

**AGENDA**  
OF THE KANE COUNTY  
BOARD OF COMMISSIONERS' MEETING  
**April 13, 2015**  
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: March 16 Work Meeting/Regular Meeting Minutes, and March 23, 2015  
Commission Meeting Minutes

**REGULAR AGENDA:**

1. Upcoming Event: 'Greyhound Gathering'/ Claudia Presto
2. Adopt Resolution 2015-6, Vacating a Rural Unimproved Subdivision, Arthur Manteris, Bryce View Estates/ LUA Shannon McBride
3. Utah State Division of Parks & Recreation and Kane County Cooperative Agreement for Purchase of Bridge Materials/ GIS Lou Pratt & Attorney Rob VanDyke
4. VOCA Grant Update/ Devin Shakespear & Attorney Rob VanDyke
5. Court House Security/ Attorney Rob VanDyke

**Other Business:**

- Reports
- 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.

**Commission Meeting will Adjourn for lunch following the Closed Session, and Resume at 2:00pm for the Joint Kane and Garfield Counties – BLM / GSENM Coordination portion of the Meeting at 2:00 pm**

**Joint Kane and Garfield Counties – BLM / GSENM Coordination - 2:00 pm**

**Agenda:**

- 1) Welcome – Doug Heaton, Chairman
- 2) Opening Remarks / Brief Updates
  - a. Kane County – Commissioner Jim Matson
  - b. Garfield County – Commissioner Leland Pollock
  - c. Bureau of Land Management - Cindy Staszak (GSENM Manager)

**Old Business:**

- 3) Update on BLM’s Inquiry into the Interpretation of the Presidential Proclamation Language regarding Livestock Grazing for the GSENM – Cindy Staszak
- 4) Questions regarding the “Needs and Purpose Statement” submitted by Kane County for the Environmental Impact Statement being prepared for the GSEMN Livestock Grazing Amendment.

**New Business:**

- 5) Discussion on process for continued coordination.
- 6) Discussion of specific requirements and constraints on the Livestock Grazing Amendment to achieve consistency with Kane County and Garfield County Plans and Policies within the context of 43 U.S.C. 1712(C)(9).

**Other Business:**

- 7) Determine Next Coordination Meeting Date and Location
- 8) Adjourn

KANE COUNTY COMMISSION AGENDA REQUEST:

Date of Regular/Work Meeting Requested: April 13, 2015  
10:00

Dept. /Business Name: Greyhound Gathering

Topic/Re: Advise Commission of upcoming event + extend invitation. Needs 5 minutes.

Dept. Head/Owner: \_\_\_\_\_

Meeting Requested by: Claudia Presto

Contact name & #: 644-2903

Resolution  
2015-16

KANE COUNTY COMMISSION AGENDA REQUEST:

Regular or Work Meeting

Date of Commission Meeting Requested: April 13, 2015

Dept. /Business Name: Planning & Zoning, Land use Authority

Topic/Re: Vacating a Rural Unimproved Subdivision, Arthur Mankis  
Bryce View Estates

Dept. Head/Owner: Shannon McBride

Meeting Requested by: Shannon McBride

Contact name & #: Shannon 4966 or Mary 4951

Notes: Application & plat map attached. Resolution (ordinance)  
must be prepared by County Attorney.

JAN 07 2015

Fee: <sup>to</sup> 300  
Paid: 105 ✓ (8/1)  
List of Property Owners: WLD

REQUEST FOR VACATING OR AMENDING A SUBDIVISION PLAT

Property Owner's Name: Arthur N. Mantelis

Date: 11/14/14 Address: 227 Hallet Cove Court

Phone: (702) 334-9518 Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

City: Boulder City State: NV Zip Code: 89005

Location and Legal Description of Subdivision Plat: See Attached  
Vacating Bryce View Rural Unimproved  
Subdivision

