

**IRON COUNTY COMMISSION MEETING
January 12, 2004**

Minutes of the Iron County Commission meeting convened at 9:00 a.m. January 12, 2004 in Commission Chambers at the Iron County Courthouse, Parowan, Utah.

Officers in attendance included:

Wayne A. Smith	Commission Chairman
Gene E. Roundy	Commissioner
Dennis E. Stowell	Commissioner
Scott F. Garrett	County Attorney
David I. Yardley	County Clerk

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PLEDGE OF ALLEGIANCE :

Those assembled were led in the pledge of allegiance by David Yardley.

ELECTED OFFICIALS REPORTS :

Wayne Smith discussed a request from developers to purchase rights of way through proposed subdivision development. As part of the subdivision approval process, developers are required to furnish and install infrastructure. For the ability to upsize lines to serve adjacent development or property, County impact fees can be used. It is the policy of the County not to purchase right of way to benefit a single development.

Gene Roundy discussed a request by Juvenile Probation for more space in the new Justice Building. The additional space would eliminate available space designated for the State Tax Commission.

Gene also discussed a presentation to the Chamber of Commerce by McLeod USA to provide telephone service to business customers. A representative was asked to contact the County for a price quote on service now provided by Qwest and Telamerica.

Dennis Stowell reported on a request to plow snow on roads in Hamblin Valley. Neil Forsyth and the Road Crew have opened the Spanish George road and informed residents that when it snows, the road will drift in and will not be opened until spring. It is the policy of the County to not maintain and plow mountain roads during winter months.

INTERLOCAL AGREEMENT - SEWER LINE NORTHRIDGE SUBDIVISION :

The Commission discussed with developer, Rett Shakespear, and with Cedar City Engineer, Kit Wareham, a proposal by developers of the Northridge at Cross Hollow and Cross Hollow Estates Subdivisions for the City and County to reimburse expenses in acquiring rights of way across SUU, Lamoreaux and Jackson properties. The right of way is necessary to install a 21 inch outfall line for sewer. The line will eventually serve the south end of Cedar City, Hamilton Fort area.

Cedar City has placed the interlocal agreement between Cedar City and Iron County on the Council Action agenda for approval in the development of the outfall line through the Northridge at Cross Hollow and Cross Hollow Estates Subdivisions.

Cedar City announced that they were not willing to participate in the purchase of the right of way citing the fact that the developer is the one receiving the benefit of the line and this is a normal expense in developing a subdivision.

Gene Roundy made a motion to approve the purchase of right of way for the installation of a main outfall line across SUU, Lamoreaux and Jackson parcels. Second by Dennis Stowell. The matter was then opened to discussion after which the motion was called for a vote. Voting: Wayne Smith, Aye; Gene Roundy, Aye; Dennis Stowell, Aye.

Reasons for purchasing the right of way are:

1. This R/W is the first segment in the establishment of the westerly gravity flow system.
2. The R/W agreement with SUU is not flexible and was negotiated by the County Engineer at the request of the Commission.
3. This purchase is an exception to general policy due to distance from existing system and length of time required to acquire the R/W.

The County will not reimburse developers for the right of way through the approved subdivision as this is a normal requirement of subdivision approval.

ORDINANCE 193 - SUPPLEMENTAL ASSESSMENT :

It was then noted that the Board is now convened in this meeting for the purpose, among other things, to adopt a Supplemental Assessment Ordinance (the "Ordinance") for the District. The following Ordinance was then introduced in writing, was fully discussed, and pursuant to motion duly made by Commissioner Wayne A. Smith and seconded by Commissioner Dennis E. Stowell, adopted by the following vote:

YEA:

Gene E. Roundy
Wayne A. Smith
Dennis E. Stowell

NAY:

None

The Ordinance was then signed by the Chair in open meeting and recorded in the official records of Iron County, Utah. The Ordinance is as follows:

ORDINANCE NO. 192

AN ORDINANCE SUPPLEMENTING THE ASSESSMENT ORDINANCE ADOPTED ON NOVEMBER 22, 2003, TO REDUCE AN OVER-ASSESSMENT AGAINST A PROPERTY OWNER IN THE IRON COUNTY UTAH, SPECIAL IMPROVEMENT DISTRICT NO. 2002-1, ESTABLISHING THE EFFECTIVE DATE OF THIS ORDINANCE; AND RELATED MATTERS.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF IRON COUNTY, UTAH:

Section 1. Amendment of Assessment List. The Board of County Commissioners (the "Board") of Iron County, Utah (the "Issuer"), hereby amends the assessment list as modified, equalized and approved by the Board of Equalization and Review for the District, a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the "Assessment List"), which reduces the assessment against the Spring Creek Unit 2 Subdivision (Zone II) for Lot #5 in Block D from \$4,641.51 to \$3,868.18.

Section 2. Cost of Improvements; Amount of Total Assessments. The total cost of the Improvements in the District is \$1,649,000 and the total cost of improvements in Zone I is \$179,220, the total cost of improvements in Zone II is amended and reduced to \$139,079.67, the total cost of improvements in Zone III is \$760,295, the total cost of improvements in Zone IV is \$569,632, of which total cost the Issuer's portion is amended and reduced to \$773.33.

Section 3. All Necessary Action Approved. The officials of the Issuer are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance.

Section 4. Repeal of Conflicting Provisions. In all other respects the Assessment Ordinance adopted on November 20, 2003, by the Board of the Issuer is hereby reaffirmed. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed.

Section 5. Publication of Ordinance. Immediately after its adoption, this Ordinance shall be signed by the Chair and County Clerk and shall be recorded in the ordinance book kept for that purpose. This Ordinance shall be published once in The Spectrum, a newspaper published and having general circulation in the Issuer, and shall take effect immediately upon its passage and approval and publication as required by law.

ADOPTED AND APPROVED by the Board of County Commissioners, this December 22, 2003.

/s/ Wayne A. Smith

Chair

ATTEST:

/s/ David I. Yardley

County Clerk

(SEAL)

UHP INTERLOCAL AGREEMENT :

Brent Shelby and Lee Pyper representing the UHP came before the Commission to report on progress with the Interlocal agreement which would allow the County to reimburse the Highway Patrol for working extra shifts in traffic control. Mr. Shelby reported on some amendments requested by State UHP Headquarters. They requested clarification that the County would be billed and will be paid to the Department. Also the section Lieutenant and the Sheriff will determine the shifts which will be worked by UHP personnel. The Commission approved the amendments and authorized the Commission Chair to sign the final agreement upon preparation and approval of the County Attorney on a motion by Gene Roundy. Second by Dennis Stowell. Voting: Wayne Smith, Aye; Gene Roundy, Aye; Dennis Stowell, Aye.

