

AGENDA
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
August 11, 2014
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH

The items listed under Consent Agenda will be considered as a group and acted upon by one motion with no separate discussion of said items, unless the Commission so requests. In that event, the item will be removed from the Consent Agenda for separate discussion. The Commission meeting will begin at **10:00 am**

CALL MEETING TO ORDER:

PRAYER

PLEDGE OF ALLEGIANCE:

WELCOME:

CITIZEN PUBLIC INPUT:

CONSENT AGENDA:

Check Edit Reports:

Approval of: July 28, 2014 Commission Meeting Minutes; July 28, 2014 Joint Commission Meeting Minutes

REGULAR AGENDA:

1. Tim Burke -BLM New District Manager, Arizona Strip District/ Commissioner Matson
2. Discussion and Action on four "Local Consent" letters required for application for licenses from Department of Alcoholic Beverage for the Amangiri Resort./ Clerk/Auditor Karla Johnson
3. ERFO Road Project Agreement between Kane County & USDA, Forest Service, Dixie Natl. Forest: Cedar City Ranger District-Stout Canyon Emergency Road Repairs/GIS Lou Pratt
4. Discussion on the hiring of a Full time/Part time Assistant for the Kane County Land Use Authority , to fill the position being vacated by Bonnie Haycock./ LUA Shannon McBride
5. Alton Road Change Order/ GIS Lou Pratt

Other Business:

- Report
- Schedules
- Assignments

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.

MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS'
July 28, 2014
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH

Present: Commissioner Douglas K Heaton, Commissioner Jim Matson, Commissioner Dirk Clayson, Attorney Rob VanDyke, Clerk/Auditor Karla Johnson, Deputy Clerk Linda Millett, and SUNews Reporter Carol Sullivan

Also Present: HR Rhonda Gant, TC Ken Gotzen-Berg

CALL MEETING TO ORDER: Commissioner Dirk Clayson

PRAYER: Commissioner Dirk Clayson

PLEDGE OF ALLEGIANCE: Commissioner Jim Matson

WELCOME: Commissioner Douglas K Heaton

CITIZEN PUBLIC INPUT:

Charlie Saba: stated a desire for the Public Meeting Agenda to contain attachments of agenda items available for the public. He also stated some concerns regarding the Rural Unimproved Subdivision Ordinance.

CONSENT AGENDA:

Check Edit Reports:

Approval of: July 14, 2014 Commission Meeting Minutes, and July 21, 2014 Regular and Work Meeting Minutes

Motion to approve the Consent Agenda was made by Commissioner Heaton, and the Motion carries with all commissioners present voting in favor.

REGULAR AGENDA:

Appoint Thomas Griffiths to the Long Valley Sewer Board Appointment, replacing Clark Lamb, who has tendered his resignation

Motion to Appoint Thomas Griffiths to the Long Valley Sewer District Board was made by Commissioner Heaton, and the Motion carries with all commissioners present voting aye.

Approve the Kane County MOU with Deer Springs Ranch Owners Association/DSROA

Commissioner Clayson, Deer Springs Ranch Owners Association President Brent Fulmer, and DSR resident Robert Allen reviewed the changes requested by the Deer Springs Ranch Owners Association. The MOU has been signed by DSROA.

Motion to approve the MOU between Kane County and Deer Springs Ranch Owners Association was made by Commissioner Matson, and the Motion carries with all commissioners present voting in favor.

Approve the Bylaws of the Kane County Travel Council

Kane County Travel Council Department Head Ken Gotzen-Berg stated the need to meet Utah State Requirements in the presented bylaws. A discussion to ensure meeting of these requirements ensued.

Motion to approve the Kane County Travel Council Bylaws, with the edits on Paragraph F as discussed, was made by Commissioner Clayson. The Motion carries with all commissioners present voting in favor.

Approve Resolution 2014-13 Garkane Energy Franchise Agreement

Commissioner Clayson & Attorney VanDyke addressed the county wide Garkane Energy Franchise Agreement. A discussion ensued. Garkane Energy has 60 days to review and respond to the agreement.

Motion to Adopt Resolution 2014-13, the Garkane Energy Franchise Agreement was made by Commissioner Clayson and the Motion carries with a Roll Call vote as follows:

- Commissioner Heaton.....Aye
- Commissioner Clayson.....Aye
- Commissioner Matson.....Aye

Adopt Ordinance 2014-14, an Ordinance Amending the Animal Control Ordinance

Attorney Rob VanDyke reviewed the Amendments to the Animal Control Ordinance concerning dog bites, and the definition of provocation of dog bites. A discussion ensued.

Motion to Adopt Ordinance 2014-14 was made by Commissioner Clayson and the Motion carries with a Roll Call vote as follows:

- Commissioner Heaton.....Aye
- Commissioner Clayson.....Aye
- Commissioner Matson.....Aye

Adopt Ordinance 2014-15, an Ordinance Amending Kane County Land Use Ordinance Chapters 1, 6, & 7

LUA Shannon McBride presented the Amendments to the LUA Ordinance Chapters 1,6, & 7. Discussion on these changes ensued.

