

July 17, 2024 Board Meeting.
10:00 AM, Kane County Commission Chambers
76 N Main, Kanab, UT

AGENDA

- Call to Order
 - Approval of 06-19-2024 RTSSD meeting minutes
- Financials
 - Review of Statements
- Update from Kanab City on recent projects – Kyler Ludwig.
- Update on Stellar Vista Observatory project - Rich Csenge.
- Funding Request: KCCA Art Campus Architectural & Conceptual Services.
- Adjourn

This meeting is available for call in option – # 435-676-9000 –Enter participant code- 168030

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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 Clayton Cutler. Agenda items may be accelerated or taken out of order without notice as the Committee deems appropriate. All items to be placed on the agenda contact Clayton Cutler by noon Monday, prior to the meeting.

ccutler@kane.utah.gov 435-644-4366

Minutes

In attendance: Kelly Stowell (chair), Kerry Glover, Mike Noel, Bart Battista, Commissioner Celeste Meyeres, Clayton Cutler, Morgan Shakespear, Taylor Glover, Jeff Stott. **Absent:** Andy Gant

Call to Order: Chairman Kelly Stowell

Motion to approve meeting minutes from the 04-17-2024 meeting.

Motion: Mike Noel

Second: Bart Battista

Motion passed unanimously.

Financials:

Clayton gives an overview of the financial statements for the months since the last meeting in April. The Board discusses the reports.

Staff brings up that the meeting schedule is currently “off track” and suggests that the Board holds another meeting in July. The Board brings up current projects to which they had contributed funds and suggests that the recipients come and give an update. Clayton goes over the outstanding funds for other projects.

Bart asks Commissioner Meyeres if the school board had given an update regarding usage of the old elementary school property. She relays the information given to her.

Chairman Stowell mentions that the Board had previously appropriated funds for an archaeological study for the East Zion project. The archaeological study is no longer needed, but a wildlife study involving Mexican Spotted Owls is. He suggests the allocated funds be used for the wildlife study in place of the archaeological study. Commissioner Meyeres briefly presents some background on the needed study. The Board and Commissioner discuss the study, how funds would be used and why it’s needed, and the project.

Motion to approve the reallocation of the funds from the archaeology study to the wildlife study.

Motion: Mike Noel

Second: Bart Battista

Motion passed unanimously.

Commissioner Meyeres mentions that the County is working toward improving popular tourist destinations by added trash and portable toilets to the locations including Belly of the Dragon, the Sand Caves, and the Toadstools. She asks if the County would be able to come to the Rec & Trans board for funding in the future. The Board discusses the issue.

Motion to adjourn.
Motion: Kerry Glover
Second: Mike Noel
Motion passed unanimously.

Meeting adjourned 10:57 am.

Kelly Stowell – Chair

Clayton Cutler – Clerk

STATEMENTS



STATE BANK OF SOUTHERN UTAH

PO Box 340 • Cedar City, Utah 84721-0340

CHECKING STATEMENT SMALL BUSINESS

Account Number: 5114442

Statement Date: 6/28/24

Page: 1 of 2

00005295 TSU2714A062924082042 01 000000000 0005295 003

KANE CO RECREATION AND
TRANSPORTATION
SPECIAL SERVICE DISTRICT
112 S COUNTRY CLUB DR
KANAB UT 84741-3826

Page: 1 Branch- 005

Online Banking safety tip: SBSU does not send links by text message.
If you receive a link by text, and then a call from someone claiming to
be from SBSU who urges you to click the link, don't do it. It is a scam.

Account Name	Account Number	Balance
SMALL BUSINESS	5114442	87,721.14

Account Name	Account Number	Acct	Balance
SMALL BUSINESS	KANE CO RECREATION AND TRANSPORTATION SPECIAL SERVICE DISTRICT	5114442	

Beginning Balance	6/01/24	88,141.29	
Deposits / Misc Credits	0	.00	
Withdrawals / Misc Debits	1	420.15	
** Ending Balance	6/30/24	87,721.14	**
Service Charge		.00	
Average Collected Balance		87,763	
Enclosures		1	