PERSONNEL MATTERS :

Christene Keene presented for approval New employees Patricia Pumphries, Cedar City Senior Citizen Center part time cook, Chet Smith, Corrections Officer, Stephanie Wall, Children's Justice Center secretary and Travis Benson, Road worker. Gene Roundy made a motion to approve the new employees and authorize the Chair to sign employment forms. Second by Dennis Stowell. Voting: Wayne Smith, Aye; Gene Roundy, Aye; Dennis Stowell, Aye.

Christene also requested approval of a retirement benefit adjustment of \$6,421.69 for Lorraine Olsen. The adjustment is due to improper County contributions during the first part of Ms. Olsen's employment. Dennis Stowell made a motion to approve the \$6,421.69 contribution upon payment by Ms. Olsen of her share. Second by Gene Roundy. Voting: Wayne Smith, Aye; Gene Roundy, Aye; Dennis Stowell, Aye.

Sheriff Gower requested approval of promotions within the Sheriff's Department. The candidates have been tested and recommended by the Merit Service Commission. Dennis Stowell made a motion to approve the promotions as recommended. Second by Gene Roundy. Voting: Wayne Smith, Aye; Gene Roundy, Aye; Dennis Stowell, Aye.

ATV TRAILS :

Dennis Stowell commented that in order to implement the ATV Trails committee, an ordinance would need to be adopted authorizing the group and that bylaws would need to be adopted governing the operation of the ATV Board. The County would be divided into three areas, the high mountain area, central valleys and west desert areas. The matter is to be placed on the next agenda for action on the ordinance and bylaws.

PRAIRIE DOG TAKE REQUESTS :

Teresa Bonzo came before the Commission to request approval of permanent take requests for 2004. Joe Burgess requested take of 5.06 dogs on 1.64 acres in Trails West Subdivision, lots 190, 198, 199 and 200. Joe Burgess requested take of 5.71 dogs on 1.85 acres

on a lot on Half Mile Road; Brian Peterson requested a take of 10.54 dogs on 0.86 acres on lots 2 & 25, Highland Trails Subdivision and Kurt Allred requested a take of 1.76 dogs on 1.76 acres on lot 11, Owen-Evans Subdivision.

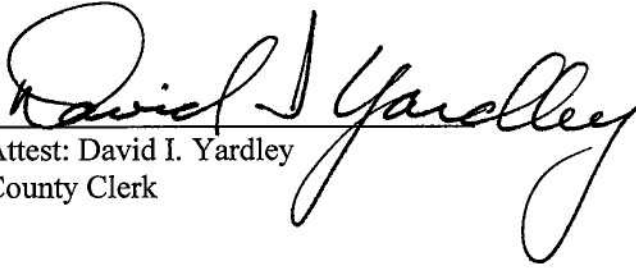
Dennis Stowell made a motion to approve the take of 23.07 prairie dogs as requested. Second by Gene Roundy. Voting: Wayne Smith, Aye; Gene Roundy, Aye; Dennis Stowell, Aye.

APPROVAL OF WARRANTS & ADJOURN _____ :

After the bills were reviewed and approved or rejected, the meeting was adjourned at 12:30 p.m. on a motion by Wayne Smith. Second was by Dennis Stowell. Voting: Wayne Smith, Aye; Gene Roundy, Aye; Dennis Stowell, Aye.



Signed: Wayne A. Smith, Chairman



Attest: David I. Yardley
County Clerk

IRON COUNTY COMMISSION MEETING
January 26, 2004

Minutes of the Iron County Commission meeting convened at 9:00 a.m. January 26, 2004 in Commission Chambers at the Iron County Courthouse, Parowan, Utah.

Officers in attendance included:

Wayne A. Smith	Commission Chairman
Gene E. Roundy	Commissioner
Dennis E. Stowell	Commissioner
Scott F. Garrett	County Attorney
David I. Yardley	County Clerk

Also Present:

Dennis A. Lowder	County Auditor
Dennis W. Ayers	County Assessor
Patsy T. Cutler	County Recorder
Geraldine S. Norwood	County Treasurer

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PLEDGE OF ALLEGIANCE :

Those assembled were led in the pledge of allegiance by David Yardley

APPROVAL OF MINUTES - December 22, 2003 :

Minutes of the Iron County Commission meeting held December 22, 2003 were approved as amended on a motion by Gene Roundy. Second was by Denis Stowell. Voting: Wayne Smith, Aye; Gene Roundy, Aye; Dennis Stowell, Aye.

APPROVAL OF MINUTES - January 12, 2004 :

Minutes of the Iron County Commission meeting held January 12, 2004 were approved as amended on a motion by Gene Roundy. Second was by Dennis Stowell. Voting: Wayne Smith, Aye; Gene Roundy, Aye; Dennis Stowell, Aye.

ELECTED OFFICIALS REPORTS :

Patsy Cutler reported that she has a new employee, Jon Whitaker, to replace Susan Rollins as a Cadastral Mapper. She also reported that equipment has been installed to scan and store documents. Hard copies will be duplicated for a while to insure that the equipment is working and storing data properly.

Dennis Ayers reported that appeals from Board of Equalization are moving forward. The appeals are scheduled to be heard before the State Tax Commission in April. Dennis also reported on several bills before the Legislature that impact Counties.

Erik Jorgensen reported on software upgrades for the Spillman Data System used by law enforcement. Estimated cost would be \$50,000. The upgrade of the Spillman system will continue to be explored to allow data sharing between law enforcement departments.

Gene Roundy reported that County day at the Legislature is scheduled for February 6. Wayne Smith and Dennis Stowell requested that they be registered for this event.

Dennis Stowell read a letter published in the Spectrum regarding road maintenance in Hamblin Valley. The letter requested that the County provide year round maintenance including snow removal for the few residents in Hamblin Valley.

Dennis also discussed a concern from Citizens regarding truck owners parking semi

trucks on County roads within subdivisions. At the present time, the County does not prohibit truck parking.