Motion to Adopt Ordinance 2014-15 was made by Commissioner Clayson and the Motion carries with a Roll Call Vote as follows:

- Commissioner Heaton.....Aye

Commissioner Clayson.....Aye
Commissioner Matson.....Aye

Other Business:

Report on the upcoming Joint Commission Meeting this afternoon, the agenda for this meeting, the NEC building/ Kane County Fair, and other items were discussed.

CLOSED SESSION:

Motion: to enter Closed Session to discuss pending or reasonably imminent litigation was made by Commissioner Heaton and the Motion carries with all commissioners present voting aye.

Present: Commissioner Heaton, Commissioner Matson, Commissioner Clayson, Clerk/Auditor Johnson and County Attorney Van Dyke.

Regular Session Resumed.

WHEREUPON MEETING WAS ADJOURNED

Commission Chairman Douglas K Heaton

Clerk/Auditor Karla Johnson

MINUTES OF THE JOINT MEETING OF
KANE AND GARFIELD COMMISSIONERS

JULY 28, 2014 1:00 PM

KANE COUNTY SEARCH AND RESCUE FACILITY
30 WEST AIRPORT DRIVE, KANAB UTAH 84741

Call to Order: The meeting was called to order by Commissioner Douglas K. Heaton and Commissioner Clare Ramsay
Prayer: Commissioner Clayson
Pledge: Commissioner Ramsay

Roll Call was taken and the following were present: Kane County Commissioners Doug Heaton, Dirk Clayson and Jim Matson; Garfield County Commissioners Clare Ramsay and Dell Lefever; and Shannon McBride LUA, Linda Little Assessor, Danny Button Rancher, Danny Little Rancher, Hal Hamblin Rancher, Todd Phillips Rancher, Dan Byfield, Margaret Byfield, Gil Miller, Byard Kershaw, Rob VanDyke County Attorney, Kent Burggraaf Deputy County Attorney, Lamar Smith, Durrant McArthur, Brian Bremner, Raymond Brinkerhoff, Sean Stewart, Richard Madril, Katherine Farrell, Sarah Schlanger, Carolyn Shelton, Allysia Angus, Karla Johnson Clerk/Auditor, Cami Macias Deputy Clerk/Auditor, Carol Sullivan SUN News, Mary Craven SUN News,

Present on Conference Call, Cindy Staszak, Kathy Kerb, and Candas Bailey

Also Presents: Charlie Saba, Tony Chelewski, Ken Gotzen-Berg, Laura Welp, Rhonda Gant, Lou Pratt, Craig Hansen, Rob Johnson, Marc Johnson, Heather Heaton, and Sky Chaney

COORDINATION MEETING WITH GRAND STAIRCASE ESCALANTE NATIONAL
MONUMENT LEADERSHIP

Opening Comments – Commissioner Matson and Monument Manager Designee Cindy Staszak

Commissioner Matson explained that the meeting was the first of the Kane and Garfield Counties Coordination meetings. Cindy Staszack Thanked the Counties and expressed a desire to work through the process with them.

1. Coordination and NEPA Requirements / Margaret Byfield

Margaret Byfield presented a power point presentation explaining the federal laws that require Coordination.

2. Proclamation Language Protecting Livestock Grazing and Multiple Use / Kent Burggraaf

Deputy Attorney Burggraaf updated the group about the relationship between the GSENM, other BLM lands and federal Law.

3. County Plans and Policies / Shannon McBride and Brian Bremner

Shannon McBride presented a power point presentation explaining Chapter 27 Title Nine, of the Kane County Code. Brian Bremner presented the Garfield Cultural/historical value of Grazing and the Escalante Region on the County Register of Cultural and Historic Resources.

Sarah Schlanger expressed a desire to have the National Park Service included in the Coordination efforts.

4. Current Livestock Grazing Conditions / Lamar Smith, Hal Hamblin, Danny Button, Danny Little, and Todd Phillips.

Danny Button, a fifth generation rancher, addressed issues such as road maintenance, water improvements, seeding and brush treatments, and the use of materials to enhance the range and waters supply. There are current treatments that are successful and should be used. The approval process needs to be shortened. As honest, hard-working, God-fearing people who love our country and land, we believe it is vital that the monument work closely with local county officials to ensure the success of a way of life that we love, and whose very existence is being threatened.

Danny Little, a fifth generation rancher, discussed the use of natural resources available on allotments and the ability to use firewood and other methods of PJ management. He explained the fire suppression activity that is inherent to proper range management. He addressed the SITLA exchange that did not result in increases to the AUMS but rather decreased the functionality of the range. Good people that work for the Monument with degrees and knowledge are not allowed to carry out their jobs.

Todd Phillips discussed restrictions imposed since the monument was designated, restricting new and renewed seedings, water improvements, and reducing pinion juniper encroachments. He discussed erosion that is not treated. The flexibility to move cattle based on actual range conditions has been eliminated. Repairs and improvements to riparian areas are not allowed. In fact, he has not had any range improvement projects of any type approved. He expressed concern that special interest groups are given more respect, yet do not have a dime of investment into the range. He further stated that if the Monument staff does their work properly there is nothing to worry about, the data backs up and defends the action. In closing Mr. Phillips expressed support for coordination and thanked local officials for their participation.