PAID CHECKS

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
6/04	1447	420.15						

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
6/04	87,721.14				



Member FDIC

Customer must sign here to initiate address change

Clip and return to bank

ENDING BALANCE AS SHOWN ON THIS STATEMENT		\$	
ADD: DEPOSITS NOT CREDITED ON THIS STATEMENT			
SUBTOTAL		\$	
CHECKS WRITTEN BUT NOT DEDUCTED ON THIS STATEMENT			
CHECK #	\$ AMOUNT		
TOTAL CHECKS NOT DEDUCTED →			
SUBTRACT TOTAL CHECKS NOT DEDUCTED FROM SUBTOTAL ABOVE		ADJUSTED STATEMENT BALANCE	\$
YOUR CHECKBOOK BALANCE		\$	
SUBTRACT SERVICE CHARGES ON THIS STATEMENT			
OTHER DEBITS OR CREDITS			
ADJUSTED CHECKBOOK BALANCE		\$	

KANE COUNTY RECREATION
AND TRANSPORTATION SSD
KANAB, UT 84741

1447
07-1779123
\$

DATE MARCH 5 2024 CHECK NUMBER

PAY TO THE ORDER OF SENIOR OFFICE SUPPLY \$ 420.15

FOUR HUNDRED TWENTY DOLLARS AND 15/100 DOLLARS

State Bank OF SOUTHERN UTAH 88 WEST CENTER KANAB, UTAH 84741 (833) 846-0820

For PRINTER TONER

Two Signatures Required

1447

1447

Check 1447

Amount \$420.15

Date 06/04/2024

00005295 0024136 0002-0002



STATEMENT OF ACCOUNT

PTIF

UTAH PUBLIC TREASURERS' INVESTMENT FUND

Marlo M. Oaks, Utah State Treasurer, Fund Manager

PO Box 142315

350 N State Street, Suite 180

Salt Lake City, Utah 84114-2315

Local Call (801) 538-1042 Toll Free (800) 395-7665

www.treasurer.utah.gov

KANE COUNTY REC AND TRANSP SSD

CLAYTON CUTLER

76 NO. MAIN

KANAB UT 84741

Account

Account Period

8651

January 01, 2024 through July 16, 2024

Summary

Beginning Balance	\$ 899,460.30	Average Daily Balance	\$ 839,654.08
Deposits	\$ 22,996.11	Interest Earned	\$ 22,996.11
Withdrawals	\$ 148,876.00	360 Day Rate	4.9796
Ending Balance	\$ 773,580.41	365 Day Rate	5.0487

Date	Activity	Deposits	Withdrawals	Balance
01/01/2024	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 899,460.30
01/31/2024	REINVESTMENT	\$ 4,187.59	\$ 0.00	\$ 903,647.89
02/29/2024	REINVESTMENT	\$ 3,935.00	\$ 0.00	\$ 907,582.89
03/04/2024	UCIP Mem	\$ 0.00	\$ 1,876.00	\$ 905,706.89
03/31/2024	REINVESTMENT	\$ 4,188.38	\$ 0.00	\$ 909,895.27
04/02/2024	City Lig	\$ 0.00	\$ 72,000.00	\$ 837,895.27
04/26/2024	Cover Gr	\$ 0.00	\$ 75,000.00	\$ 762,895.27
04/30/2024	REINVESTMENT	\$ 3,705.93	\$ 0.00	\$ 766,601.20
05/31/2024	REINVESTMENT	\$ 3,536.32	\$ 0.00	\$ 770,137.52
06/30/2024	REINVESTMENT	\$ 3,442.89	\$ 0.00	\$ 773,580.41
07/16/2024	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 773,580.41

{Effective: 01/31/2024} The GASB Fair Value factor at December 31, 2023 is 1.00152190

FUNDING UPDATES / REQUESTS

Applicant Name: Johnathan M. Kerr Organization: Kane County Center for the Arts

Project Name: Art Campus Amount Requested: \$ \$20,000.00

Completion Date: Phased - TBD ☒ Recreation Project ☐ Transportation Project

Project Description: Architectural programming, conceptual design and site evaluation services for the Kane County Center for the Arts campus, consisting of an outdoor amphitheater, art park and performing arts center and associated support spaces.