VOLUNTEER AWARD _____ :

Ron Cardon presented Stacey Stuart to the Commission as a recipient of the Presidential Service Award for her volunteer work. Stacey has completed over 100 hours of service at Emerald Point assisted living center. The Commission complimented Ms. Stewart on her volunteer work and presented her with the Presidential award.

ORDINANCE 194 - LIBRARY BOARD AUTHORIZATION _____ :

Jami Carter presented a proposed ordinance which was drafted by the Utah Association of Counties outlining the establishment and operation of a County Library Board. The Commission reviewed the Ordinance and Dennis Stowell made a motion to adopt the Ordinance as amended. Second by Gene Roundy.

**IRON COUNTY, UTAH
ORDINANCE NO. 194**

**AN ORDINANCE OF IRON COUNTY GRANTING CERTAIN AUTHORITY TO
THE IRON COUNTY LIBRARY BOARD OF DIRECTORS AND
ESTABLISHING CERTAIN POLICIES AND PROCEDURES FOR THE
EXERCISE THEREOF**

Purpose: To delegate certain policy responsibility to the Iron County Library Board ("Board") and provide basic guidelines and procedures for Board operation.

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE BOARD OF
COUNTY COMMISSIONERS OF IRON COUNTY, UTAH AS FOLLOWS:**

SECTION 1 LIBRARY BOARD OF DIRECTORS

1.1 Pursuant to the provisions of Title 9, Chapter 7, Section 502, Utah Code Annotated, as amended, the County Library Board of Directors shall consist of not less than five (5) and not more than nine (9) trustees chosen from the citizens of the county and based upon their fitness for the office.

1.2 Only one trustee of the Board may be a member of the County Commission at any one time. Only one trustee of the Board may be from a city/town council of any incorporated city within Iron County with bookmobile service at any one time.

1.3 All trustees shall be appointed by the County. Appointments to the Board shall be made before the first day of July of each year in which an appointment is necessary.

1.4 Trustees shall be appointed to serve a four-year term, or until their successors are appointed and shall not serve more than two consecutive terms.

1.5 The terms of trustees shall be staggered so that approximately one-fourth of the Board is selected each year.

1.6 Any appointed board trustee may resign from such position by providing written notification to the chair of such resignation. The Chair shall thereupon notify the County Commission of such resignation in writing.

1.7 Vacancies created by resignation, death, removal, or otherwise shall be filled for the duration of the unexpired term in the same manner as the original appointment.

SECTION 2 OFFICERS

2.1 Officers of the Board shall be Chair, Vice-Chair, and Secretary. They shall be elected by the Board at its last regular meeting of the year and their term of office shall be for one year beginning January First.

2.2 The County Auditor shall have legal custody of all library funds and shall act as the treasurer of such funds.

SECTION 3 OFFICERS' DUTIES

3.1 The Chair of the Board shall preside at all Board meetings, authorize calls for any special meetings and generally perform the duties of a presiding officer.

3.2 The Vice-Chair shall preside in the Chair's absence and perform such other duties as requested by the Chair.

3.3 The Chair of the Board shall sign or countersign all official Board documents and where appropriate recommend approval by the County Commission. The Secretary shall act as Clerk of the Board for the purpose of actual minute taking and maintaining official records of Board actions.

SECTION 4 MEETINGS

4.1 The Board shall have no less than four (4) regular meetings during a calendar year with the quorum present, whether corporal or by means of electronic equipment, for the purpose of discussing or acting upon a matter or matters. For this purpose a quorum consists of that number of board trustees that represents 51% or more of the total number of Board trustees appointed at the time.

4.2 The Board shall have at least one annual meeting held in the last quarter of each year.

4.3 Special meetings may be called at any time by the Chair, providing notice thereof is given to the public and all trustees at least twenty-four hours in advance.

4.4 If the Board trustee who is a member of the County Commission is unable to attend any Board meeting, then that trustee may designate an alternate to act in that trustee's place.

4.5 If the member of the County Commission who is a trustee of the Board has designated an alternate to act in that trustee's stead, at any or all Board meetings, then that alternate's presence shall count as a Board trustee for purposes of meeting a quorum or voting.

4.6 Meetings shall comply with all requirement of state law including, but not limited to, the Utah Open and Public Meetings Act.

4.7 Records of all Board meetings shall be kept, managed, classified, and disclosed as required by County Ordinance and state law, including, but not limited to the Government Records Access and Management Act.

SECTION 5 COMMITTEES

5.1 Ad hoc committees for the study and/or investigation of issues or other library matters may be appointed by the Chair to serve until the completion of the work for which they were established.

SECTION 6 DELEGATED POWERS AND DUTIES

Subject to compliance with federal laws, state laws, and County ordinances and policies:

6.1 The Board is hereby granted responsibility to:

- a. cooperate with the Utah State Library Division, pursuant to the provisions of Title 9, Chapter 7, Section 509 of the Utah Code Annotated, as amended, in providing county library services;
- b. establish policies for the operation, maintenance, and care of the library;
- c. purchase, lease, exchange, or sell land; purchase, lease, exchange, sell, or construct buildings for the benefit of the library; and purchase, lease, exchange, or sell personal property for the benefit of the library with the approval of the County Commission;
- d. establish policies for collections and information resources;
- e. establish rules to exclude from the use of the library any person Who willfully violates library rules or state laws or county ordinances.

6.2 The Board shall:

- a. recommend to the County Commission and the director of the Utah State Library Division a competent person to act as Library Director ("librarian") to have immediate charge of the county library system with those duties specified in a job description approved by the Board and County Commission.
- b. establish and revise library policies in cooperation with the Library Director, subject to consistency with state and federal law and county ordinance and policies, and review by the County Attorney's Office;

- c. work cooperatively with County Commissioner, County Commission, Library Director, library staff, other County staff, and others in the community to provide excellent library service;
- d. encourage citizen involvement in the development of long range plans for the improvement of library services and facilities;
- e. hear and resolve relevant library issues brought to the Board.
- f. make an annual report to the County Commissioner on the condition and operation of the library, including a financial statement;
- g. submit an annual report to the State Library Board;
- h. recommend to the County Commissioner the removal of any director of the Board for misconduct or neglect of duty; and
- i. furnish to the County Commissioner and County Commission, in writing, and prior to the time required by law to levy county taxes, an estimate of the amount of moneys necessary to establish, equip, and maintain the library, and to provide library services during the next ensuing fiscal year.