Hal Hamblin explained that the Ranchers, as vested stakeholders, have earned at least the same attention, consideration, and respect that the environmental groups receive. The Cowboy is the eyes and ears on the land with a vested interest in protecting the land, performing many services that assist tourism. Riparian areas are not all the same and each should be evaluated and treated separately. Erosion due to a policy of no action has seriously eroded the land. He also described several incidents relating to a double standard where the federal government does not hold itself to the same standards and policies as the permittees. He discussed new

seedings and renewed seeding buffer zones, the old Kanab Grazing District, pinion Juniper encroachment, and a variety of improvements, and concluded by encouraging the GSENM to cooperate with the local county officials.

Lamar Smith followed with a discussion of Adaptive management; Trend Monitoring; Assessment of Rangeland Health and Proper Functioning Condition; Utilization; Flexibility in Grazing Management Plans; Range Improvements and Vegetation Management, Closed Allotment and Grassbanks and Coordinated Resource Management Plans.

5. Economic Impact of GSENM – Gil Miller

Gil Miller presented an economic report identifying the impacts of reduced grazing on counties, the current economic climate, and what impact grazing has on recreation and tourism.

Items 6 & 7 Were stricken from the agenda by consensus for duplication of topics.

8. Next Meeting; Date, Time, Location, Topics / – Commissioner Matson and Monument Manager Designee Cindy Staszak

The next meeting was set for September 15th 9:00 AM at the Garfield County Commission Chambers.

Where upon meeting adjourned

Douglas K. Heaton / Commission Chair

Karla Johnson / Clerk Auditor

KANE COUNTY COMMISSION AGENDA REQUEST:

Date of Regular/Work Meeting Requested: 8-11-2014

Dept. /Business Name: BLM Manager Tim
Burke - Az. Strip District

Topic/Re: Introduction of new BLM
Manager Tim Burke - Az. Strip Dist

Dept. Head/Owner: Commission, Clerk Auditor

Meeting Requested by: _____

Contact name & #: _____

KANE COUNTY COMMISSION AGENDA REQUEST:

Date of Regular/Work Meeting Requested: 8-11-14

Dept. /Business Name: Amangiri Resort

Topic/Re: Discussion & Action on four "Local Consent" letters required for application for licenses from Dept. of Alcoholic Beverages for Amangiri Resort

Dept. Head/Owner: Karla Johnson / clerk / Auditor

Meeting Requested by: Adam Long - Attorney - Smith Hartviysen PLLC

Contact name & #: Adam Long - 801-413-1600

Linda Millett

From: Adam Long [ALong@smithlawonline.com]
Sent: Thursday, August 07, 2014 3:50 PM
To: ldmillett@kane.utah.gov
Subject: FW: Agenda for August 11th commission meeting
Attachments: Banquet Local Consent.pdf; Club Local Consent.pdf; Package Agency Local Consent.pdf; Restaurant Local Consent.pdf

Linda,

Please see the agenda language in my previous email to Karla below and the local consent letter attached.

Adam S. Long

Attorney
SMITH HARTVIGSEN PLLC
Walker Center, Suite 300
175 S. Main Street
Salt Lake City, Utah 84111
801-413-1600
801-413-1620 fax
877-825-2064 toll free
along@smithlawonline.com
www.smithhartvigsen.com



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From: Adam Long
Sent: Tuesday, July 29, 2014 7:03 PM
To: Karla Johnson
Subject: Agenda for August 11th commission meeting

Karla,

We need to have this on the agenda for the August 11th commission meeting:

Discussion and action on four "Local Consent" letters required for application for licenses from Department of Alcoholic Beverage for the Amangiri Resort.

Letters are attached.

Adam S. Long

Attorney
SMITH HARTVIGSEN PLLC
Walker Center, Suite 300
175 S. Main Street
Salt Lake City, Utah 84111
801-413-1600
801-413-1620 fax



FULL-SERVICE RESTAURANT LIQUOR LICENSE

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant; and (2) to authorize a variance reducing the proximity requirements

AUTHORITY: Utah Code 32B-1-202; 32B-5-201 through 203; 32B-5-205 and -206

Kane

, [] City [] Town County

Local business license authority

hereby grants its consent to the issuance of a full-service restaurant liquor license to:

Business Name (DBA): Amangiri Resort Hotel

Applicant Entity/Business Owner: Canyon Land Development I, LLC

Location Address: Kayenta Road, Canyon Point, UT

Authorized Signature

August 11, 2014

Name/Title

Date

LOCAL CONSENT FOR PROXIMITY VARIANCE

In accordance with Utah Code 32B-1-202, the local authority also grants consent to a variance regarding the proximity of this establishment relative to a public or private school, church, public library, public playground, or park.

