and approved by the Kane County engineer within the phase in progress, the developer/subdivider may submit the next phase of the development in accordance with the provisions of this chapter. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

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)

9-21E-4: REQUIRED GENERAL SUBMISSION ITEMS:

A. Administrative:

1. Mylar copy of approved final plat (for signatures);
2. Four (4) copies of approved and signed final plat;
3. Four (4) copies of approved construction drawings and documents;
4. Stormwater pollution prevention plan;
5. Three (3) copies of executed development agreement;
6. One copy CC&Rs;
7. Payment and performance bond, escrow deposit or letter of credit.

B. Drawing requirements:

1. Boundary bearings and distances data outside boundary;
2. Lots numbered consecutively;
 - a. All lot zones must be marked clearly on each numbered lot;
3. Curve data: radius, angle, long chord, bearings and distance, length;
4. Excluded parcels marked as such;
5. All streets to be named;
6. Bearings and distances of all streets;
7. Parcels not included marked NAPOTS;
8. Adjacent streets shown and dimensioned
9. Adjacent fences shown;
10. All easements to be labeled and dimensioned;
11. All land with boundaries to be accounted for;
12. All dimensions to be to 0.01' and 0'000'00;
13. Location of perc test trenches;
14. Name of subdivision;
15. North arrow;
16. Basis of bearing;
17. Name and address of owners of record;
18. Total acreage of subdivision;
19. Total number of lots;
20. Legal description of entire subdivision;
21. Township, range, section and quarter section;
22. Graphic scale;
23. Required monuments;
24. County Engineer's signature block;
25. County surveyor's signature block;
26. County Attorney's signature block;
27. Land Use Authority's signature block;

28. County Commission's signature block;
29. Signature(s) of owner(s) (notarized) block;
30. County Recorder's recording block;
31. Lender's signature block (or "consent to plat" form);
32. Surveyor's certificate;
33. Culinary water authority signature block;
34. Sanitary sewer authority signature block;
35. Kane County GIS Administrator signature block;
36. Kane County Addressing Administrator signature block;
37. An electronic digital version of the subdivision plat (PDF of the final plat).

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; Ord. 2020-22, 10-27-2020)

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)

9-21E-8: FINAL PLAT DISTRIBUTION:

- A. Mylar: Kane County recorder.
- B. One signed copy: Land use authority administrator.
- C. One signed copy: Kane County engineer.
- D. One signed copy: Kane County building department.
- E. One signed copy: Developer/subdivider. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

ARTICLE F. DEDICATION AND ACCEPTANCE OF STREETS AND PUBLIC IMPROVEMENTS
SECTION:

[9-21F-1](#): Dedication Of Subdivision Roads

[9-21F-2](#): Timeliness For Acting On Acceptance

[9-21F-3](#): Dedication Of Nonsubdivision Rights-Of-Way And Roadways

[9-21F-4](#): Required Right-Of-Way And Roadway Widths

[9-21F-5](#): Roadways Dividing A Parcel

[9-21F-6](#): Right-Of-Way And Roadway Improvements

[9-21F-7](#): Right-Of-Way Improvements For Commercial Developments

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)

9-21F-3: DEDICATION OF NONSUBDIVISION RIGHTS-OF-WAY AND ROADWAYS:

The Kane County Commission, on recommendation from the Kane County Land Use Authority, may accept Master Transportation Plans for areas in Kane County. Once a Master Transportation Plan is in place for an area the property owner(s) within the Master Transportation Plan area may dedicate the planned road(s) to Kane County. Kane County Land Use Authority and Kane County Commission may accept the dedicated roads by the recording of a road dedication plat. (Ord. O-2019-2, 1-14-2019)

9-21F-4: REQUIRED RIGHT-OF-WAY AND ROADWAY WIDTHS:

Rights-of-way/roadways that are dedicated will be dedicated to the required width of the Master Transportation Plan. If the right-of-way/roadway is planned to be centered on the boundary line between two (2) properties, both property owners will be required to dedicate their respective half of the right-of-way/roadway for the right-of-way/roadway to be accepted. If both of the property owners do not agree to the dedication, one of the property owners may dedicate the right-of-way/roadway wholly on their property. The rights-of-way/roadway will be required to be dedicated to provide continuity with adjacent dedicated rights-of-way/roadway.

Notwithstanding this provision, or any other provisions to the contrary in this title, upon application for subdivision or any plat amendment, the County may accept dedication, or may require dedication, of any existing road that is currently listed as a Class B or D road on the official records of the County Road or GIS Department, regardless of the condition or width of the road. (Ord. O-2019-2, 1-14-2019)

9-21F-5: ROADWAYS DIVIDING A PARCEL:

When an action initiated by the County for a dedicated roadway which roadway is deeded and accepted by the County, extends through a parcel, dividing said parcel into two (2) or more portions, the owner of the parcel may apply for a division of the parcel, without having to comply with the requirements of this chapter; and if the resulting divided parcel is smaller than required by this title, the parcel shall remain in that zone as a smaller non-conforming parcel. (Ord. O-2018-1, 1-12-2018)

9-21F-6: RIGHT-OF-WAY AND ROADWAY IMPROVEMENTS:

Dedicated rights-of-way/roadways not located within a platted subdivision do not have to be improved at the time of dedication. A dedicated right-of-way/roadway will be required to be improved to the standards set forth by the Utah Wildland Urban Interface Code (current edition) prior to a building permit being issued to any parcel required to be served by an all weather surface right-of-way/roadway. The right-of-way/roadway will have to be improved to a minimum twenty eight feet (28') wide improved all

weather travel surface, prior to a second building permit being issued on a parcel being served by the right-of-way/roadway. The owner will be required to submit all invoices associated with the cost of building the road to the County. Any building permits issued within ten (10) years of the date of completion of improvements of the right-of-way/roadway will require the property owner to pay a proportionate share of the road construction cost to the property owner who paid the original cost of improvements. The road will be required to be asphalted prior to a development of five (5) acre density, or less, being approved or prior to a building permit being issued which will cause the average daily traffic (ADT) to be above four hundred (400) trips per day or then current standard for very low volume local road as defined by the American Association of State Highway and Transportation Officials (AASHTO) standards. The improvements may be completed with the development construction. (Ord. O-2019-2, 1-14-2019)

AVERAGE DAILY TRAFFIC USAGE TABLE

Land Uses	Units	Daily (Weekday) Average Rate
Single family home	Dwelling units	9.52
Apartment	Dwelling units	6.65
Lodging/hotel	Dwelling units	8.92
Retail/shopping center	1,000 square feet	Non-linear rate
General office building	1,000 square feet	11.03
Superstore	1,000 square feet	50.75
Gasoline/service station	Vehicle fueling positions	168.56
Fast-food restaurant with drive-thru window	1,000 square feet	496.12
Restaurant (sit-down)	1,000 square feet	127.15
Industrial/general light	1,000 square feet	6.97
Charter schools/private (K - 12)	Students	2.48
Civic:		
Library	1,000 square feet	56.24
Government office building	1,000 square feet	68.93
State Motor Vehicle Department	1,000 square feet	166.02

(Ord. O-2018-2, 4-9-2018)

9-21F-7: RIGHT-OF-WAY IMPROVEMENTS FOR COMMERCIAL DEVELOPMENTS:

A commercial development right-of-way will be required to be improved to the Kane County Standards Specifications and Drawing Details for Design and Construction (3.1)

Design Standards (A.)(1)(iv.) prior to a building permit being issued to any parcel or development as follows:

A. The right-of-way will have to be improved to a sixty six foot (66') right-of-way with a minimum twenty eight foot (28') road section width improved area.

B. The road shall be improved with a minimum of six inches (6") of untreated base course, unless pavement design requires greater section. Submit pavement design based on road traffic loading prepared by engineer licensed in State of Utah.

C. Any building permits issued within ten (10) years of the date of completion of improvements of the right-of-way will require the property owner to pay a proportionate share of the road construction cost to the property owner who paid the original cost of improvements.