SECTION 7 BASIC DUTIES AND RESPONSIBILITIES OF THE LIBRARY DIRECTOR

7.1 The Library Director shall:

- a. serve as Executive Officer for the Board:
- b. be responsible for the administration of the County library system under the policies adopted by the Board and the County;
- c. recommend such policies and procedures to the Board that will promote the efficiency of the library and improve services to its patrons;
- d. be accountable to the county Commissioner in complying with library policy, county-wide policy, county ordinances, and state and federal laws;
- e. be responsible for the maintenance and operation of properties belonging to County for its library system;
- f. submit regularly and timely reports to the Board on the progress, activities and finances of the Library.
- g. ensure the appropriate receipt of non-tax income collection and expenditure of all County library funds; and
- h. performs other duties as established in the Director's official job description.

SECTION 8 REPEAL OF CONFLICTING ORDINANCES

8.1 To the extent that any ordinances, resolutions or policies of Iron County conflict with the provisions of this ordinance, they are hereby amended to comply with the provisions hereof.

SECTION 9 SEVERABILITY

9.1 In the event that any provision of this ordinance less than the entire ordinance is held invalid by a court of competent jurisdiction, this ordinance shall be deemed severable and such finding of invalidity shall not affect the remaining portions of this ordinance.

SECTION 10. EFFECTIVE DATE:

10.1 This ordinance shall take effect upon its passage by a majority vote of the Iron County Board of County Commissioners and fourteen (14) days following notice and publication as required by law.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF IRON COUNTY, UTAH this 26th day of January, 2004.

**BOARD OF COUNTY COMMISSIONERS
IRON COUNTY, UTAH**

By: /s/ Wayne A. Smith
Wayne A. Smith, Chairman

ATTEST:

/s/ David I. Yardley
David I. Yardley,
County Clerk

VOTING:

Wayne A. Smith Aye
Gene E. Roundy Aye
Dennis E. Stowell Aye

PRAIRIE DOG TAKE APPROVAL :

Teresa Bonzo presented a request for permanent take submitted by Brian Peterson for Lots 7 and 8 in Highland Trails Subdivision of 7.9 dogs. Gene Roundy made a motion to approve the take as requested. Second by Dennis Stowell. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.

REVIEW OF CHANGES REGIONAL WASTEWATER TREATMENT FACILITY :

A proposed change in the Regional Wastewater Treatment Facility was reviewed. It was recommended that the Cost Ratio figures be adjusted to agree with the interlocal agreement between Iron County and Cedar City. Gene Roundy made a motion to approve the agreement subject to compliance with the interlocal agreement. Second by Dennis Stowell. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.

ATV TRAILS ORDINANCE :

Bruce Fox, Dutch Deutschlander, Dean Bulloch, James Quigley, and Kelly Oldroyd met with the Commission to discuss the formation of an ATV trails committee within Iron County. Dennis Stowell explained that the County would be divided into three areas, the mountain area, central area including the Three Peaks area and the West area including Hamblin Valley. Membership would be open to all interested County residents. Trail development would be coordinated between Federal land managers and surrounding Counties to develop and extend existing trails systems.

Dennis Stowell made a motion to adopt Ordinance 195 and to approve the bylaws for the operation of the trails committee. Second by Gene Roundy.

**IRON COUNTY, UTAH
ORDINANCE 195**

AN ORDINANCE TO DESIGNATE AND REGULATE THE USE OF OFF-HIGHWAY VEHICLES, PURSUANT TO UTAH CODE 11 ANNOTATED, SECTION 41-22-10.1 UTAH CODE ANNOTATED, 1953 AS AMENDED.

WHEREAS, Iron County claims right and ownership of Class B and Class D roads designated on the County Road System (Iron County General Plan adopted by Ordinance 137 and dated October 10, 1995. Iron County RS2477 map- un-numbered p.51), pursuant to the right of ways granted in accordance with Public Law (Revised Statute) 2477 and Title 72, Utah Code Annotated, and

WHEREAS, the County desires to designate said Class B and Class D roads under their jurisdiction, on a map describing said roads, trails, and ways, as either open or closed to off-highway vehicle (OHV) use, and

WHEREAS, authority to designate such roads, trails and highways is given the County pursuant to Title 41 Chapter 22 Utah Code Annotated 1953 as revised 11/03, Section 41-22-1, and

WHEREAS, the County does hereby intend pursuant to Utah Code Section 41-22-10.5 to designate which County Class B and Class D roads are open or closed to public use for the purpose of allowing OHV operation as part of a county wide system of OHV roads.

WHEREAS, Iron County is desirous of cooperating with State and Local Agencies and with public land administrative agencies pursuant to their regulations and in accordance with State law to:

1. Designate roads open to OHV use;

2. Develop and maintain trails;
3. Develop and maintain parking areas;
4. Develop and maintain other related facilities appropriate to off-highway vehicle use;
5. Promote the safety, enjoyment, and responsible use of all forms of this recreational activity (Utah Code Annotated, Section 41-22-20).
6. Designate roads open to OHV use within City/Community boundaries for access to County designated roads and trails.

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDAINED AS FOLLOWS:

SECTION 1. DESIGNATION OF ROADS FOR OFF-HIGHWAY VEHICLES, DEFINITIONS (effective May 1, 2001):

Iron County does hereby designate the roads shown on the attached map as open for public travel for OHV's (defined as all snowmobiles, motorcycles, and all terrain type vehicles, any motor vehicle 52 inches or less in width, having an unladen dry weight of 800 pounds or less, traveling on two or more low pressure tires having a seat designated to be straddled by the operator, and designed for, or capable of travel over unimproved terrain). The map, described as "Off-Highway Vehicle Road Map", is maintained by the Iron County Commission and may be changed, modified, or amended from time to time by Iron County.