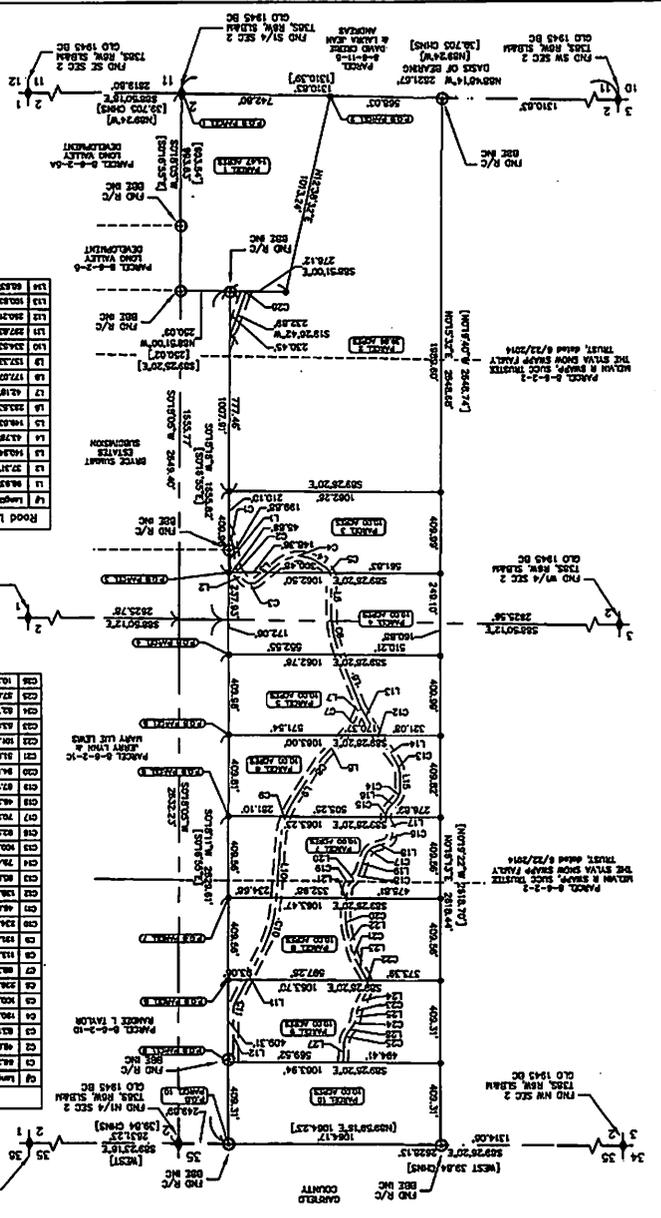
I (We) certify that the proposed subdivision plat will conform to the Kane County Subdivision Ordinance and that no changes will be made without prior approval.

Signature of Owner: Arthur N. Mantelis

Land Use Action: \_\_\_\_\_ Approve: \_\_\_\_\_ Deny: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Land Use Authority Chairman \_\_\_\_\_ Date: \_\_\_\_\_



Parcel B-2-1

Lot	Area	Remarks
L1	0.00	Lot 1
L2	0.00	Lot 2
L3	0.00	Lot 3
L4	0.00	Lot 4
L5	0.00	Lot 5
L6	0.00	Lot 6
L7	0.00	Lot 7
L8	0.00	Lot 8
L9	0.00	Lot 9
L10	0.00	Lot 10
L11	0.00	Lot 11
L12	0.00	Lot 12
L13	0.00	Lot 13
L14	0.00	Lot 14
L15	0.00	Lot 15
L16	0.00	Lot 16
L17	0.00	Lot 17
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L29	0.00	Lot 29
L30	0.00	Lot 30
L31	0.00	Lot 31
L32	0.00	Lot 32
L33	0.00	Lot 33
L34	0.00	Lot 34
L35	0.00	Lot 35

Parcel B-2-2

Lot	Area	Remarks
C1	0.00	Lot 1
C2	0.00	Lot 2
C3	0.00	Lot 3
C4	0.00	Lot 4
C5	0.00	Lot 5
C6	0.00	Lot 6
C7	0.00	Lot 7
C8	0.00	Lot 8
C9	0.00	Lot 9
C10	0.00	Lot 10
C11	0.00	Lot 11
C12	0.00	Lot 12
C13	0.00	Lot 13
C14	0.00	Lot 14
C15	0.00	Lot 15
C16	0.00	Lot 16
C17	0.00	Lot 17
C18	0.00	Lot 18
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C32	0.00	Lot 32
C33	0.00	Lot 33
C34	0.00	Lot 34
C35	0.00	Lot 35

PROPOSED LOTS TO BE SUBDIVIDED FROM PARCEL B-2-1 AND PARCEL B-2-2.

THE TOTAL AREA OF THESE LOTS IS 10.00 ACRES.

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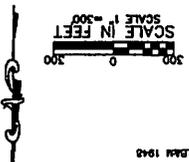
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**BRYCE VIEW ESTATES**  
 A RURAL UNIMPROVED SUBDIVISION  
 LOCATED IN W1/2 SECTION 2,  
 TOWNSHIP 38 SOUTH, RANGE 6 WEST  
 SALT LAKE BASE AND MERIDIAN

**PLANS**

1 OF 1

**MAINTENANCE**

**TITLE**

**DATE**

**REVISION:**

**SCALE: 1" = 300'**

**REDUCE SCALE BY 1/2 FOR 11x17 DRAWINGS**

**T.C. ENGINEERING, P.C.**  
 A DESIGN-BUILD FIRM  
 EXCELLENCE...ON TIME!

P.O. BOX 55, KANAB, UTAH 84701  
 (435)464-9000 (800)444-9000  
 (435)899-0055

**BRYCE VIEW ESTATES**  
 RURAL UNIMPROVED SUBDIVISION  
 KANE COUNTY, UT

SCALE: 1" = 300'