D. The road will be required to be asphalted prior to a development of five (5) acre density, or less, being approved or prior to a building permit being issued which will cause the average daily traffic (ADT) to be above four hundred (400) trips per day or then current standard for very low volume local road as defined by the American Association of State Highway and Transportation Officials (AASHTO) standards.

E. The improvements may be completed with the development construction. (Ord. O-2019-4, 3-25-2019)

ARTICLE G. DESIGN STANDARDS

SECTION:

[9-21G-1: General Provisions](#)

[9-21G-2: Lots](#)

[9-21G-3: Streets](#)

[9-21G-4: Curvature And Alignment](#)

[9-21G-5: Block And Cul-De-Sac Standards](#)

[9-21G-6: Pedestrian Crosswalks](#)

[9-21G-7: Easement Standards](#)

[9-21G-8: Exterior Perimeters](#)

[9-21G-9: Alleys](#)

[9-21G-10: Sanitary Sewage Disposal](#)

[9-21G-11: Water Supply](#)

[9-21G-12: Sanitation Collection Sites](#)

9-21G-1: GENERAL PROVISIONS:

All subdivisions must comply with the following standards:

A. The design and development of subdivisions shall preserve insofar as possible the natural terrain, natural drainage, existing topsoil and trees.

B. Land subject to hazardous conditions such as, but not limited to, slides, mudflows, rockfalls, snow avalanches, possible mine subsidence, shallow water table, open quarries, floods, abandoned landfills, and polluted or nonpotable water supply shall be identified

and shall not be subdivided until the hazards have been eliminated or will be eliminated by the subdivision and construction plans.

C. The "Kane County Standard Specifications And Drawing Details For Design And Construction". (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21G-2: LOTS:

A. All lots shown on the subdivision plan shall conform to the minimum requirements of the Kane County zoning ordinance for the zone in which the subdivision is located, and to the minimum requirements of the engineer and the Southwest Utah health department for sewage disposal. The minimum width for any building lot shall be as required by the Kane County land use ordinance.

B. All lots shall abut a dedicated or private street. Streets shall be at least twenty eight foot (28') travel width. In the event a lot abuts a public right of way created by use, the subdivider shall improve the right of way to the standards required by this chapter and the "Kane County Standard Specifications And Drawing Details For Design And Construction".

C. Corner lots shall have extra width to allow for mandatory setbacks on both streets.

D. Side lot lines shall be at substantially right angles or radial to street lines. Where lot lines are not at right angles to the street lines, this shall be shown.

E. All remnants of lots less than minimum size left over after subdividing a larger tract shall be added to adjacent lots rather than allowed to remain lot remnants.

F. Where the land in a subdivision includes two (2) or more parcels in separate ownership and the lot arrangement is such that a property ownership line divides one or more lots, the land in each lot so divided shall be held in either single or joint ownership before approval of the final plan and such ownership shall be recorded in the office of the Kane County recorder.

G. No single lot shall be divided by a municipal or county boundary.

H. A lot shall not be divided by a road, alley or other lot.

I. No wedge shaped lot shall be less than thirty feet (30') in width at the front property line, or the lot frontage required by the zoning ordinance, whichever is larger.

J. All residential lots in subdivisions shall front on a public street or on a private street or court approved by the Kane County land use authority and the Kane County commission, except as may be approved for planned unit developments or other special dwellings. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21G-3: STREETS:

A. Minor streets shall be laid out to discourage through traffic.

B. Stub streets shall be provided where needed to connect to adjacent undeveloped land and new streets must be provided where needed to connect to existing stub streets in adjacent subdivision. Not more than three (3) lots shall front stub streets, except where a temporary cul-de-sac turnaround side is provided.

C. Intersections of minor streets with major streets shall be kept to the minimum.

D. No half streets are permitted.

E. Dead end streets, including stub streets, shall be permitted or required by the Kane County engineer only to provide future access to adjoining property, except for dead end street systems in cluster subdivisions, planned unit developments, condominium developments, or similar special projects.

F. Permanent cul-de-sac streets serving no more than six (6) lots, and not more than eight hundred feet (800') long, whichever is more restrictive, may be permitted and shall be provided with a right of way at the turnaround of fifty five and one-half feet ($55\frac{1}{2}$ ') radius or more, and the outside curb or pavement edge radius shall be forty eight feet (48') or more.

G. No more than four (4) streets shall enter an intersection.

H. Streets should intersect at ninety degrees (90°). All others may be designed only with approval of the Kane County engineer.

I. Two (2) subordinate streets meeting a through street from opposite sides shall meet at the same point, or their centerlines shall be offset at least two hundred feet (200').

J. Streets shall have the names of existing streets which are in alignment. There shall be no duplication of street names within the area. All street names shall be approved by the Kane County building official. Permanent signs shall be installed by developer at his expense at time of installation of other off site improvements with locations approved by Kane County.

K. Where a residential subdivision abuts a major highway, frontage roads may be required. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21G-4: CURVATURE AND ALIGNMENT:

Ensure adequate sight distances. When street roadway lines deflect more than five degrees (5°), connection shall be made by horizontal curves. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21G-5: BLOCK AND CUL-DE-SAC STANDARDS:

Block lengths shall be one thousand feet (1,000') or less. Cul- de-sac shall be no longer than eight hundred feet (800'). (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21G-6: PEDESTRIAN CROSSWALKS:

Pedestrian rights of way of not less than ten feet (10') in width may be required by the Kane County engineer through blocks where needed for adequate pedestrian circulation. Walk improvements (paving) of not less than five feet (5') in width shall be placed within the rights of way, as required by the Kane County engineer. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21G-7: EASEMENT STANDARDS:

A. Utility easements shall follow front lot lines wherever possible. (See design standards drawing RD02.)

B. Where front line easements are not possible, easements shall follow rear and side lot lines and shall have a minimum total width of fifteen feet (15') apportioned equally on abutting properties.

C. All easements shall be designed so as to provide efficient installation of utilities.

D. All power lines, telephone lines, and other normally overhead utility lines shall be placed underground by the subdivider unless the Kane County engineer determines it is not feasible to do so. This determination would be based upon application by a subdivider, supported by recommendation of the county engineer, and approved by the Kane County Land Use Authority and Kane County Commission. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21G-8: EXTERIOR PERIMETERS:

Based on the Utah State Open Range Policy, it is a landowner's responsibility to fence their property as to keep livestock out. If fencing, gates or cattle guards already exist that keep cattle off the highway or public lands, said fencing gates or cattle guards must remain in place. However, they may be moved to conform to new lot lines. (Ord. O-2017-4, 6-26-2017)

9-21G-9: ALLEYS:

The Kane County Engineer may approve service access to the interior of blocks in certain instances, in which case alleys must be indicated on the plan and plat. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

9-21G-10: SANITARY SEWAGE DISPOSAL:

A. Except as otherwise provided below, the subdivider shall provide, or have provided, an approved piped sanitary sewage system to the property line of every lot in the subdivision. The sewage system shall meet the minimum standards and requirements of the State Department of Environmental Quality. Certification of compliance shall be provided to the Kane County Land Use Authority by the subdivider.

B. All subdivisions, and all phases of subdivisions, proposing on site wastewater disposal systems, which did not acquire on site wastewater disposal feasibility approval before December 9, 1997, shall comply with the Southwest Utah Public Health Department's wastewater ordinance effective that date or as further modified, and shall comply with the regulations of the local or special service district that serves the area that are in effect at the time. Septic tanks and/or sealed vaults will be approved only when an existing sanitary sewer system is more than a distance of three hundred feet (300') multiplied by the number of proposed lots within the subdivision, from the boundary of the subdivision.