SECTION 2. COMPLIANCE WITH ALL TRAFFIC LAWS:

Any person operating an off-highway vehicle is subject to all of the provisions of Title 41 Chapter 6 Utah Code Annotated, as amended, (Traffic Code) which include but is not limited to:

- a. No person under eight years of age will be allowed to operate an OHV on the Iron County Road system.
- b. OHV Operators between the age of eight through fifteen must possess an OHV education certificate issued by the Utah Division of Parks and Recreation.
- c. All operators sixteen years and older must possess a valid driver's license or OHV education certificate.
- d. All riders under eighteen years of age must wear a properly fitting, safety regulated helmet.
- e. No person under fourteen years of age may operate on any County Class B, (D) Road or trail as part of the system unless in the company of someone at least sixteen years of age with a valid drivers license or having an OHV Education Certificate in possession, and must be no further away from that person than communicating distance at any time.

SECTION 3. OPERATION OF VEHICLE ON HIGHWAYS:

No person may operate an off-highway vehicle upon any street or highway not designated as open to off-highway vehicle use, except:

- a. When crossing a street or highway and the operator comes to a complete stop before crossing, proceeds only after yielding the right of way to oncoming traffic and crosses at a right angle.
- b. When loading or unloading any off-highway vehicle from a vehicle which shall be done with due regard for safety and at the nearest practical point of operation.

- c. When an emergency exists during any period of time and at those locations when operation of conventional motor vehicles is impractical or when the operation is directed by a peace officer or other public authority.

Snowmobiles may be operated on streets or highways which have been officially closed for the season to conventional motor vehicle traffic because snow removal is no longer provided for the season by the public authority having jurisdiction. (41-22-10.4)

SECTION 4. REGISTRATION:

All vehicles operated on the OHV road system must be either safety inspected and licensed by the Utah Division of Motor Vehicles, or registered as an OHV by the Utah Division of Motor Vehicles, or are duly registered by the appropriate agency in the state in which the owner of the vehicle is a resident.

Off-highway vehicles which are not registered in the State of Utah, must not be in the State more than fourteen (14) days in any year and must be owned by a non-resident. State safety certification is not required for non-Utah residents.

SECTION 5. VEHICLE EQUIPMENT REQUIREMENT:

An off-highway vehicle shall be equipped with:

- a. Brakes adequate to control the movement of and to stop and hold the vehicle under normal operating conditions.
- b. Headlights and taillights when operated between sunset and sunrise.
- c. A noise control device.
- d. Spark arresters.

SECTION 6. PROHIBITED USES:

- a. No person shall operate an Off Highway Vehicle: Over twenty-five miles per hour (25mph) on designated roads in the Iron County Road system.
- b. All traffic and other safety laws and rules apply to operation of off-highway vehicles, including the prohibition from use of said vehicles while under the influence of alcohol or drugs (UCA 41-6-44).
- c. No person may operate an off-highway vehicle in connection with acts of vandalism, harassment of wildlife or domestic animals, burglaries, other crimes, damage to the environment which includes excessive pollution of air, water, or land, abuse of the water shed, impairment of plant or animal life, or excessive mechanical noise.
- d. No person shall operate or accompany a person operating an OHV upon privately owned land of any other person, firm, or corporation without permission from the owner, or person in charge.
 - (i) It is unlawful for a person to remain on private land upon request of the owner or person in charge to leave the properties.
 - (ii) This section does not apply to prescriptive easements.
- e. It is unlawful for any person to tear down, mutilate, or destroy any sign, sign boards, or other notice which regulates trespassing for purposes of operating an

OHV; or to tear down, deface, or destroy any fence or other enclosure or any gate or bars belonging to such fence or enclosure.

SECTION 7. PENALTIES FOR VIOLATION:

Violation of the use of off-highway vehicles in violation of registration requirements or traffic codes, shall be penalized according to the violation in the traffic code.

Any person who violates any provision of this Chapter or the Rules promulgated elsewhere in this Chapter upon conviction is guilty of a Class C misdemeanor, unless another penalty is provided for in this Chapter, or laws of the State of Utah.

SECTION 8. PRIVATE LANDS:

This designation is not intended to include roads on private property, unless those roads are part of the County road system (and identified on the "Off-Highway Vehicle Road Map").

SECTION 9 REPEAL OF CONFLICTING ORDINANCES:

To the extent that any ordinances, resolutions or policies of Iron County conflict with the provisions of this ordinance, they are hereby amended to comply with the provisions hereof.

SECTION 10 SEVERABILITY:

In the event that any provision of this ordinance less than the entire ordinance is held invalid by a court of competent jurisdiction, this ordinance shall be deemed severable and such finding of invalidity shall not affect the remaining portions of this ordinance.

SECTION 11 EFFECTIVE DATE:

This ordinance shall take effect upon its passage by a majority vote of the Iron County Board of County Commissioners and fourteen (14) days following notice and publication as required by law.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF IRON COUNTY, UTAH THIS 26TH DAY OF JANUARY, 2004.

**BOARD OF COUNTY COMMISSIONERS
IRON COUNTY, UTAH**

By: /s/ Wayne A. Smith
Wayne A. Smith, Chairman

ATTEST:

/s/ David I. Yardley
David I. Yardley
County Clerk

VOTING:

Wayne A. Smith	<u>Aye</u>
Gene E. Roundy	<u>Aye</u>
Dennis E. Stowell	<u>Aye</u>

SUMMER GAMES UPDATE REPORT _____ :

Kyle Case, Steve Ahlgreen and Jeannie Davis representing the Utah Summer Games presented the Commission with a list of scheduled events for the 2004 season. They reported that it appears to be moving ahead and expanding. The Summer Games attracted 183 soccer teams and over 100 basketball teams from throughout the state last year. It is expected to meet this goal again this year. Two new events are being considered, rock climbing and table tennis.

The Commission expressed their continuing support of the Summer Games and for the visitors it brings to Iron County.

PERSONNEL MATTERS _____ :

Christene Keene presented requests for extended sick leave from G. Paul Hirschi and Beth Shanholtz, both working at the jail. Gene Roundy made a motion to approve the extended sick leave as requested and authorize donation of vacation time from County employees as needed. Second by Dennis Stowell. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.

Christene also presented for approval a new employee, K. Paul Jordan, as a Council On Aging van driver. Gene Roundy made a motion to approve the new employee as requested. Second by Dennis Stowell. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.

BOARD APPOINTMENTS _____ :

Gene Roundy made a motion to appoint Barbara Munford to the Bookmobile Board to fill the unexpired term of Jana Ashworth. Second by Dennis Stowell. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.

Gene Roundy made a motion to appoint Joe Gubler to the Merit Service Commission Board to replace the unexpired term of Ken Esplin. Second by Dennis Stowell. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.