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is acceptable. Local consent may be faxed to the DABC at 801-977-6889 or mailed to: Department of Alcoholic Beverage Control, PO Box 30408, Salt Lake City, UT 84130-0408
DABC Local Consent 1/2012

UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
1625 S 900 W • PO Box 30408 • Salt Lake City, UT 84130-0408 • Phone (801) 977-6800 • Fax (801) 977-6889

“ON-PREMISE BANQUET LIQUOR LICENSE”
LOCAL CONSENT

Date: August 11, 2014

Attn: DABC Licensing & Compliance Section

Kane, [] City [] Town [X] County

hereby grants its consent to the issuance of an on-premise banquet liquor license to:

Business Name: Amangiri Resort Hotel

Applicant / Business Owner: Canyon Land Development I, LLC

Location Address: Kayenta Road, Canyon Point, UT

Pursuant to the provisions of Utah Code 32B-5-201 and 32B-6-605, this license allows for the storage, sale and consumption of liquor on the premises.

Check if applicable

LOCAL CONSENT FOR PROXIMITY VARIANCE

In accordance with Utah Code 32B-1-202, the local authority also grants consent to a variance regarding the proximity of this establishment relative to a public or private school, church, public library, public playground, or park.

Authorized Signature

Print Name / Title

This is a suggested form. A city, town, or county's own form is acceptable.
Local consent may be faxed to the DABC at 801-977-6889 or mailed to:
Department of Alcoholic beverage Control
PO Box 30408
Salt Lake City, UT 84130-0408

"CLUB LIQUOR LICENSE"

LOCAL CONSENT

Date: August 11, 2014

Attn: DABC Licensing & Compliance Section

Kane, [] City [] Town [X] County

hereby grants its consent to the issuance of a club liquor license to:

Business Name: Amangiri Resort Hotel

Applicant / Business Owner: Canyon Land Development I, LLC

Location Address: Kayenta Road, Canyon Point, UT

Pursuant to the provisions of Utah Code 32B-5-201 and 32B-6-401 through 409, this license allows for the storage, sale and consumption of liquor on the premises.

[] *Check if applicable*

LOCAL CONSENT FOR PROXIMITY VARIANCE

In accordance with Utah Code 32B-1-202, the local authority also grants consent to a variance regarding the proximity of this establishment relative to a public or private school, church, public library, public playground, or park.

Authorized Signature

Print Name / Title

This is a suggested form. A city, town, or county's own form is acceptable.
Local consent may be faxed to the DABC at 801-977-6889 or mailed to:
Department of Alcoholic beverage Control
PO Box 30408
Salt Lake City, UT 84130-0408

KANE COUNTY COMMISSION AGENDA REQUEST:

Date of Regular/Work Meeting Requested: 8-11-14

Dept. /Business Name: GIS + Commission

Topic/Re: Road Project Agreement between Kane County + USDA, Forest Service, Dixie Natl. Forest - Cedar City Ranger District - Stout Canyon Emergency Road Repairs.

Dept. Head/Owner: GIS Lou Pratt

Meeting Requested by: Commissioner Clayson

Contact name & #: Lou Pratt



FS Agreement No. _____
Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
KANE COUNTY, STATE OF UTAH
And The
USDA, FOREST SERVICE, DIXIE NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Kane County, State of Utah, hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Dixie National Forest, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #13-RO-11040700-030 executed between the parties on _____.

Project Title: Cedar City Ranger District – Stout Canyon Emergency Road Repairs

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on July 11, 2013. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.



II. PURPOSE:

The purpose of this Project Agreement is to document the parties' cooperation in the Stout Canyon Emergency Road Repairs (ERFO project on Forest Service Road 30063) on the Cedar City Ranger District of the Dixie National Forest. Kane County will assist the Forest Service by completing the following work items, not exceeding \$180,973 in reimbursable funding, throughout the duration of this agreement;

Site #3 (2.76-3.40 miles)

- Rehabilitation of one (1) existing cattle guard
- Place and compact 200 cubic yards of unclassified borrow
- Place 245 cubic yards of Class 2-4 type riprap
- Install 200 square yards of Class IV-A geotextile (with riprap installation)

Site #4 (3.75-3.90 miles)

- Reinstall one (1) 72 inch x 50 foot CMP
- Place 200 cubic yards of Class 2-4 riprap
- Install 100 square yards of Class IV-A geotextile
- Place and compact 300 cubic yards of unclassified borrow (road fill during pipe installation)
- Replace one (1) non-functioning 48 inch culvert with one (1) new 72 inch x 50 foot corrugated metal pipe
- Install one (1) new 72 inch x 50 foot corrugated metal pipe
- Place and compact 300 cubic yards of unclassified borrow (raise road by 12 inches)

Site #5 (4.44 miles)

- Reinstall one (1) existing 72 inch x 50 foot CMP
- Place 200 cubic yards of Class 2-4 riprap
- Install 90 square yards of Class IV-A geotextile
- Place and compact 110 cubic yards of unclassified borrow (road fill)
- Remove debris from and reform existing stream channel (estimated at 30 hours of excavator/dozer time)
- Install one (1) new 72 inch x 50 foot CMP

Site #6 (4.45-4.70 miles)

- Place and compact 220 cubic yards of course aggregate backfill
- Install gabion baskets (estimated at 89 cubic yards)
- Install water control for gabion basket installation
- Stream work to divert away from stream bank under roadway (estimated at 72 hours of equipment time)
- Unusable debris removal to dump site (estimated at 8 hours of equipment time)
- Complete an estimated 620 cubic yards of earthwork
- Place and compact 100 cubic yards of unclassified borrow