C. Where the Kane County General Plan or other plans indicate that construction or extension of sanitary sewers may serve the subdivision area within a reasonable time, the Kane County Land Use Authority may require the installation and capping of sanitary sewer mains and house connections by the subdivider. Whenever individual on-lot sanitary sewage disposal systems are proposed, they shall be installed at the time the

principal building is constructed, and no building permit shall be issued until such installation is completed. In all other cases, sanitary sewage disposal facilities shall be provided for every lot or parcel by a complete community or public sanitary system.

D. All new subdivisions and multiple lot/unit developments within the wastewater service area of any local or special service district that provides sewer or wastewater services, shall connect to the relevant district's wastewater collection system or shall otherwise participate in the wastewater system. New subdivisions and multiple lot/unit developments shall be required to connect to the wastewater system when reasonable access is available. In general, reasonable access shall be considered as the subdivision or development parcel being located within three hundred feet (300') multiplied by the number of proposed lots or units, whichever is greater, of any of the district's wastewater collection facilities, except by written approval of the District Board in cases of undue hardship.

E. No final plat approval for the establishment of a residential, commercial or industrial subdivision or other multiple unit/lot development in the wastewater service area shall be granted or given until such time that the relevant district has reviewed and approved all plans and specifications for the proposed wastewater system serving said subdivision or development.

F. Any person or entity desiring to obtain final plat approval for the establishment of a residential, commercial or industrial subdivision or multiple unit/lot development shall be required to submit to the relevant district the following information and documentation: 1) the name, address, email address, telephone number and fax number of the owner and developer, 2) a plat or map showing the location and layout of the proposed subdivision or development, 3) an accurate legal description of the property to be developed, 4) a description of the development activity for which approval is being sought, 5) a detailed description, including plans and specifications, of the proposed wastewater collection and disposal system for such subdivision or development, 6) an engineering report establishing that approval of the proposed wastewater system shall not adversely affect the ground or surface water quality, and 7) any other information deemed necessary or desirable by the district.

G. All wastewater system improvements proposed by subdividers and developers shall be designed and constructed in compliance with the State of Utah Department of Environmental Quality rules and the district's design and construction standards.

H. The parcel or lot owner, or developer shall bear all costs of and fees for connecting the parcel, subdivision, or development to the relevant district's wastewater system. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013; amd. Ord. 2020- 22, 10-27-2020)

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)

9-21G-12: SANITATION COLLECTION SITES:

The subdivider shall provide a sufficient number of sites for the collection and removal of solid waste. (Ord. 2013-10, 11-4-2013, eff. 11-19-2013)

ARTICLE H. CONSTRUCTION STANDARDS

SECTION:

[9-21H-1](#): Requirements

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)

ARTICLE I. FINANCIAL RESPONSIBILITY

SECTION:

[9-21I-1](#): Guarantee; Improvement Completion Assurance

[9-21I-2](#): Payment And Performance Bonds

[9-21I-3](#): Escrow Deposit

[9-21I-4](#): Irrevocable Letter Of Credit

[9-21I-5](#): Default

[9-21I-6](#): Improvement Guarantee; Warranty

[9-21I-7](#): Covenant

[9-21I-8](#): Acceptance And Release Of Surety

[9-21I-9](#): Definitions

9-21I-1: GUARANTEE; IMPROVEMENT COMPLETION ASSURANCE:

Before approval of the final plat, the developer/subdivider shall provide an improvement completion assurance, guaranteeing the installation of the required subdivision improvements, by one of the methods as described in section [9-21I-2](#), [9-21I-3](#) or [9-21I-4](#) of this article, prior to recording a subdivision plat or beginning development activity. The guarantee method employed shall be approved by the Kane County commission in the development agreement. This requirement is applicable to individual phases of a development. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

9-21I-2: PAYMENT AND PERFORMANCE BONDS:

The developer/subdivider shall furnish payment and performance bonds in an amount equal to one hundred ten percent (110%) of the engineer's estimated cost of improvements as approved by the Kane County engineer. The additional inflation percentage shall be determined in the development agreement and added to the one hundred ten percent (110%) figure. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

9-21I-3: ESCROW DEPOSIT:

The developer/subdivider shall deposit in an interest bearing escrow account an amount of money equal to one hundred ten percent (110%) of the engineer's estimated cost of improvements as approved by the county engineer. The additional inflation percentage shall be determined in the development agreement and added to the one hundred ten percent (110%) figure. The escrow account shall be used solely for securing the subdivisions improvements. The escrow account holder must be approved by Kane County prior to deposit being made. The terms of the escrow account shall only require that the county present the issuer with a signed draft and a certificate signed by an authorized representative of the county certifying to the county's right to draw funds on the account to complete the required improvements. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

9-211-4: IRREVOCABLE LETTER OF CREDIT:

The developer/subdivider shall file with Kane County an irrevocable letter of credit from a duly chartered state or national bank or savings and loan institution in an amount equal to one hundred ten percent (110%) of the engineer's estimated cost of improvements as approved by the Kane County engineer. The additional inflation percentage shall be determined in the development agreement and added to the one hundred ten percent (110%) figure. Said letter of credit shall:

- A. Be irrevocable;
- B. Be of a term sufficient to cover the completion, plus sixty (60) days, and the improvement warranty period; and
- C. Require only that the county present the issuer with a signed draft and a certificate signed by an authorized representative of the county certifying to the county's right to draw funds under the letter of credit. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

9-211-5: DEFAULT:

In the event the developer/subdivider fails to complete the required improvements as stipulated in the development agreement, within two (2) years after final plat acceptance, Kane County shall pursue action against whichever method of guarantee was provided (section [9-211-2](#), [9-211-3](#), or [9-211-4](#) of this article) to complete the improvements as described.

Kane County may assign its right to receive funds under the security to any third party, including a subsequent owner of the subdivision for which required development improvements were not constructed, in whole or in part, in exchange for that subsequent owner's promise to complete the public improvements on the tract.

Kane County may exercise any other rights available under the law, upon default. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

9-211-6: IMPROVEMENT GUARANTEE; WARRANTY:

The developer/subdivider shall guarantee that all improvements provided, installed and as stipulated in the development agreement, shall remain free of defects for a period of one year from date of acceptance by the county. This guarantee shall be in the form of

an improvement warranty in the amount of ten percent (10%) of the engineer's estimated cost of improvements as approved by the Kane County engineer. Identifying the necessity for repairs and/or maintenance of the installed work rests with the county engineer, or designee, and whose decision upon the matter shall be final and binding upon the developer/subdivider. Should the county engineer find that repairs or maintenance is necessary, and upon written notice, the developer/subdivider shall have a maximum of thirty (30) days to affect the required repairs or maintenance work. Should the developer/subdivider fail or refuse to affect said repairs or maintenance, the county shall have such work done at the developer/subdivider's expense. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

9-211-7: COVENANT:

The developer/subdivider shall, as part of the executed development agreement, not sell, lease or convey any of the subdivided property to anyone unless he/she/they, as a condition thereto, satisfy at least one of the foregoing requirements of section [9-211-2](#), [9-211-3](#), or [9-211-4](#) of this article. The agreement shall specifically provide that it shall be deemed to be a covenant running with the land, binding all successors, heirs, and assigns of the property owner to secure the installation of the improvements required together with payment of all costs, including reasonable attorney fees which may be incurred by Kane County in the enforcement of any of the terms and provisions of the agreement. The development agreement shall be recorded in the Kane County recorder's office. All existing lienholders shall be required to subordinate their liens to the covenants contained in the development agreement. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

9-211-8: ACCEPTANCE AND RELEASE OF SURETY:

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 remaining improvement warranty. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

9-211-9: DEFINITIONS:

The following definitions apply to this article:

IMPROVEMENT COMPLETION ASSURANCE: A surety bond, letter of credit, cash, or other security required by Kane County to guaranty the proper completion of landscaping or infrastructure that the land use authority has required as a condition precedent to:

- A. Recording a subdivision plat; or
- B. Beginning development activity.