SOUTHWEST MENTAL HEALTH AUDIT REPORT _____ :

Gene Roundy presented the audit report for Southwest Mental Health for FY 2002/2003. He reviewed the management letter and explained that the independent auditors found Southwest Mental Health to be in compliance with Federal Auditing Standards. Dennis Stowell made a motion to accept the audit report and authorized the Chair to sign a letter stating the report was presented and accepted. Second by Gene Roundy. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.

USU EXTENSION SERVICE AGREEMENT :

An agreement between Utah State University, Extension Services and Iron County was presented for approval. The agreement was approved and signatures authorized on a motion by Dennis Stowell. Second by Gene Roundy. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.

TAX MATTER - DENNIS AYERS :

Dennis Ayers and Shanna Benson came before the Commission to discuss a tax matter. An older woman has typically applied for a tax abatement on personal property, a trailer. She did not apply for an exemption for 2003 before the filing deadline. The tax is \$72.35 for personal property. The Commission stated that if a person fails to file, there is not a way to grant an exemption under current state law, therefore no relief can be granted.

GOLF COURSE HCP :

Jim Guymon discussed with the Commission the progress in finalizing a HCP which would allow the removal of prairie dogs from the Cedar City golf course and the Paiute Tribal lands adjacent to the golf course. The HCP would provide that an additional person be hired each year for up to four years as a live trapper. The first two years would concentrate on the golf course and the second two years would concentrate on tribal lands.

PROPOSED WILDERNESS BILL DISCUSSION :

Dennis Stowell discussed a proposal to negotiate wilderness designation on the Spring Creek Wilderness Study Area. If an agreement can be reached in which access is retained in Kanarra Canyon for access to maintain and upgrade the existing culinary water system and to retain the area in the bottom of Spring Creek Canyon for public access, the County would be willing to negotiate settling this matter. Dennis Stowell made a motion to form a wilderness committee. Second by Gene Roundy. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.

APPROVAL OF SALE OF SURPLUS 2003 PLAT MAPS :

David Yardley reported that the 2003 plat maps are now surplus. 2004 maps have been printed leaving two used sets as surplus. Gene Roundy made a motion to approve advertising the 2003 surplus maps for sale. Second by Dennis Stowell. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.

APPROVAL OF SALE OF SURPLUS VEHICLES :

David Yardley reported that the County has several vehicles which could be sold as surplus. The Commission approved the departmental transfer of a 2000 Intrepid to the Attorney's Office and authorized the County Clerk to advertise the older surplus vehicles for sale on a motion by Dennis Stowell. Second by Gene Roundy. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.

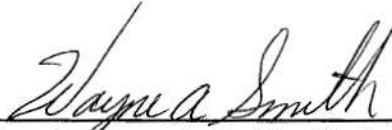
SUBDIVISION BOND REQUIREMENT DISCUSSION :

The method of guaranteeing completion of improvements in new subdivisions was discussed. Reed Erickson and Chad Nay explained that in the past, a completion bond has been

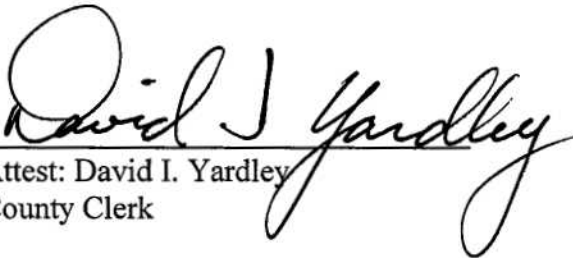
required. The Subdivision ordinance as amended allows for three methods of guarantee upon approval of the County Attorney. These include: 1. Surety Construction Bond; 2. Irrevocable Letter of Credit issued by a bank doing business in Utah, and 3. A cash escrow account established and under the supervision of the County. Advantages and disadvantages of each method were discussed. It was determined that if a letter of credit is used, it must be for sufficient time to guarantee completion of the improvements. Each request is to be submitted to the County Attorney for approval.

APPROVAL OF WARRANTS & ADJOURN _____ :

After the bills were reviewed and approved or rejected, the meeting was adjourned at 12:30 p.m. on a motion by Wayne Smith. Second was by Dennis Stowell. Voting: Gene Roundy, Aye; Dennis Stowell, Aye; Wayne Smith, Aye.



Signed: Wayne A. Smith, Chairman



Attest: David I. Yardley
County Clerk

IRON COUNTY COMMISSION MEETING
February 9, 2004

Minutes of the Iron County Commission meeting convened at 9:00 a.m. February 9, 2004 in Commission Chambers at the Iron County Courthouse, Parowan, Utah.

Officers in attendance included:

Wayne A. Smith	Commission Chairman
Dennis E. Stowell	Commissioner
Scott F. Garrett	County Attorney
David I. Yardley	County Clerk

Absent:

Gene E. Roundy	Commissioner
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SYNOPSIS :

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PLEDGE OF ALLEGIANCE :

Those assembled were led in the pledge of allegiance by Scott Garrett.

APPROVAL OF MINUTES - January 26, 2004 :

Minutes of the Iron County Commission meeting held January 26, 2004 were approved as amended on a motion by Dennis Stowell. Second was by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

ELECTED OFFICIALS REPORTS :

Dennis Stowell discussed billing insurance companies for responses from Fire Departments for structure fires within Iron County. In a report to the Coordinating Council, a provider reported that homeowners insurance will pay up to \$500.00 for a response from a fire department. Dennis Lowder was asked to check with Gold Cross, our current vendor in billing

for ambulance calls and determine if they are equipped to bill for fire calls.

Wayne Smith reported that he has been contacted by Senator Hatch's office indicating that a temporary position is open. Information will be distributed to the Republican party officials and to the SUU Young Republican group to see if anyone is interested. Applications will be submitted directly to Senator Hatch's office.

Scott Garrett discussed an agreement which will be presented to provide prosecution of SUU cases in the Cedar Justice Court. The number of cases should not increase the work load and it will allow the Court to reimburse SUU at the same rate as Cedar City cases.