**Site #7 (4.95 miles)**

- Reinstall one (1) existing 72 inch x 50 foot CMP
- Place 250 cubic yards of Class 2-4 riprap
- Install 140 square yards of Class IV-A type geotextile
- Replace and compact 400 cubic yards of unclassified borrow
- Stream work, removal of debris/sedimentation and re-form channel (estimated at 30 hours of equipment time)
- Install one (1) new 72 inch x 50 foot CMP

Site #8 (5.78 miles)

- Replacing one (1) non-functioning 24 inch x 40 foot CMP
- Place and compact 200 cubic yards of unclassified borrow (12 inches of road fill)

The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$180,973.00.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$180,973.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Cooperator's monthly invoice. Each invoice from Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) Cooperator's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period



The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Pat Fordham

Grants & Agreements Specialist
Dixie/Fishlake National Forest
115 E 900 N
Richfield, UT 84701

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Dirk Clayson Address: 76 N Main Street City, State, Zip: Kanab, UT 84741 Telephone: 435-644-4902 FAX: 435-644-2052 Email: dirk@kanab.net	Name: Dirk Clayson Address: 76 N Main Street City, State, Zip: Kanab, UT 84741 Telephone: 435-644-4902 FAX: 435-644-2052 Email: dirk@kanab.net

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: James Redhouse, Jr. Address: 1789 N Wedgewood Ln City, State, Zip: Cedar City, UT 84721 Telephone: 435-865-3759 FAX: 435-865-3791 Email: jredhouse@fs.fed.us	Name: Pat Fordham Address: 115 E 900 N City, State, Zip: Richfield, UT 84701 Telephone: 435-896-1060 FAX: 435-896-9347 Email: pfordham@fs.fed.us

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding



corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.

- C. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- D. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).
- E. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- F. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment.
- G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.
- I. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.



- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through July 10, 2018 at which time it will expire unless extended.
- M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.



DOUG HEATON, Commission Chair
Kane County, State of Utah

Date

ANGELITTA S. BULLETTTS, Forest Supervisor
U.S. Forest Service, Dixie National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

PAT FORDHAM
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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FEDERAL HIGHWAY ADMINISTRATION, Federal Lands Highway
DAMAGE SURVEY REPORT
 (Title 23, Federal-Aid System/Federal Domain)

Sheet No: 1 of 5
 DSR No: 30063-5.78
 Disaster No: UT 2013-1-FS

Applicant: USFS	County: Kane	Latitude: 37°24'59.70"N
Agency: USDA - Dixie National Forest	State: Utah	Longitude: 112°35'21.43"W
Road No. Forest Service Road 30063	Road Name: Stout Canyon Road	Mile Post: SITE #8 (5.78)
Bridge Data:	Road Data:	Classification:
Type: <input type="checkbox"/>	Traveled Way Width: 14'	Surface Type: Native
ID#: <input type="checkbox"/>	Shoulder Width: 1'	Thickness: <input type="checkbox"/>
		Maint. Level: ML III (Three)
		ADT: 20
		Inspection Date: 17-Sep-13

Description and Cause of Damage: Exceptionally severe September monsoonal rains on top of saturated soils from August monsoonal moisture. The stream channel in this section has been artificial forced into narrow ditch, which overtops during moderate flows. The road, by default, becomes the stream channel.

Scope/Description of Repair: In order to protect the road, the capacity of the adjacent stream channel has to increase to a level that minimizes long term costs. The repair would widen stream channel to approximately 32' to pass high flows, narrow the roadway to 14' to accommodate stream channel widening. Protect the road from the adjacent stream with riprap. Raise the travel surface 12". Replace the existing 18" culvert with a 24" culvert and move the existing 48" culvert to the center of the stream. The 48" culvert is part of a private driveway, so funds are not being requested to improve the crossing. The culvert does need to move to continue functioning during low flow.

COST ESTIMATE for EMERGENCY REPAIRS*				
Quantity	Unit	Item Description	Unit Price	Cost
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Proposed:	Force Account	Contract	Total Emergency Repairs	\$0

COST ESTIMATE for PERMANENT REPAIRS*				
Quantity	Unit	Item Description	Unit Price	Cost
In-Kind Replacement				
1	Each	Galvanized culvert 24-inch x 40-foot corrugated metal pipe (replace existing plugged culvert)	\$2,960	\$2,960
200	CY	Unclassified borrow, compaction method C (replace 12" of material washed from roadway during storm)	\$20	\$4,000
1	LS	Mobilization	\$560	\$560
			Subtotal	\$7,520
Betterment				
1200	CY	Stream Channel Excavation, Haul and Disposal	\$20	\$24,000
1	Each	Galvanized culvert 48-inch x 40-foot corrugated metal pipe (reinstall only)	\$2,800	\$2,800
200	CY	Unclassified borrow, compaction method C (raise road 12")	\$20	\$4,000
470	CY	Placed riprap, class 2-4 (armor stream bank)	\$50	\$23,500
1	LS	Mobilization	\$4,340	\$4,340
			Subtotal	\$58,640
				\$0
		NOT APPROVED (RED SECTION)		\$0
				\$0
			Subtotal Permanent Repairs (continuation sheet)	\$0
Proposed:	Force Account	Contract	Total Permanent Repairs	\$7,520