IMPROVEMENT WARRANTY: An applicant's unconditional warranty that the accepted landscaping or infrastructure:

- A. Complies with Kane County's written standards for design, materials, and workmanship; and
- B. Will not fail in material respect, as a result of poor workmanship or materials, within the improvement warranty period.

IMPROVEMENT WARRANTY PERIOD: A period:

- A. No later than one year after Kane County's acceptance of required infrastructure, unless the county:
 - 1. Determines for good cause that the one year period is inadequate to protect the public health, safety, and welfare; and
 - 2. Has substantial evidence, on record:
 - a. Of prior poor performance by the applicant; or
 - b. That the area upon which the infrastructure will be constructed contains suspect soil and the county has not otherwise required the applicant to mitigate the suspect soil. (Ord. 2014-9, 5-19-2014, eff. 6-3-2014)

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CRIM
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DIVISION
LOST SPRING
KANE COUNTY

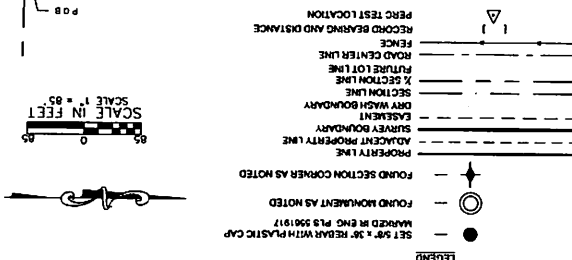
TTES PHAS
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Building on Solid Foundations
460 E. 300 SOUTH
KANAB, UTAH 84701



CRIMSON ESTATES PHASE 3
SUBDIVISION
KANE COUNTY, UTAH
LOCATED IN THE NW ¼ OF SECTION 6,
TOWNSHIP 44 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND
MERIDIAN AND THE SW ¼ OF SECTION 31, TOWNSHIP 43
SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN



Curve #	Curve #	Length	Radius	Offset
C21	11.55	50.00	740.75	0.00
C22	64.68	50.00	740.75	0.00
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Curve	Table	Length	Nodes	Order
C16	545.50/0.28	35.35	2200	5
C17	544.50/0.30	35.10	2200	5
C18	543.50/0.32	34.85	2200	5
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C20	541.50/0.36	34.35	2200	5
C21	540.50/0.38	34.10	2200	5
C22	539.50/0.40	33.85	2200	5
C23	538.50/0.42	33.60	2200	5
C24	537.50/0.44	33.35	2200	5
C25	536.50/0.46	33.10	2200	5
C26	535.50/0.48	32.85	2200	5
C27	534.50/0.50	32.60	2200	5
C28	533.50/0.52	32.35	2200	5
C29	532.50/0.54	32.10	2200	5
C30	531.50/0.56	31.85	2200	5
C31	530.50/0.58	31.60	2200	5
C32	529.50/0.60	31.35	2200	5
C33	528.50/0.62	31.10	2200	5
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C35	526.50/0.66	30.60	2200	5
C36	525.50/0.68	30.35	2200	5
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C43	518.50/0.82	28.60	2200	5
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C64	497.50/1.24	23.35	2200	5
C65	496.50/1.26	23.10	2200	5
C66	495.50/1.28	22.85	2200	5
C67	494.50/1.30	22.60	2200	5
C68	493.50/1.32	22.35	2200	5
C69	492.50/1.34	22.10	2200	5
C70	491.50/1.36	21.85	2200	5
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C72	489.50/1.40	21.35	2200	5
C73	488.50/1.42	21.10	2200	5
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C76	485.50/1.48	20.35	2200	5
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C78	483.50/1.52	19.85	2200	5
C79	482.50/1.54	19.60	2200	5
C80	481.50/1.56	19.35	2200	5
C81	480.50/1.58	19.10	2200	5
C82	479.50/1.60	18.85	2200	5
C83	478.50/1.62	18.60	2200	5
C84	477.50/1.64	18.35	2200	5
C85	476.50/1.66	18.10	2200	5
C86	475.50/1.68	17.85	2200	5
C87	474.50/1.70	17.60	2200	5
C88	473.50/1.72	17.35	2200	5
C89	472.50/1.74	17.10	2200	5
C90	471.50/1.76	16.85	2200	5
C91	470.50/1.78	16.60	2200	5
C92	469.50/1.80	16.35	2200	5
C93	468.50/1.82	16.10	2200	5
C94	467.50/1.84	15.85	2200	5
C95	466.50/1.86	15.60	2200	5
C96	465.50/1.88	15.35	2200	5
C97	464.50/1.90	15.10	2200	5
C98	463.50/1.92	14.85	2200	5
C99	462.50/1.94	14.60	2200	5
C100	461.50/1.96	14.35	2200	5

Curve #	Length	Units	Curve Table
C1	30.18	35.00	50.00-35.00
C2	13.62	15.00	50.00-15.00
C3	31.52	30.00	50.00-30.00
C4	51.07	50.00	50.00-50.00
C5	50.20	50.00	50.00-50.00
C6	72.76	75.00	50.00-75.00
C7	13.62	15.00	50.00-15.00
C8	39.35	35.00	50.00-35.00
C9	39.35	35.00	50.00-35.00
C10	13.62	15.00	50.00-15.00
C11	31.52	30.00	50.00-30.00
C12	31.52	30.00	50.00-30.00
C13	51.07	50.00	50.00-50.00
C14	51.07	50.00	50.00-50.00
C15	13.62	15.00	50.00-15.00

ITEM # 6

Subdivision Preliminary Plat: Lost Springs Ranch

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: September 14, 2021

Dept. /Business Name: Land Use

Topic/Re: Subdivision Preliminary Plat: Lost Springs Ranch

Description: An application for a subdivision preliminary plat for Lost Springs Ranch, parcel 4-6-1-1, creating 15 lots.

Attachments: Info Packet

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes: P&Z recommended APPROVAL.