REDUCE SCALE BY 1/2 FOR 11x17 DRAWINGS

KANE COUNTY COMMISSION AGENDA REQUEST:

Regular or Work Meeting

Date of Commission Meeting Requested: April 13th

Dept. /Business Name: Roads/Recreation

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Topic/Re: Utah State Division of Parks and Rec. and Kane  
County Cooperative Agreement for Purchase of Bridge Materials

Dept. Head/Owner: Lou Pratt

Meeting Requested by: Rob Van Dyke

Contact name & #: \_\_\_\_\_

Notes: The State has approved the form of the cooperative  
agreement which is attached. The work plan and budget  
estimate sheet are still being completed and will be presented at  
the meeting if not sooner.

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# COOPERATIVE AGREEMENT

Between  
**THE STATE OF UTAH, DIVISION OF PARKS AND RECREATION**  
And  
**KANE COUNTY**  
For  
**PURCHASE OF BRIDGE MATERIALS**

This AGREEMENT made and entered into this \_\_\_ day of April, 2015, by and between Utah Division of Parks and Recreation, known as the STATE and Kane County, known as the COUNTY.

## Recitals

WHEREAS, The authorities under which the parties enter into this agreement are provisions of the Federal Land Policy and Management Act of 1976, Public Law 94-579 (90 Stat. 2766.43 USC 1737); the Intergovernmental Cooperation Act of 1968, Public Law 9, D-577; and 63-11-17 Utah Code Annotated.

WHEREAS, the parties to this agreement desire to share joint cooperation in the purchase and installation of bridge materials for the Hog Canyon OHV trail system. The ability to install this bridge provides additional OHV opportunities within Kane County that are critical to the mission of both parties. This provides outstanding motorized recreational opportunities for the public, and to protect and conserve the natural resources in Utah.

WHEREAS, Since neither party has the resources available, individually, to accomplish this important mission, and since both parties believe that the bridge is vital for an OHV trail system is the best alternative needed, the parties desire to enter into this cooperative agreement. In consideration of the above premise, the parties hereto agree as follows:

NOW THEREFORE, the Parties agree as follows:

## Agreement

The COUNTY agrees to:

1. Utilize STATE funding for the purchase of bridge materials, create a work plan and budget estimate sheet, see attachment A.
2. Provide proper accounting documents to the STATE for the expenditure of STATE funds by May 31, 2015 for all STATE funds allocated under this agreement.
3. Organize and supervise all volunteer participation in the project.
4. Provide matching funding of up to 100% by utilizing a combination of COUNTY equipment, labor, and/or materials for the project.
5. Bill the STATE upon completion of work or purchase of materials to cover the costs

- associated with the project. Overhead shall not be billed.
6. Indemnify and save harmless and release the STATE OF UTAH and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the COUNTY'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
  7. Billing shall be sent to:

Chris Haller  
OHV Program Manager  
Utah Division of State Parks and Recreation  
1594 West North Temple, Suite 116  
Salt Lake City, Utah 84114-6001

The STATE agrees to:

1. Provide \$25,000.00 to the COUNTY for the purchase of bridge materials as identified in attachment A, work plan and budget estimate sheet.
2. Indemnify and hold harmless and release the COUNTY, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the State's officers, agents, volunteers, or employees, but not for claims arising from the COUNTY'S sole negligence.

Both Parties agree as follows:

1. Either party may terminate this Cooperative Agreement, with or without cause, in whole, or in part, by providing 30 days written notice to the other party before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument 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.
2. This Cooperative Agreement is executed as of the date of last signature, and, unless sooner terminated, is effective through June 30, 2015. It may be renewed by mutual agreement of both parties (in writing) for up to one (1) year.
3. Contributions authorized for use by the COUNTY, that are not spent or obligated for the project(s) approved under this agreement, shall be refunded to the STATE within 90 days of the expiration or termination of this agreement, unless such funds are authorized for use in new projects by the STATE.
4. This agreement in no way restricts the COUNTY or the STATE from participating in similar activities with other public or private agencies, organizations and individuals.
5. No part of this agreement shall entitle the parties to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the COUNTY.
6. Nothing herein shall be considered as obligating the COUNTY or the STATE to expend or as involving the COUNTY, or the State of Utah, in any contract or other obligations

for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.