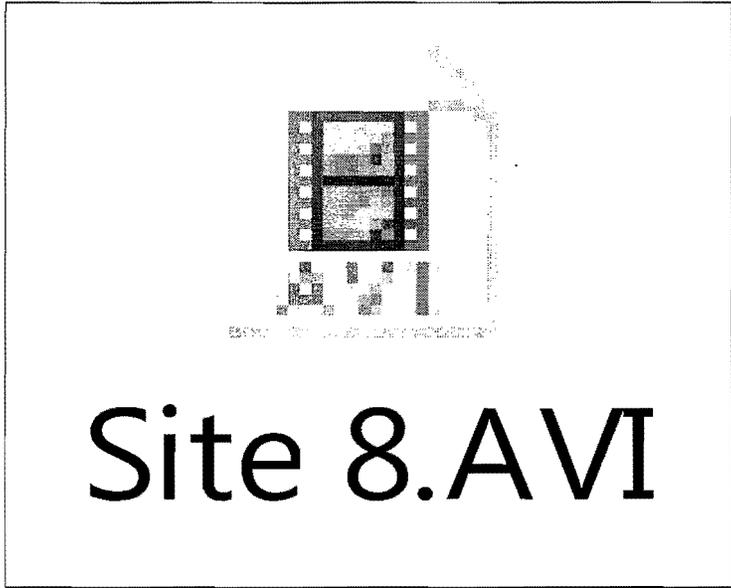
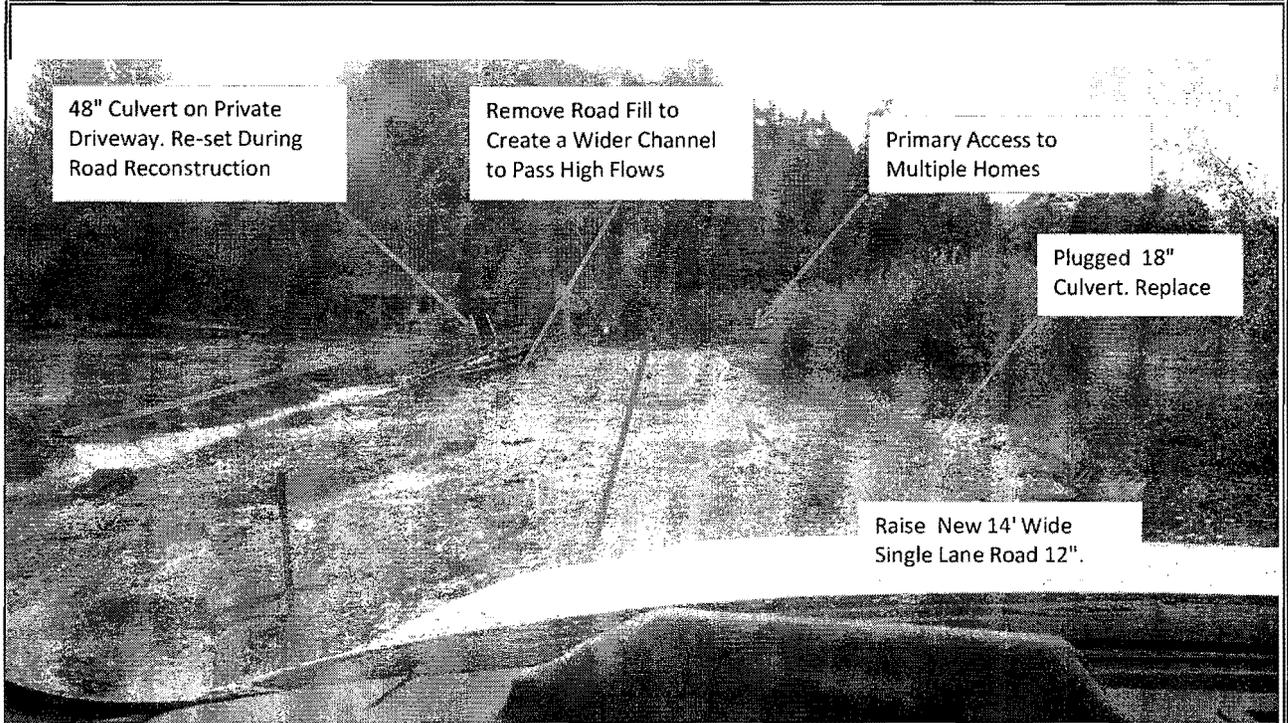
Identify Betterment, if any, and provide justification* The stream channel in this section has been artificial forced into narrow ditch. The ditch will overtop during bankfull flow. The stream is much wider upstream and downstream. During September flooding, the roadway became the stream channel. This cut off access from local homes to highway 89. The associated erosion contributed significant sediment to the stream. The betterment would include the earthwork to widen the stream and narrow the road, minimizing the long term flood damage costs.