STAFF REPORT

DATE: 08/31/2021

PROJECT: A complete application for the Preliminary Plat for Lost Springs Ranch Estates Subdivision, Phase 1, lots 1-15, for parcel 4-6-1-1; Legal Description: BEGINNING at the East Corner Common to Section 1, Township 44 and Section 36, Township 43 South, Range 5 West, Salt Lake Base and Meridian, and running; thence, along the east line of said Section 36, North $01^{\circ} 01' 12''$ East 294.75 feet, to the southernly right-of-way of Old US Highway 89; thence, along said right-of-way, North $75^{\circ} 43' 16''$ West 415.38 feet; thence South $01^{\circ} 21' 03''$ West 344.39 feet; thence South $13^{\circ} 38' 03''$ East 100.45 feet; thence South $00^{\circ} 10' 20''$ West 357.12 feet, to the beginning of a curve; thence, along the curve to the left, 36.14 feet, having a radius 50.00 feet, a central angle of $41^{\circ} 24' 35''$ and whose long chord bears South $20^{\circ} 31' 57''$ East 35.36 feet, to a reverse-tangent curve; thence, along the curve to the right, 95.09 feet, having a radius of 50.00 feet, a central angle of $108^{\circ} 57' 37''$ and whose long chord bears South $13^{\circ} 14' 34''$ West 81.39 feet; thence South $22^{\circ} 16' 38''$ East 183.99 feet; thence South $32^{\circ} 13' 51''$ East 87.40 feet; thence South $23^{\circ} 18' 46''$ West 117.21 feet; thence South $50^{\circ} 41' 25''$ West 83.34 feet; thence South $24^{\circ} 04' 25''$ West 133.30 feet; thence South $57^{\circ} 38' 00''$ West 87.84 feet; thence South $26^{\circ} 15' 20''$ East 88.02 feet; thence South $31^{\circ} 59' 40''$ West 184.79 feet; thence South $04^{\circ} 41' 55''$ West 122.67 feet; thence South $19^{\circ} 07' 55''$ East 110.03 feet; thence South $05^{\circ} 46' 58''$ East 145.35 feet; thence South $17^{\circ} 06' 22''$ West 82.06 feet; thence South $35^{\circ} 25' 47''$ West 122.92 feet; thence South $21^{\circ} 33' 25''$ East 73.23 feet; thence South $02^{\circ} 10' 29''$ West 140.03 feet; thence North $90^{\circ} 00' 00''$ East 244.03 feet; thence South $12^{\circ} 04' 45''$ East 364.11 feet, to the beginning of a non-tangential curve; thence, along the curve to the left, 134.87 feet, having a radius of 50.00 feet, a central angle of $154^{\circ} 32' 54''$ and whose long chord bears South $00^{\circ} 38' 48''$ West 97.54 feet; thence South $13^{\circ} 22' 21''$ West 363.93 feet; thence North $89^{\circ} 27' 28''$ West 48.36 feet; thence South $16^{\circ} 03' 02''$ West 65.43 feet; thence South $52^{\circ} 53' 07''$ West 59.66 feet; thence South $40^{\circ} 21' 15''$ East 178.35 feet; thence South $10^{\circ} 56' 07''$ West 64.16 feet; thence South $64^{\circ} 00' 29''$ West 131.24 feet; thence South $30^{\circ} 09' 38''$ West 90.18 feet; thence South $13^{\circ} 23' 05''$ West 92.29 feet; thence South $31^{\circ} 42' 13''$ West 139.30 feet; thence South $43^{\circ} 16' 32''$ West 52.35 feet; thence South $20^{\circ} 24' 51''$ West 38.59 feet; thence North $90^{\circ} 00' 00''$ East 355.96 feet; thence South $00^{\circ} 00' 00''$ East 380.00 feet; thence South $06^{\circ} 10' 23''$ West 50.29 feet; thence South $00^{\circ} 00' 00''$ West 376.03 feet; thence South $88^{\circ} 57' 55''$ East 205.00 feet, to the beginning of a curve; thence, along the curve to the left, 39.00 feet, having a radius of 24.55 feet, a central angle of $91^{\circ} 00' 26''$ and whose long chord bears North $45^{\circ} 31' 51''$ East 35.03 feet; thence South $89^{\circ} 31' 10''$ East 65.22 feet, to the east line of said Section 1; thence, along said line, North $00^{\circ} 28' 50''$ East 1746.66 feet, to the East $\frac{1}{4}$ Corner of said section; thence, continuing along said line, North $00^{\circ} 34' 53''$ East 2643.02 feet, to the POINT OF BEGINNING; containing 43.38 acres (more or less) on behalf of Benjamin K. Clarkson, manager of Lost Springs Ranch LLC, This project is right outside of the Kanab City limits in the vicinity of the Lost Springs Subdivision. Lost Springs Drive is a Class D road, NOT maintained by the county.

FINDINGS: The Lost Springs Ranch Estates Subdivision, phase 1 preliminary plat application complies with Utah State Code unannotated §17-27a-601, 603, 604, 604.5, 606, 607 and with Kane County Land Use Ordinance, Title 9, Chapter 21C and D-Subdivision Regulations. All requirements for right-of-way 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 66 foot right-of-ways. 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.

Lost Springs Drive is a Class D road, NOT maintained by the county.

All lots are zoned R-2.

STAFF RECOMMENDATION: Kane County alternate engineer, Kelvin Smith, Civil Science Engineering, recommends approval of this project. Kane County Land Use Administrator, Shannon McBride recommends approval.

Motion: I move to recommend **approval/denial** to the Kane County Commissioners for the Preliminary Plat, Lost Springs Ranch Estates Subdivision, Phase 1, lots 1-15, on behalf of Ben Clarkson.

THANK YOU

9-21D-5: LAND USE AUTHORITY APPROVAL:

- A. The Kane County land use administrator shall review all completed applications for preliminary plat approval and shall forward to the land use authority only those preliminary plats which it finds have been developed in accordance with the standards and criteria specified in this chapter and all other ordinances and laws of Kane County and the state of Utah; including, but not limited to, land use ordinances, general plan and transportation plan.
- B. At a public meeting the land use authority may recommend approval to the county commission, recommend approval to the county commission with conditions, table until additional information has been provided or disapprove the preliminary plat. In the event that the Kane County land use authority disapproves a preliminary plat, it shall state, in writing, within thirty (30) days to the developer/subdivider the reason for disapproval via certified mail, return receipt requested.**
- C. If recommended for approval to the county commission, the county commission shall review the application for approval, approval with conditions, or denial at the next regularly scheduled county commission meeting. (Ord. O-2016-4, 8-8-2016)

ITEM # 7

Ordinance 2021-35: Revising KCLUO Chapter 5

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested:

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2021-35: Revising KCLUO Chapter 5

Description: An ordinance revising KCLUO Chapter 5: Agricultural Zone and Rural Zones; reducing the number of camping/glamping sites and changing the occupancy capacity in the Agricultural zone.

Attachments: Ordinance 2021-35

Dept. Head/Owner: Wade Heaton

Contact Information: Shannon McBride x4966

Meeting Requested by: Wendy Allan X4364

Internal Notes: P&Z recommended APPROVAL.

KANE COUNTY ORDINANCE NO. O 2021 - 35

**AN ORDINANCE AMENDING TITLE 9 CHAPTER 5 OF THE KANE COUNTY
LAND USE ORDINANCE TO COORDINATE THE NUMBER OF GLAMPING SITES
IN AN AG ZONE**

WHEREAS, the Kane County Planning Commission held a duly noticed public hearing and then voted to recommend changes to the Kane County Land Use Ordinance to the Kane County Board of Commissioners; and

WHEREAS, the Kane County Board of Commissioners, in a duly noticed public meeting, received the recommended changes to the Kane County Land Use Ordinance and desires to enact the recommendations; and

WHEREAS, the purpose of this amendment to the Kane County Land Use Ordinance is to coordinate the number of glamping sites in the AG zone; and

WHEREAS, the purpose of this change is to allow for the number of glamping sites to coordinate with the appropriate zones and allow for economic growth and development in otherwise low density, rural, agricultural land using the Rural Zones for larger tourism developments of a commercial nature; and

WHEREAS, the statutory authority for this ordinance is found in Utah State Code, §17-27a-102, §17-27a-302, §17-27a-501 through 506, §17-27a-505.5 and § 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.

(Instructions to Codifiers:

//

**Title 9
Land Use
Chapter 5
AGRICULTURAL ZONE AND RURAL ZONES**

//

9-5A-3: USES TABLE:

Campground, glamp-ground, up to 7 sites for the first 10 acres, and an additional 4 sites for each

C

additional 10 acres up to a maximum of 35 sites on 80 acres or more	
---------------------------------------------------------------------	--

9-5A-5: MODIFYING REGULATIONS:

~~H. The maximum campground/glamp ground capacity in the AG Zone shall not exceed twenty four (24) persons.~~

//

End of Ordinance

This Ordinance shall be 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 ordinance is available at the Office of the County Clerk, for at least one publication in a newspaper of general circulation in the county, or as otherwise permitted and required by Utah State Law.

ADOPTED this ____ day of _____ 2021.

ATTEST:
Kane County

KARLA JOHNSON
Kane County Clerk

Andy Gant, Chair
Board of Commissioners

Commissioner Heaton voted _____
Commissioner Gant voted _____
Commissioner Chamberlain voted _____

ITEM # 8

MOU with Kanab City Accommodating the Electric
Chargers

Memorandum of Understanding Regarding the Electronic Vehicle Charging Stations

This Memorandum of Understanding ("MOU") is entered into by Kanab City, a political subdivision of the State of Utah ("City"), and Kane County, a political subdivision of the State of Utah ("County"), collectively referred to as the "Parties."