7. Modification within the scope of this instrument shall be made by mutual consent of the parties, and the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The STATE nor the COUNTY are obligated to fund any changes not properly approved in advance.
8. Any information furnished to the COUNTY under this Cooperative Agreement is subject to the Freedom of Information Act (5 USC 552).
9. The STATE and COUNTY have the legal authority to enter into this Cooperative Agreement, and the institutional managerial and financial capability (including funds sufficient to pay non-federal share of project costs) to ensure proper planning, management, and completion of the project.
10. Official Contacts for both parties are:

Lou Pratt  
Kane County GIS  
76 North Main  
Kanab, UT 84741  
O: 435-644-4968 C:435-899-0945

Chris Haller  
Utah Division of Parks and Recreation  
1594 West North Temple, Suite 116  
Salt Lake City, UT 84114  
801-349-0487

11. Any STATE contributions made under this instrument do not by direct reference or implication convey COUNTY endorsement of the cooperators' products or activities.
12. Improvements placed on Public Land at the direction of either party shall become property of Kane County and shall be subject to the same regulations and administration of the appropriate land managing agency.

### Signatures

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers.

**KANE COUNTY**

**STATE - Division of Parks & Recreation**

\_\_\_\_\_  
Doug Heaton  
Commission Chair

Date

\_\_\_\_\_  
Fred Hayes  
Director

Date

## Attachment A- Work Plan and Budget Estimate Sheet

19 maps at \$400.00 per map for a total of \$7,600.

11 frames at \$200.00 per frame for a total of \$2,200.

5 12 inch culverts at \$1,500.00

2 18 inch culverts at \$698.00.

All maps and culverts will be placed on the Arapeen Trail System with the respective counties of Sevier, Carbon and Emery.

Thomas Avant,  
PE, SE, PLS, CWI  
President



TC ENGINEERING  
Designing and Building a Better Future

Joshua Beazer, EIT  
VP - Civil

Mike Downward, PE  
VP - Structural

January 29, 2015

Tony Wright  
UT/AZ ATV Club  
6250 Antelope Trail  
Kanab, Utah 84741

RE: Proposed ATV Bridge north of Kanab Reservoir

Dear Mr. Wright,

As per your request, I have attached the proposed cost estimate for the design and construction of the proposed ATV Bridge north of the Kanab Reservoir.

Item Description	# of Units	Unit	Unit Cost	Total Cost
Bridge Cost	1	Lump	\$ 10,000.00	\$ 10,000.00
Retrofit Bridge	1	Lump	\$ 3,500.00	\$ 3,500.00
Re-paint bridge	1	Lump	\$ 1,000.00	\$ 1,000.00
Concrete Footings	1	Lump	\$ 3,500.00	\$ 3,500.00
Grading	1	Lump	\$ 3,000.00	\$ 3,000.00
Slope Stability	1	Lump	\$ 3,500.00	\$ 3,500.00
Abutments	1	Lump	\$ 3,000.00	\$ 3,000.00
Subtotal				\$ 27,500.00
Contingency @ 20%				\$ 5,500.00
Engineering				\$ 3,000.00
Total				\$ 36,000.00

Thank you and please contact this office at your convenience if you have any questions or require any additional information.

Sincerely,

Thomas Avant, PE, SE, PLS  
TC Engineering

### HOG CANYON OHV BRIDGE PROJECT

<b>1/15/2015</b>	SITE VISIT, GPS AND PHOTO FOR 404 PERMIT
<b>4/10/2015</b>	TC Engineering inspect bridge & engineers assessment. Soils test, abutment design etc. 2 to 3 weeks.
<b>4/15/2015</b>	BLM EA done and 404 permit is complete with EA.
<b>5/1/2015</b>	Page Steel construction bridge from existing structure.
<b>5/15/2015</b>	Mid may start concrete abutment work.
<b>6/1/2015</b>	Page Steel deliver bridge and set in place. County assist in placing bridge & back fill up to bridge abutments.
<b>6/20/2015</b>	Tentatively bridge is finalized.

KANE COUNTY COMMISSION AGENDA REQUEST:

Date of Regular/Work Meeting Requested: April 13

Dept. /Business Name: Victims Advocate/  
Attorney

Topic/Re: VOCA Grant Update

Dept. Head/Owner: Devin Shakespeare + Rob VanDyke

Meeting Requested by: Sandy Kerr

Contact name & #: \_\_\_\_\_

KANE COUNTY COMMISSION AGENDA REQUEST:

Regular or Work Meeting

Date of Commission Meeting Requested: April 13, 2015

Dept. /Business Name: Attorney

Topic/Re: Court House Security

Dept. Head/Owner: Rob Van Dyke

Meeting Requested by: Rob Van Dyke

Contact name & #: \_\_\_\_\_

Notes: Because it relates to security I will request that this item be handled in **closed session**. However, I have received information that indicates several security risks to the court house and some of the offices in the court house that need to be discussed. I am requesting that Sheriff Tracy Glover and Treasurer Georgia Baca attend.