INTERLOCAL AGREEMENT - SUU _____ :

Rick Brown representing Southern Utah University came before the Commission to request approval of an interlocal agreement for prosecution of cases in the Justice Court in Cedar City. The agreement is similar to interlocal agreements with Cedar City and Enoch. After reviewing the agreement, Dennis Stowell made a motion to approve the agreement and authorize signatures. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

CITIZENS EMERGENCY RESPONSE TEAM FUNDING REQUEST :

Charles Morris came before the Commission for authorization to apply for a Federal Tax ID number for the CERT group. He also requested the County to provide \$500 for the purchase of supplies to train CERT volunteers. The Commission informed Mr. Morris that the County could manage funds for the CERT program through the Auditor's Office. Dennis Stowell made a motion to approve funding \$500 for the purchase of supplies and authorize the County Auditor to set up and manage grant funds and expenditures for the CERT program. All funds are to be handled through the Auditor's Office and any separate bank accounts are to be closed. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

APPROVAL MINOR LOT SUBDIVISION - DERBY RANCHETTES :

A request for approval of a minor lot subdivision located in Cedar Valley at approximately 4000 West and South of Midvalley Road was presented for approval. Chad Nay commented that this is in a flood prone area and when Coal Creek floods, this is where the water pools. The Planning Commission also noted the flooding potential for the area and required the plat to contain a notice stating the area is prone to flooding.

After reviewing concerns, Dennis Stowell made a motion to approve the minor lot subdivision of Derby Ranches. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

PERSONNEL POLICY CHANGE REQUEST _____ :

Chad Nay requested the Commission to review it's policy requiring that accrued vacation must be used by 2008. He explained that he is carrying 800 hours of accrued vacation and with the shortage of help in the Building Inspection department, there is no possibility of bringing the hours into compliance with current policy by 2008. The Commission took his request for a waiver or policy amendment under advisement and requested that the matter be reviewed during budget hearings for 2005.

ENCROACHMENT FEE DISCUSSION _____ :

The Commission discussed the fees being charged for encroachments in County road rights of way. Currently the charge is \$0.10 per square foot for encroachments. Due to costs associated with boring under oiled road surfaces, the Commission suggested that the fee for cutting and trenching across oiled surfaces be amended to make it more practical to bore where possible. The Commission also recommended that the fee structure be looked at to provide penalties for digging without a permit. The matter was referred to the County Clerk, Road Supervisor and County Attorney to review the current ordinance.

PRAIRIE DOG TAKE APPROVALS _____ :

Teresa Bonzo came before the Commission to present for approval requests for permanent prairie dog take. Three applications were presented. Joe Burgess requested take on lots 196 and 201, Trails West Subdivision; Larry Pendleton requested take on Lots 2 and 4, Maple Springs Subdivision; and John Dalton requested take for roads in Sunrise Subdivision. Dennis Stowell made a motion to approve the take applications as requested. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

COMPUTER ACCESS - REMOTE LOCATION FEES _____ :

Erik Jorgensen discussed access fees for remote secure computer access to County records. It costs \$1,600 for an initial license fee for software and Erik suggested a \$250 annual maintenance fee to maintain access. Dennis Stowell made a motion to accept Erik's recommendation and charge \$1,600 initially and \$250 annual access fee for secure connection to County recorded data. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

SUBDIVISION CLARIFICATION REQUEST _____ :

Craig Kacskos came before the Commission to request the County to determine that a parcel of property he purchased in Bear Valley be declared as four separate parcels. The property was purchased from SITLA through an auction process. Chad Nay, Zoning Administrator, had informed Mr. Kacskos that the property was considered as one parcel for zoning purposes. If Mr. Kacskos wanted the parcel divided, he would be required to follow the Subdivision process.

After reviewing the request, the Commission informed Mr. Kacskos that questions of this nature are appealed to the Board of Adjustments. The Commission has no authority take action on his request.

INTERLOCAL AGREEMENT - BRIAN HEAD CRIMINAL PROSECUTIONS _____ :

An interlocal agreement to provide prosecution for Brian Head Justice Court cases was approved on a motion by Dennis Stowell. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye. The agreement is based on similar agreements with Cedar City and Enoch.

INTERLOCAL FIRE AGREEMENT RESOLUTION 2004-1 _____ :

A resolution authorizing the execution of an interlocal agreement between County Fire Departments and Municipal Fire Departments was presented and reviewed whereupon Dennis

Stowell made a motion to approve Resolution 2004-1 and authorize signatures by appropriate County Officers. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

**IRON COUNTY
RESOLUTION NO. 2004-1**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH IRON COUNTY AND
MUNICIPAL ENTITIES WITHIN IRON COUNTY, UTAH RELATING TO
PROVIDING MUTUAL ASSISTANCE IN SITUATIONS INVOLVING FIRES
WHICH REQUIRE FIRE RELATED RESOURCES IN ADDITION TO THOSE
PROVIDED BY THE AGENCY WHOSE JURISDICTION WHEREIN THE
EMERGENCY EXISTS**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements to provide services and facilities; and

WHEREAS, the Board of County Commission of Iron County, Utah, has determined that the interests and welfare of the public within Iron County's jurisdiction will best be served by an Interlocal Cooperation Agreement with other political subdivisions within Iron County to provide mutual assistance in situations involving fires which require fire related resources in addition to those provided by the agency whose jurisdiction wherein the emergency exists.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF IRON COUNTY COMMISSIONERS:

The Board of Iron County Commissioners hereby adopts and enters into an interlocal agreement between Iron County, Cedar City, Parowan, Enoch, Brian Head, Paragonah, and Kanarraville to provide for mutual assistance in situations involving fires which require fire related resources in addition to those provided by the agency whose jurisdiction wherein the emergency exists, and for the health, safety, and welfare of the citizens, copies of said agreements being attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

2. All resolutions entered into by the Board of Iron County Commissioners which are in conflict with this resolution are hereby repealed.