Purpose

There are eight electronic vehicle charging stations ("EV Stations"), together with one or two parking stalls per station, installed in the City's parking lot located near the entrance of its city office building at 26 North, 100 East, Kanab, Utah. The County, along with other partners, is creating a public transportation system that will use electric buses to transport residents and visitors to different areas throughout the county and nearby national parks. As part of the planning process in creating such a public transportation system, the County is requesting an assurance from the City that the EV Stations will remain open to the public for the foreseeable future.

Assurances

As long as the City owns and operates the parking lot where the EV Stations are located, the City assures that said parking lot will remain open to the public for the next five years (from the date of signing below) in the same manner and fashion as it has been since the EV Stations were installed.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this _____ day of 2021.

KANE COUNTY:

Brent Chamberlain
Kane County Commissioner

KANAB CITY:

Robert Houston
Kanab City Mayor

ITEM # 9

Joint Letter with UDOT to Director Bird with UDEQ



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

August 23, 2021

Director Bryce C. Bird
195 North 1950 West
Salt Lake City, UT 84116

Dear Director Bird,

The Utah Department of Transportation (UDOT) and Kane County would like to thank you for your Division's flexibility and willingness to work together to find solutions that benefit all parties in our opportunity to build out Utah's electric vehicle charging network.

This letter serves to communicate UDOT and Kane County's intent to:

- formally request that the Division combine the three DC fast EVSE units and seven dual-port Level 2 EVSE units into a single Project installed at the Kanab Civic Center and request funding assistance under the Workplace EVSE Program for all ten EVSE units included in the project.
- apply the \$104,286 allocation of UDOT's Volkswagen Trust award and UDOT's \$40,000 contribution for portions of the Project costs not funded under the Workplace EVSE program.
- update and replace any conflicting information in (1) Kane County's application for Workplace Charging Funding Assistance Program, signed by Brent Chamberlain on April 15, 2020, (2) UDOT's State of Utah VW Settlement 2018 Electric Vehicle Charging Infrastructure Grant Application, signed by Tim L. Ularich on November 30, 2018, and (3) any past correspondence with the Division.

This letter also requests the Division amend the Workplace Vehicle Charging Program Agreement Between Kane County and State of Utah, Division of Air Quality #203537, effective May 28, 2020 (Workplace Agreement), and the Volkswagen Eligible Mitigation Action Agreement Between State of Utah, Department of Transportation and State of Utah, Department of Environmental Quality, #201217, effective December 18, 2019 (VW Agreement), to maximize the amount of funding assistance that the Division may provide under the Workplace EVSE Program.

Furthermore, this letter requests to rescind all prior reimbursement submittals under (i) the Volkswagen Trust for only the EVSE installed at the Kanab Civic Center and (ii) Workplace EVSE Program to allow for resubmission of reimbursement requests after the new agreements contemplated herein are entered into.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

Attached please find separate signed certifications demonstrating:

- UDOT's agreement to (i) transfer its two EVSE installed at the Kanab Civic Center, including associated networking and warranty packages, to Kane County at no cost, and (ii) amend its VW Agreement
- Kane County's agreement to (i) accept, operate, and maintain the two EVSE installed by UDOT at the Kanab Civic Center for a minimum of five years with full access by the public and its employees, (ii) ensure project data will be available to UDOT and the Division, and (iii) amend its Workplace Agreement.

UDOT and Kane County understand it may take time to amend both UDOT's VW Agreement and Kane County's Workplace Agreement and to verify and process reimbursement documentation.

Sincerely,

Lyle McMillan
Director, Strategic Investments
UDOT

Brent Chamberlain
Commissioner
Kane County

Agreement # _____
Amount: \$ 176,398.62

WORKPLACE VEHICLE CHARGING PROGRAM
AGREEMENT
BETWEEN Kane County AND
STATE OF UTAH
DIVISION OF AIR QUALITY

WHEREAS, in 2019, the Utah legislature appropriated monies to the Utah Division of Air Quality ("UDAQ") to provided funding assistance to business and non-state governmental entities to install electrical vehicle charging equipment ("EVSE") to significantly expand and enhance the EVSE infrastructure throughout the State of Utah;

WHEREAS, to fulfill its legislative mandate, the UDAQ created the "Workplace Vehicle Charging Program" to seek and award entities interested in procuring and installing EVSE;

WHEREAS, Kane County (herein after "RECIPIENT"), a non-executive branch governmental entity in the State of Utah, pursuant to Title 11, Chapter 13, Utah Code, 1953, as amended, requested financial assistance to procure and install light-duty electric vehicle supply equipment ("EVSE");

NOW, THEREFORE, this Workplace Vehicle Charging Program Agreement ("Agreement") is entered into by and between the UDAQ and RECIPIENT (the "Parties") as follows:

I. Terms of the Eligible Mitigation Action Funding.

- A. **Funding Assistance Purpose:** To expand and enhance the EVSE infrastructure throughout the state, the UDAQ awards this funding assistance to RECIPIENT to reduce the purchase and installation price of the EVSE project described in the State of Utah, Application for Workplace Electrical Vehicle Charging Funding Assistance Program ("Application"), signed 4/15/20.
- B. **Maximum Award:** To reduce the purchase price of the specified EVSE project, the UDAQ may provide up to fifty percent (50%) of the actual cost of each authorized EVSE charger and installation, not to exceed fifty percent (50%) of the lowest bid in the Application. The total shall not exceed \$176,398.62.
- C. **Funding Assistance:** Any funding assistance will be provided as a reimbursement of eligible costs incurred by the RECIPIENT.

- D. **Funding Assistance Deadline:** To receive funding assistance, on or before two years from the effective date of this Agreement, RECIPIENT shall complete and submit to the UDAQ all supporting documentation specified in ¶ III.D. demonstrating that all requirements in this Agreement have been met.
- II. **Required Certifications:** In signing this Agreement, RECIPIENT agrees and certifies, under penalty of perjury, that:
- A. **Eligible Costs for Funding Assistance:** RECIPIENT shall only be reimbursed for actual eligible costs, expended after the effective date of this Agreement, to procure and install the EVSE proposed in the Application.
- B. **Completion:** RECIPIENT's EVSE project shall be completed and fully operationally on or before two years from the effective date of this Agreement.
- C. **Minimum Operation and Maintenance Period:** RECIPIENT shall own, operate and maintain each EVSE, partially or fully funded under this Agreement, for a minimum of five years.
- D. **Ownership of Property:** RECIPIENT certifies it owns the property in which each EVSE, partially funded through this agreement, will be installed and operated.
- III. **Eligible Cost Funding Assistance Conditions.**

To receive funding assistance, RECIPIENT shall comply with the following conditions:

- A. **Standard Terms and Conditions:** RECIPIENT shall comply with this Agreement, including Standard Terms and Conditions, Attachment A.
- B. **Quarterly Reporting and Environmental Results:** Beginning with the subsequent quarter at least ninety (90) days after the Effective date of this Agreement and continuing through the completion date of the project, RECIPIENT shall prepare and submit quarterly progress reports to the UDAQ on or before:

December 1st
March 1st
June 1st
September 1st

In its quarterly reports, RECIPIENT shall describe its status with respect to completing the requirements specified in this Agreement,

including a summary of RECIPIENT's progress with respect to its timeline proposed in its Application, expenditures, description of any problems, and planned activities for the next quarter. RECIPIENT may submit the quarterly reports and responses to the UDAQ through electronic mail.