- Has your organization previously received funding from the District for this project?
☐ Yes ☒ No
- Has your organization received funding from the District for any other projects unrelated to this one?
☐ Yes ☒ No
- Have you ever been denied funding from the District?
☐ Yes ☒ No
- Have you already sought or do you intend to seek funding for this project from other sources within Kane County?
☒ Yes ☐ No
- Will you or a representative be prepared to present your project before the Board at a District meeting?
☒ Yes ☐ No
- Will funds be expended on the project within 90 days of receiving District funding?
☒ Yes ☐ No
- Do you understand and agree to the terms outlined in this Funding Request Form?
☒ Yes ☐ No

A successful award on this occasion does not guarantee subsequent funding in the future.

I hereby certify that the facts, figures and representation made in this application, including all attachments, are true and correct to the best of my knowledge. Failure to comply with the funding requirements established by the RTSSD may disqualify the applicant for future funding.


Signature

Johnathan M. Kerr
Printed Name

15 July 2024
Date

Tom Avant, PE SE PLS
CEO



Chris Heaton
VP Development

Mike Downward, PE
VP Structural

Joshua Beazer, EIT
VP Civil

Matthew Henke, Arch.
VP Architecture

July 8th, 2024

Kane County Center for the Arts
Attn: Mariah Wheeler
797 W. Willow Dr.
Kanab, Utah 84741

Job Location: Undetermined

PROPOSAL

Iron Rock Group proposes to provide preliminary programming, conceptual design, & site evaluation services for the Kane County Center for the Arts campus. It is anticipated the campus will include the following elements:

1. Performing Arts Center (Theater + supplementary & support spaces)
2. Outdoor Amphitheater (Covered stage area + support spaces & applicable site seating area)
3. Art Park (Greenspace w/ site architecture to accompany outdoor art installations)
4. Workshop
5. Parking (As applicable for the above venues)

This bid includes the following conceptual services:

1. Architectural Programming (Phase 1)
 - a. Phase Steps:
 - i. Identify project goals & objectives.
 - ii. Spatial planning & research.
 - iii. Establish quantitative requirements.
 - iv. Program summary & adjacency studies.
 - b. Phase Deliverable(s)
 - i. Program matrix w/ quantities and conceptual cost estimates.
 - ii. Adjacency diagram(s) & studies
 - c. Phase Limitations: Three (3) iterations
2. Conceptual Design (Phase 2)
 - a. Phase Steps:
 - i. Layout development
 - ii. Building form development
 - b. Phase Deliverable(s)
 - i. Conceptual building floor plan layout
 - ii. Conceptual building elevations
 - iii. Conceptual building cross section(s)
 - iv. Up to three (3) conceptual renderings
 - c. Phase Limitations: Two (2) iterations
3. Site Analysis (Phase 3)
 - a. Evaluation of potential site(s) for project feasibility in the following areas:
 - i. Spatial & contextual analysis
 - ii. Zoning/code compliance
 - iii. Available utilities
 - iv. Access & infrastructure



- b. Phase Deliverable(s)
 - i. One (1) feasibility report per evaluated site
 - c. Phase Limitations: Property survey and geotechnical testing are not included within scope but are available upon request w/ fees determined based on site scope.
 - d. Phase 3 is an conditional service line-item available per the "Conceptual Service Limitations" outline within this contract.
4. Conceptual Service Limitations
- a. Phase Iterations
 - i. An iteration begins with client/designer coordination and/or feedback, proceeds with Iron Rock's process development, and concludes upon client receipt of a deliverable per that phase of design.
 - ii. Prior to IR's transition to/from a design phase, the client must provide a written approval of the previous design phase deliverable(s).
 - iii. Time associated with design development beyond the specified number of iterations will be considered a change order and billed at the designer's/engineer's regular bill rate.
 - b. Conceptual design deliverables do not constitute construction documents and are intended for scope and project planning purposes only. Deliverables may not be used for any of the following:
 - i. Construction
 - ii. Final cost estimating
 - iii. City permitting and/or final review.
 - c. Master Planning is not within scope of this contract and may only be requested upon the following conditions:
 - i. The owner has procured (or is operating under good faith from the current owner that the site may be procured) for their intent and purposes
 - ii. The site has been evaluated by Iron Rock Group and deemed feasible to accommodate the owner's intent and purposes

Iron Rock Group proposes to furnish the services completed in accordance with above specifications per the following line-items for the sum(s) of:

PHASE 1 & 2

Sixteen thousand five hundred and 00/100 [\$16,500.00] without prior justification and authorization due to major change orders.