Preliminary Engineering	\$752
Construction Engineering	\$752
Right-of-Way	\$0
Other	
TOTAL ESTIMATED COST (Emergency and Permanent Repairs)	\$9,024

Submitted By: (Name and Title) Jake Dodds – Zone Engineer	Signature: /s/ Jake Dodds	Date: 03/06/2014
Reviewed By: (Name and Title)	Signature:	Date:
Eligible	Ineligible	
Recommended By: FHWA ERFO Coordinator	Signature:	Date:
Eligible	Ineligible	

*Attach Supplemental Sheets if necessary

FEDERAL HIGHWAY ADMINISTRATION, Federal Lands Highway DAMAGE SURVEY REPORT <i>(Supplemental Sheet)</i> (Title 23, Federal-Aid System/Federal Domain)		Sheet No: 2 of 5
		DSR No: 30063-5.78
		Disaster No: UT 2013-1-FS
Applicant: USFS	County: Kane	State: Utah
Road No. Forest Service Road 30063		Mile Post: SITE #8 (5.78)



Video showing the road becoming the stream during storm flow. The video was taken prior to peak flow as the location the video was shot from was inaccessible during peak flow and for several days thereafter.

FEDERAL HIGHWAY ADMINISTRATION, Federal Lands Highway

DAMAGE SURVEY REPORT *(Supplemental Sheet)*

(Title 23, Federal-Aid System/Federal Domain)

Sheet No: 3 of 5

DSR No: 30063-5.78

Disaster No: UT 2013-1-FS

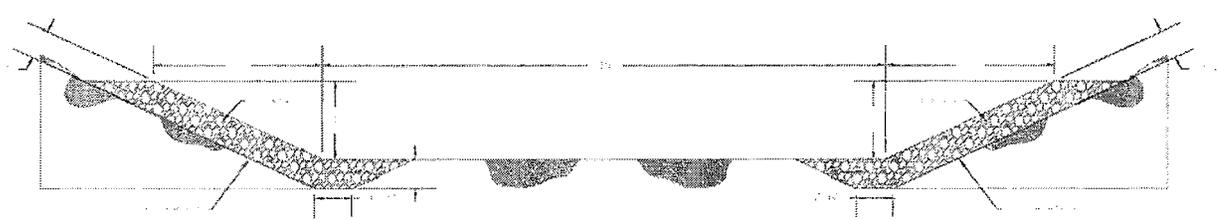
Applicant: USFS

County: Kane

State: Utah

Road No. Forest Service Road 30063

Mile Post: SITE #8 (5.78)



FEDERAL HIGHWAY ADMINISTRATION, Federal Lands Highway DAMAGE SURVEY REPORT <i>(Supplemental Sheet)</i> (Title 23, Federal-Aid System/Federal Domain)		Sheet No: 4 of 5
		DSR No: 30063-5.78
		Disaster No: UT 2013-1-FS
Applicant: USFS	County: Kane	State: Utah
Road No. Forest Service Road 30063		Mile Post: SITE #8 (5.78)

Site #8

Stream Excavation Quantity

$$300\text{ft} \cdot 36\text{ft} \cdot 3\text{ft} = 1200 \cdot \text{yd}^3$$

Select Borrow Quantity

$$350 \cdot \text{ft} \cdot 15 \cdot \text{ft} \cdot 2 \cdot \text{ft} = 389 \cdot \text{yd}^3$$

Riprap Quantities

$$42 \frac{\text{ft}^3}{\text{ft}} \cdot 300\text{ft} = 467 \cdot \text{yd}^3$$

FEDERAL HIGHWAY ADMINISTRATION, Federal Lands Highway

DAMAGE SURVEY REPORT (Supplemental Sheet)

(Title 23, Federal-Aid System/Federal Domain)