- C. **Reimbursement and Receiving Funding Assistance:** To receive reimbursement for eligible costs, within ninety (90) days of entering the EVSE project into service, RECIPIENT shall demonstrate compliance with the terms of this Agreement by submitting all necessary documentation for reimbursement. These documents shall be submitted on or before two years from the effective date of this Agreement, and shall include the following:
1. A final purchase invoice for each EVSE, installation, and other itemized actual costs (e.g., shipping or activation) in which RECIPIENT requested funding in the Application. The invoice shall include:
 - a. the invoice date;
 - b. the itemized purchase cost for each item, including model number, or service listed in the competitive bid; and
 - c. RECIPIENT as the purchaser;
 2. Proof of payment;
 3. A photo of the EVSE partially funded and placed into service;
 4. A site map showing the location of the EVSE partially funded;
 5. The date the EVSE was placed into service; and
 6. The estimated hours per day and days per year the EVSE will be used.
- D. **Delays or Favorable Developments:**
1. RECIPIENT shall promptly notify the UDAQ in writing of any problems, delays, or adverse conditions which may materially impair its ability to deliver on its obligations specified in this Agreement. This disclosure must include a statement of any actions taken, or contemplated, and any assistance needed to resolve the situation.
 2. RECIPIENT shall notify the UDAQ in writing of any favorable development which may enable it to meet time schedules and objectives sooner or at less cost.
- E. **Additional Documentation:** RECIPIENT shall make data related to the usage of the EVSE available to the UDAQ upon request.
- F. **Timely Follow-Up:** RECIPIENT shall timely respond with any necessary supporting documentation to any follow-up inquiries,


including data requested under ¶ III.E, from the UDAQ, no later than fifteen (15) days after receipt of the inquiry.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 19, Chapter 1, Section 202 and Chapter 2, Section 107, Utah Code, 1953, as amended, the parties hereto mutually agree to perform this Agreement and hereto have executed this Agreement as demonstrated by the appropriate signatures. This Agreement shall take effect upon the date of signature of the Director of Air Quality.

Kane County
76 N. Main Street
Kanab, UT 84741

STATE OF UTAH
DEPARTMENT OF
ENVIRONMENTAL QUALITY
DIVISION OF AIR QUALITY
P. O. Box 144810
195 North 1950 West
Salt Lake City, Utah 84114-4810

By: 
Brent Chamberlain
Print your name and title

By: Bryce C. Bird
Director

Date: 05/05/2020

Date: _____

ATTACHMENT A
Standard Terms and Conditions

1. **DEFINITIONS:** In this Standard Terms and Condition, the following terms shall have the meanings set forth below:
 - a. "Agreement" means the Workplace Vehicle Charging Program Agreement, including all referenced attachments and documents incorporated by reference.
 - b. "EVSE" means electric vehicle supply equipment, including level 2 or fast charging equipment (or analogous successor technologies).
 - c. "RECIPIENT" means the entity identified in the Agreement that may receive Funding Assistance pursuant to the terms of this Agreement. RECIPIENT as used in this Agreement shall include the RECIPIENT's agents, officers, employees, and partners.
 - d. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, UDAQ's authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, the RECIPIENT shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The RECIPIENT shall maintain all records specified in this Agreement. These records shall be retained by the RECIPIENT for at least six (6) years after final reimbursement, or until all audits initiated within the six (6) years have been completed, whichever is later. The RECIPIENT agrees to allow, at no additional cost, State of Utah auditors, federal auditors or any firm identified by the UDAQ, access to all such records.
5. **CONFLICT OF INTEREST:** To the best of its knowledge the RECIPIENT represents that none of its officers or employees are officers or employees of the UDAQ unless previously disclosed in writing.
6. **INDEPENDENT CAPACITY:** The RECIPIENT shall act in an independent capacity and not as officers or employees or agents of the UDAQ or the State of Utah.
7. **INDEMNITY:** The Parties are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing

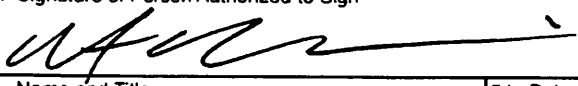
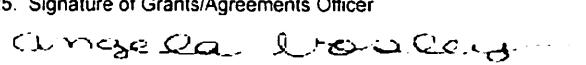
in this Agreement shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Agreement be construed as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Each Party is responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

8. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement by the UDAQ and the RECIPIENT, which amendment will be attached to this Agreement.
9. **TERMINATION:** This Agreement may be terminated, with cause by the UDAQ, upon written notice. The RECIPIENT will be given ten (10) days after written notification is received to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. The RECIPIENT may terminate this Agreement in writing at any time prior to reimbursement. Termination of this Agreement for cause or by the RECIPIENT will render the RECIPIENT ineligible for reimbursement of any costs associated with the EVSE project.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days after written notice is delivered to the RECIPIENT, this Agreement may be terminated, in whole or in part, at the sole discretion of the UDAQ, if it reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the UDAQ's ability to provide financial assistance under this Agreement. If a written notice is delivered under this section, the UDAQ will reimburse the RECIPIENT for eligible costs of the project until the effective date of said notice. The UDAQ will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
11. **PUBLIC INFORMATION:** The RECIPIENT agrees that this Agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). The RECIPIENT gives the UDAQ and the State of Utah express permission to make copies of this Agreement, related sales orders, related pricing documents, and invoices in accordance with GRAMA. The UDAQ and the State of Utah are not obligated to inform the RECIPIENT of any GRAMA requests for disclosure of this Agreement, related purchase orders, related pricing documents, or invoices.
12. **ASSIGNMENT:** The RECIPIENT may not assign, sell, transfer or delegate any right or obligation under this Agreement, in whole or in part.

13. **REMEDIES:** Any of the following events will constitute cause for the UDAQ to declare the RECIPIENT in default of this Agreement: (i) the RECIPIENT's non-performance of its contractual requirements and obligations under this Agreement; or (ii) the RECIPIENT's material breach of any term or condition of this Agreement. The UDAQ may issue a written notice of default providing a ten (10) day period in which the RECIPIENT will have an opportunity to cure. Time allowed for cure will not diminish or eliminate the RECIPIENT's liability for damages. If the default remains after the RECIPIENT has been provided the opportunity to cure, the UDAQ may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement or (iii) demand a full refund of any payment that the UDAQ has made to the RECIPIENT under this Agreement.
14. **FORCE MAJEURE:** Neither the UDAQ nor the RECIPIENT will be held responsible for delay or default caused by fire, riot, act of God or war which is beyond that party's reasonable control.
15. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
16. **PROCUREMENT ETHICS:** The RECIPIENT understands that a person who is interested in any way in the receipt of Funding Assistance from the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person who participates in the award of the funding assistance on behalf of the UDAQ, whether it is given for their own use or for the use or benefit of any other person or organization.
17. **REVIEWS:** The UDAQ reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the implementation status of this Agreement. Such reviews do not waive the requirement of the RECIPIENT to meet all of the terms and conditions of this Agreement, including providing quarterly reports.
18. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Agreement and (ii) this Attachment A. Any provision attempting to limit the liability of the RECIPIENT or limit the rights of the UDAQ or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
19. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice the UDAQ's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, and Insurance.

20. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
21. **ERRORS AND OMISSIONS:** The RECIPIENT shall not take advantage of any errors and/or omissions in this Agreement. The RECIPIENT must promptly notify the UDAQ of any errors and/or omissions that are discovered.
22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ASSISTANCE AGREEMENT

1. Award No. DE-EE0008893		2. Modification No.	3. Effective Date 10/01/2019	4. CFDA No. E1.086
5. Awarded To UTAH CLEAN CITIES Attn: David Christensen 451 S STATE ST STE 345 SALT LAKE CITY UT 84111		6. Sponsoring Office Energy Efficiency & Renewable Energy EE-1 U.S. Department of Energy 1000 Independence Avenue, S.W. Washington DC 20585		7. Period of Performance 10/01/2019 through 09/30/2020
8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority See Page 2		10. Purchase Request or Funding Document No 19EE002624	
11. Remittance Address UTAH CLEAN CITIES Attn: UTAH CLEAN CITIES 451 S STATE ST STE 345 SALT LAKE CITY UT 84111		12. Total Amount Govt. Share: \$670,000.00 Cost Share : \$761,800.00 Total : \$1,431,800.00		13. Funds Obligated This action: \$670,000.00 Total : \$670,000.00
14. Principal Investigator Tammie Bostick (801)580-1922		15. Program Manager Daniel R. Nardoizzi Phone: 412-386-7423		16. Administrator U.S. DOE/NETL NATIONAL ENERGY TECH LAB 626 Cochran Mill Road PO Box 10940 Pittsburgh PA 15236-0940
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury		18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury		19. Submit Reports To See Attachment 2
20. Accounting and Appropriation Data				
21. Research Title and/or Description of Project SUPPORTING ELECTRIC VEHICLE INFRASTRUCTURE DEPLOYMENT ALONG RURAL CORRIDORS IN THE INTERMOUNTAIN WEST				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign 		25. Signature of Grants/Agreements Officer 		
23. Name and Title Kane County Commissioner	24. Date Signed 05/05/2020	26. Name of Officer Angela D. Bosley		27. Date Signed 09/13/2019