PHASE 3

One thousand five hundred and 00/100 [\$1,500.00] PER SITE without prior justification and authorization due to major change orders.

Payment to be made as follows:

A down payment of \$2,000 is to be made prior to start of work, the remaining amount to be paid as follows:

Payments to be made upon receipt of milestone invoices based upon the percentage of completion of the scope of work as outlined above. Payments are to be made within 15 days of receipt of the invoices.

AUTHORIZED SIGNATURE

Matthew Henke

TITLE

VP Arch.

DATE

7/8/2024

Initials

MH



THIS PROPOSAL IS VALID FOR THIRTY DAYS

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED, ALONG WITH ANY ADDITIONAL TERMS STATED BELOW. IRON ROCK IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. I UNDERSTAND THAT UPON ACCEPTING THIS PROPOSAL THROUGH SIGNATURE, THIS PROPOSAL BECOMES A BINDING CONTRACT THAT INCLUDES ALL TERMS OUTLINED ABOVE AND BELOW THE SIGNATURE LINE. I HAVE READ ALL TERMS, UNDERSTAND ALL TERMS, AND AGREE TO ALL TERMS.

DATE _____

SIGNATURE _____

TERMS OF CONTRACT: The purchaser agrees to pay for the above services at Kanab, UT within 15 days of this invoice. If not paid, a FINANCE CHARGE of 2% per month (ANNUAL PERCENTAGE RATE 24%) will be charged on all overdue accounts. Client also agrees to pay all costs of collection, including court costs, collection agency fees, and reasonable attorney fees whether or not a suit is filed. The Statute of Limitations runs from the date of substantial completion of the contract. If the Client places the project on-hold or the project design is paused for a period exceeding 120 days, the contract is considered terminated and a new contract will be required prior to restating and/or continuing the project.

COPY RIGHT: © This agreement, all plans, construction documents, renderings, models, design concepts and so forth constitute intellectual property of Iron Rock Group and any affiliated partners and is copyright protected under Section 102 of the Copyright Act (Title 17 of the United States Code), as amended on December 1, 1990, or as furthered amended. Any reproduction, distribution, publishing, infringement or use in any way, in whole or in part, without prior written agreement from Iron Rock Group constitutes violation of copyright and is expressly prohibited.

Iron Rock retains the rights to raw data files for CAD, images, surveys, etc., unless specified differently elsewhere in this contract. PDF digital content of finished plan sets can be provided at the client's request without the need of a signed waiver. But any other release of digital data, even if specified in the contract, requires the signing of a Digital Data License Agreement form. The client owns a limited use license to use the finished plan set for the specified project. Iron Rock retains all copy rights regarding the plans and their future use. Client cannot duplicate, sell, profit from, or provide the plans to any third party without the written consent of Iron Rock Group.

LIEN PROTECTION: Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if and only if the following conditions are satisfied:

- (1) The owner entered into a written contract an original contractor, a factory-built housing retailer, or a real estate developer;
- (2) The original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and
- (3) The owner paid in full the original contractor; factory-built housing retailer, or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract.
- (4) An owner who has satisfied all of these conditions may perfect his protection from liens by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing by calling (801) 530-6628 or toll free in Utah only (866) 275-3675 and requesting to speak to the Lien Recovery Fund. (Utah Administrative Code R156-38a-108)

LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$850.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Initials _____