Sheet No: 5 of 5

DSR No: 30063-5.78

Disaster No: UT 2013-1-FS

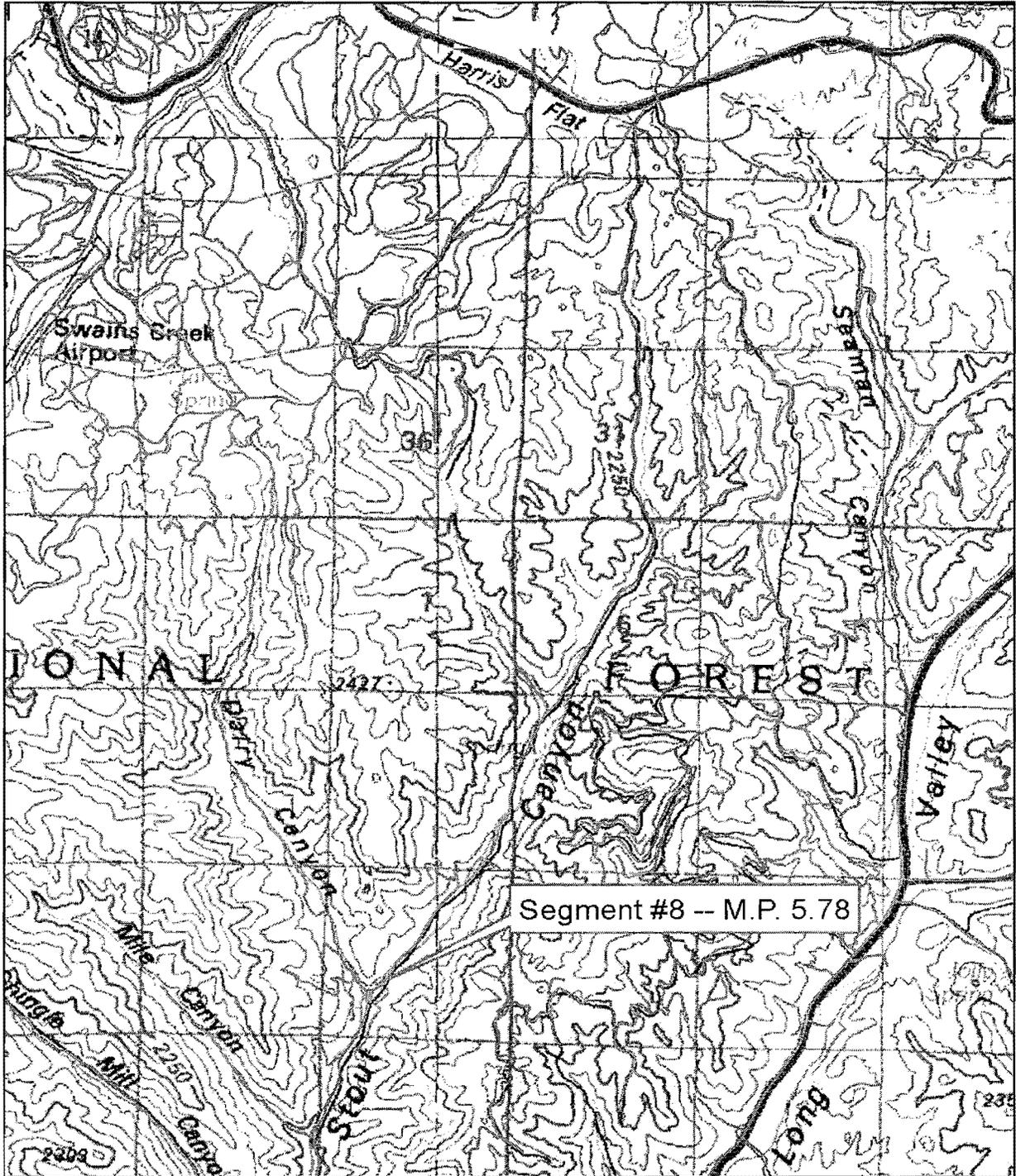
Applicant: USFS

County: Kane

State: Utah

Road No. Forest Service Road 30063

Mile Post: SITE #8 (5.78)



Stout Canyon Road ERFO

KANE COUNTY COMMISSION AGENDA REQUEST:

Date of Regular/Work Meeting Requested: 8-11-14

Dept. /Business Name: LUA

Topic/Re: Discussion on the hiring of a Full time/part time Assistant for the Kane County Land Use Authority, to fill the position being vacated by Bonnie Haycock

Dept. Head/Owner: Shannon McBride

Meeting Requested by: " "

Contact name & #: " "

KANE COUNTY COMMISSION AGENDA REQUEST:

Date of Regular/Work Meeting Requested: 8-11-14

Dept. /Business Name: GIS, Commission

Topic/Re: Alton Road Change Order

Dept. Head/Owner: Lou Pratt, Commissioner Clayson

Meeting Requested by: " " "

Contact name & #: _____

Date of Issuance: July 31, 2014	Effective Date: August 1, 2014
Owner: Kane County	Owner's Contract No.:
Contractor: Western Rock Products	Contractor's Project No.:
Engineer: Jones & DeMille Engineering Inc.	Engineer's Project No.: 1304-178
Project: Kane County Alton Road Reconstruction	Contract Name: Alton Road Reconstruction

The Contract is modified as follows upon execution of this Change Order:

Description: Once the paving was completed from Station 12+00 to Station 169+00, the project experienced a heavy snow storm. Once this snow melted off and traffic and trucks started running on the new surface, several soft spots developed through the asphalt. Also, several areas of rutting began to occur. In order to repair the road surface and create a safe corridor, please refer to the description attached hereto as Attachment A.

Attachments: [List documents supporting change]
 Request from Western Rock Products.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,344,245.46</u>	Original Contract Times: Substantial Completion: <u>October 18, 2013</u> Ready for Final Payment: <u>November 1, 2013</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>0</u> : Substantial Completion: <u>256 days</u> Ready for Final Payment: <u>242 days</u> days
Contract Price prior to this Change Order: \$ <u>2,344,245.46</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 1, 2014</u> Ready for Final Payment: <u>July 1, 2014</u> days or dates
Increase of this Change Order: \$ <u>263,179.76</u>	Increase of this Change Order: Substantial Completion: <u>76 days</u> Ready for Final Payment: <u>76 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>2,607,425.22 (excluding \$300,000 paid by contractor)</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 15, 2014</u> Ready for Final Payment: <u>September 15, 2014</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: _____	By: _____	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: _____	Title _____	Title <u>Mgr</u>	Title _____
Date: _____	Date _____	Date <u>8/5/2014</u>	Date _____