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DE-EE0008893

PAGE OF

NAME OF OFFEROR OR CONTRACTOR

UTAH CLEAN CITIES

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 136865911 Block 9 Authority: Public Law 102-486, Energy Policy Act (EPAct) of 1992, amended by Public Law 109-58, EPAct 2006 Project Period of Performance: 10/1/2019 through 9/30/2022 Budget Period 1: 10/1/2019 thru 9/30/2020 Budget Period 2: 10/1/2020 thru 9/30/2021 Budget Period 3: 10/1/2021 thru 9/30/2022 DOE Award Administrator: Janet Laukaitis Phone: (412) 335-5173 Email: Janet.Laukaitis@netl.doe.gov Recipient Business Point of Contact: Tammie Bostick Phone: (801) 580-1912 Email: tammie.bostick@utahcleancities.org ASAR: YES Extent Competed: COMPLETED Davis-Bacon Act: NO FI: Tammie Bostick Fund: 05450 Appr Year: 2019 Allottee: 31 Report Entity: 332431 Object Class: 41999 Program: 1004893 Project: 0000000 WFO: 0000000 Local Use: 0000000				

ITEM # 10

Kane County Resolution No. R-2021-31 a Resolution
Declaring a Local State of Emergency Due to Extremely
Low Water Levels in Lake Powell

KANE COUNTY RESOLUTION NO. R 2021 – 31

**A RESOLUTION DECLARING A LOCAL STATE OF EMERGENCY
DUE TO EXTREMELY LOW WATER LEVELS IN LAKE POWELL**

WHEREAS, the state of Utah and Kane County has experienced a record dry and near record hot calendar year in 2020 and 2021; and

WHEREAS, the statewide and local spring snowpack was well below normal peak; and

WHEREAS, spring soil moisture saturation was exceptionally low and at levels not previously seen since soil moisture monitoring began in 2006; and

WHEREAS, low soil moisture adversely affected the spring runoff; Colorado Rocky Mountain water equivalent snowpack was 89% of normal but Colorado River inflow was only 31%; and

WHEREAS, the State's reservoir storage has decreased 14% over the past year and is currently 30% of max capacity; and

WHEREAS, spring runoff for the State of Utah was below 72% of the seasonal average; and

WHEREAS, the United States Department of Agriculture currently has listed 28 primary (including Kane County) and one contiguous county in Utah under the Secretarial Disaster Designation for drought; and

WHEREAS, these extreme drought conditions have adversely and significantly impacted the water levels of Lake Powell; and

WHEREAS, multiple launch ramps are closed due to low water levels, including Wahweap Stateline, Hite, Halls Crossing, Bullfrog North, Antelope Point Public and Wahweap Main; and

WHEREAS, all of Lake Powell's established boat ramps are closed. Access today is only available via interim auxiliary ramps established for temporary use; and

WHEREAS, infrastructure that supports tourism at Lake Powell are compromised including marinas, utilities, and roads; and

WHEREAS, total inflow for August was 3.6 million acre-feet or 36.59% average inflow for the month of August; and

WHEREAS, water levels are at 3,548 feet as of September 1, 2021 or 30% full pool, which is the lowest level the Lake has been at since it was being filled; and

WHEREAS, when water levels reach 3,490 feet, the Glen Canyon Dam can no longer produce power; and

WHEREAS, drought conditions that require mitigation are expected to persist; and

WHEREAS, these conditions create a state of emergency within the intent of the Disaster Response and Recovery Act found in Title 53, Chapter 2a of the Utah Code; and

WHEREAS, The Governor of Utah issued a State of Emergency on March 17, 2021 due to drought conditions cited above; and

WHEREAS, the authorization for this proclamation is found in Utah Code §53-2a-208 and 209;

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

1. The board of County Commissioners of Kane County, Utah, declare a state of emergency due to the aforesaid circumstances requiring aid, assistance, and relief available from State and Federal resources.
2. A local emergency exists in Kane County, Utah due to the conditions of Lake Powell as set forth above.
3. The nature of the local emergency is the drought conditions and extreme low water levels at Lake Powell as further described above and the adverse effects to the health, safety, and welfare of Kane County residents.
4. The area affected or threatened is the entire County.
5. The response and recovery aspects of all applicable local disaster emergency plans are activated.
6. The furnishing of aid and assistance in relation to this Resolution is authorized.
7. This resolution shall take effect immediately and is ongoing until revoked by the Kane County Commission.
8. This Resolution shall be filed promptly with the County Clerk.

ADOPTED this 14th day of September 2021.

ATTEST:

Andrew Gant, Chair
Board of Commissioners
Kane County

KARLA JOHNSON
Kane County Clerk

Commissioner Gant voted _____
Commissioner Chamberlain voted _____
Commissioner Heaton voted _____

ITEM # 11

Kane County Resolution No. R-2021-32 a
Resolution of Appointment of a Kane County
Representative and an Alternate Representative for
the Utah Counties Indemnity Pool Annual
Membership Meeting

UTAH COUNTIES INDEMNITY POOL

September 8, 2021

Rhonda Gant
Kane County Human Resources
76 North Main Street
Kanab, UT 84741

RE: Annual Membership Meeting

Dear Rhonda:

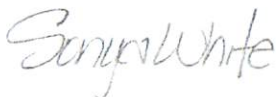
The Utah Counties Indemnity Pool's Annual Membership Meeting will be held at 4:00 p.m. on Thursday, November 11, 2021, in conjunction with the Utah Association of Counties Annual Convention, at the Dixie Center in St. George.

Pursuant to the Pool Bylaws, Article 4.7, Members shall have the obligation to: (b) Designate in writing a representative and one or more alternate representatives for the Membership Meetings. Each representative and alternate representative must be an elected or appointed officer or employee of a Member and must be appointed by majority vote of the governing body or by the county executive or county mayor of the Member to be the Member's official representative for the purposes of the Pool. An alternate representative may exercise all the powers of a representative during a Membership Meeting, in the absence of the representative.

Please have the Kane County Governing Body appoint a representative and an alternate representative, who will attend the Membership Meeting on November 11, **by adopting the attached resolution** at the **next Commission meeting**. Please fax/email the signed resolution to 435-608-4531 or agetts@ucip.utah.gov no later than November 3, 2020.

The UCIP Board of Directors request that you encourage the Commissioners to attend this Annual Meeting of the Members. Register for the event on UCIP's website: ucip.utah.gov.

Sincerely,



Sonya White
Chief Financial Officer

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

WHEREAS, the Governing Body of Kane County, Utah, is the proper authority to appoint a qualified person to act as the official representative for Kane County at the Utah Counties Indemnity Pool Membership Meeting to be held on November 11, 2021; and

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

NOW, THEREFORE, be it resolved that the Governing Body of Kane County, Utah, hereby appoints Rhonda Gant as the official Kane County representative for the Utah Counties Indemnity Pool Membership Meeting to be held on November 11, 2021, with Karla Johnson as an alternate representative.

RESOLVED ADOPTED AND ORDERED this _____ day of _____, 2021.

GOVERNING BODY
KANE COUNTY, UTAH

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

ITEM # 12

Governor's Office of Planning and Budget Grant
Application