Saturday, May 18, 2024

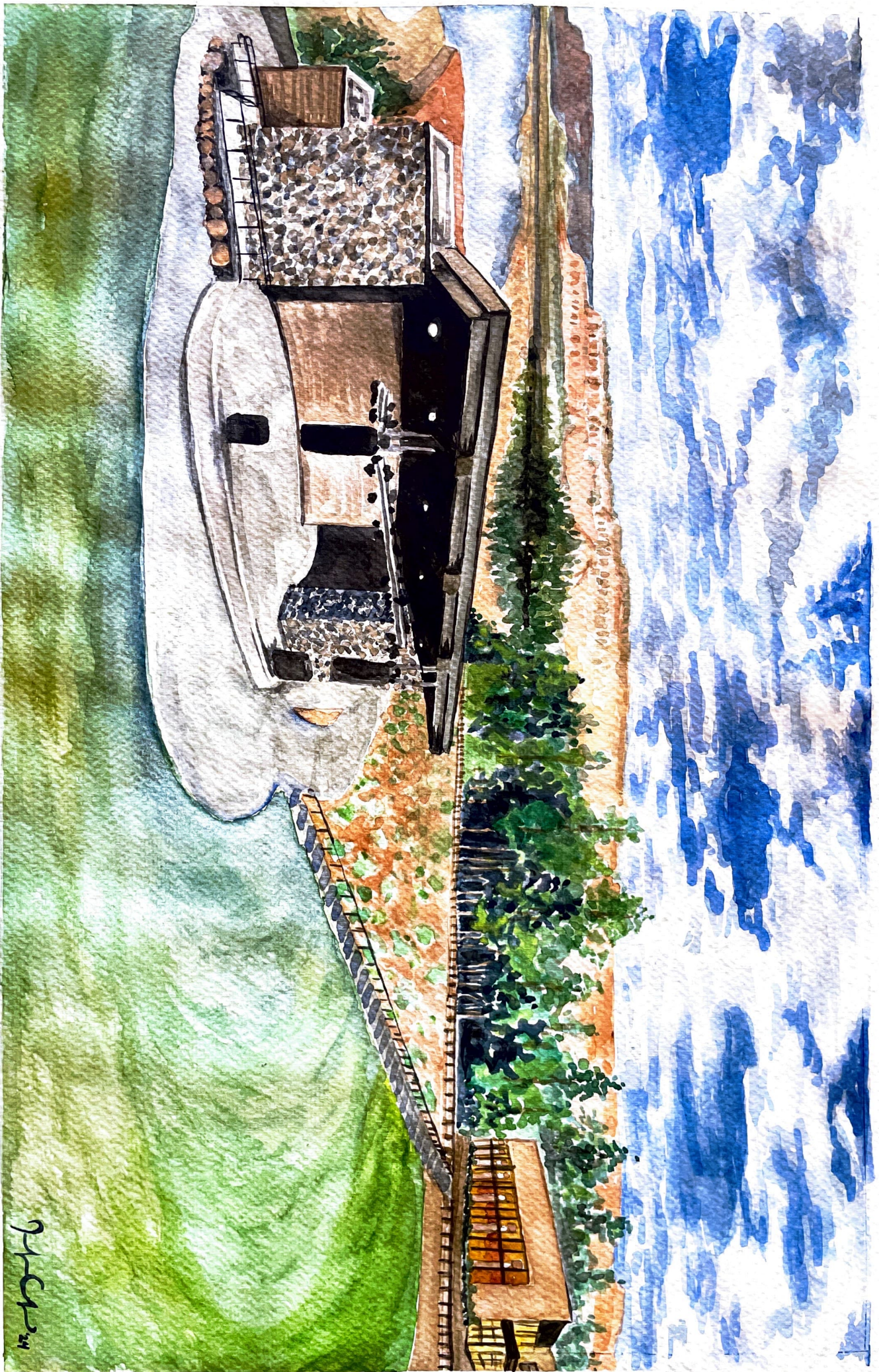
To Whom It May Concern:

The Symphony of the Canyon supports the creation of a Kane County Center for the Arts (KCCA) and its mission and vision. In particular, the Symphony is interested in combining with the KCCA as an enthusiastic and capable partner to design, promote, and effect a variety of cross-disciplinary events throughout the year. These collaborative initiatives may encompass a diverse assortment of extended music festivals, music and song writing retreats, chamber and small ensemble music events, and more expansive outdoor concerts. The KCCA also provides an appealing space to better attract well known invited guest artists, lecturers, and instructors.

Although, Kanab has several existing venues that are wonderful for a variety of community gatherings and events, there is potential for growth through the arts that cannot be realized with the present infrastructure. KCCA has the potential to expand the types of activities possible, as its own entity and in collaboration with other public outlets such as the Kanab Center and Hamblin Park, which in turn has the potential to more wholly utilize the incredibly rich, dense, and powerful art resources within and surrounding our beautiful community, connecting Kanab with other communities through the arts and elevating Kanab as an Arts Destination.

Sincerely,

Tony Schoenfeld,
President, Board of Directors, Symphony of the Canyons



94642