DATED this 9th day of February, 2004

BOARD OF COUNTY COMMISSIONERS
IRON COUNTY, UTAH

By: /s/ Wayne A. Smith

Wayne A. Smith, Chair

ATTEST:

By: /s/ David I. Yardley

David I. Yardley, Clerk, Iron County

(SEAL)

APPROVED AS TO FORM:

By: /s/ Scott F. Garrett

Scott F. Garrett, Attorney, Iron County

EXHIBIT "A"
**INTERLOCAL AGREEMENT FOR
COOPERATIVE FIRE PROTECTION**

This Agreement is made and entered into this ___ day of _____, 2004, by and between the following: Cedar City, a municipal corporation in and for the State of Utah, Parowan City, a municipal corporation in and for the State of Utah, Paragonah Town, a municipal corporation in and for the State of Utah, Enoch City, a municipal corporation in and for the State of Utah, Kanarraville, a Town, a municipal corporation, the City of Brian Head, a municipal corporation in and for the State of Utah, and Iron County, a body politic, (collectively referred to as the parties)

This Agreement is made and entered into by the parties based upon the following recitals:

- A. The parties enter into this Agreement pursuant to the provisions of and authority granted to them by the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13, Utah Code Annotated, 1953 as amended.
- B. The parties wish to provide for their mutual assistance in situations involving fires which require fire related resources in addition to those provided by the agency in whose jurisdiction where the emergency occurs.
- C. The parties intend by this Agreement to commit to assist each other by sending their available resources whenever possible, subject to the sole discretion of each agency to

determine what personnel, equipment, materials, and other resources it can reasonably provide in the circumstances to assist the other agencies.

D. Each party currently provides fire protection service within its respected jurisdiction, authority, and mandates. The parties have provided mutual support assistance in fire situations from time to time and desire to mutually provide support assistance in fire situations as the circumstances necessitate in the future under the terms of this Agreement.

E. In the event of a fire emergency as defined in this Agreement, the parties desire to provide support and assistance to each other as may be needed and within the capabilities and resources available to the parties at the time.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, the parties agree as follows:

1. **Definitions.** As used in this Agreement:

- a. "Agent" or "Agencies" shall mean the fire departments of the municipalities which are parties to this Agreement.
- b. "Corporate Limits" means, the incorporated territory of each municipality.
- c. "Emergency" means any situation involving fire protection and suppression in which there exists a threat to public health, welfare, safety, or property under emergency conditions.
- d. "Recipient" shall mean the party receiving the service performed or materials needed in an emergency.
- e. "Requesting Agency" shall mean the party which has requested the materials, equipment, or personnel, or the performance of service under this Agreement from the responding agency.
- f. "Resources" means the personnel, equipment, materials, and other resources of each party to this Agreement and specifically includes fire departments.
- g. "Responding Agency" shall mean the city that responds to a request by providing materials, equipment, personnel, or fire suppression services under this Agreement.

2. **Mutual Fire Support Assistance.**

In the event of a fire, the parties shall provide mutual fire support assistance in the manner and subject to the conditions set forth in this Agreement.

3. **Lawful Responsibility.**

This Agreement shall not relieve any party of an obligation or responsibility imposed upon it by law.

4. **Provision of Personnel, Equipment, and Materials.**

- a. Each agency has equipment and personnel trained and equipped to respond to fire situations.
- b. Each agency shall respond to a request for assistance from another agency, during a fire emergency, by providing personnel, equipment, materials, and other resources as may be reasonably necessary and which are reasonably necessary to the responding agency; subject, however, to the needs of the responding agency as determined by the responding agency.
- c. In the event that responding agency had the need for the return of the personnel, equipment, unexpended materials, or other unexpended resources provided to a requesting agency, the responding agency may, at its sole discretion, immediately recall all or a portion of such personnel, equipment, unexpended materials, or other unexpended resources.

5. **First Response.**

Each agency shall first respond to the emergency situation within its jurisdiction utilizing its own resources before requesting assistance from other agencies. Each agency shall be responsible to first instruct its dispatchers from their own agencies to make reasonable and diligent efforts to send available resources from the requesting agency.

6. **Command at the Scene.**

- a. The Chief Officer of the responsible department of the requesting agency is responsible for conducting responses to emergency situation and shall be deemed the incident commander, and as such shall be the officer in command of the incident.

- b. The incident commander may request the dispatcher of the requesting agency to request additional assistance from any other agency in accordance with the protocol established in paragraph 7.
- c. The responding personnel or the chief officer from each department of the responding agency shall report to the incident commander as soon as reasonably possible upon the arrival of the responding personnel. At the scene of the emergency or the location where assistance is requested. Thereafter the responding personnel shall comply with the directions of the incident commander with respect to the incident or emergency

7. **Incident Command Protocol.**

It is the intent of the agencies that their respective fire departments utilize and comply with the uniform incident command and dispatch protocol which has been developed, approved and implemented by each agency in the event of a fire emergency.

8. **Release of Resources.**

- 1. The incident commander, shall, as reasonably possible, release resources from the responding agencies before releasing the resources of his own agency.
- 2. Resources from the responding agency shall be released by the incident commander when he determines that the services and other resources of the responding agencies are no longer required or when the chief officer of the responding agency notifies the incident commander that the resources of the responding agencies are needed within the corporate limits of the responding agency.

9. **Discretionary Response.**

Notwithstanding any other provision of this Agreement, no agency shall be required to respond to a request for assistance from another agency when the senior officer of the responding agency determines that the absence of available fire resources will jeopardize the ability to the responding agency to provide necessary services within its own corporate limits.

10. **No Waiver of Immunity.**

Nothing herein shall be construed to waive any of the privileges and immunities associated with fire protection.

11. **Compensation.**

No agency shall be reimbursed by any other participating agency for any costs incurred in the rendition of services pursuant to the terms of this Agreement for personnel, material, or equipment utilized subject to the terms of this Agreement, unless specifically agreed to otherwise in writing by the requesting and responding agencies with respect to a specific incident or emergency situation.

12. **Personnel Status.**

1. The personnel assigned or utilized in the performance of these services as required under this Agreement shall, at all times, be deemed and remain as employees of their respective agencies. Employees of each responding agency shall not be considered employees of the requesting agency.
2. Each agency shall be solely responsible for providing workers compensation insurance, wages, and benefits for its own personnel who have provided services under this Agreement.

13. **Waiver of Reimbursement.**

Subject to the terms of this Agreement, and unless specifically agreed to otherwise in writing by the requesting or responding agencies with respect to any specific incident or emergency situation, the parties waive any claims as responding agencies for reimbursement from the receiving agencies for the cost of materials and equipment, including any claims for damage, maintenance, repair, replacement, or replenishment of materials expended by the responding agency. The responding agencies also waive all claims for employee's wages, insurance and benefits.

14. **Indemnification.**

- a. The requesting agency agrees to indemnify and hold harmless the responding agency and the employees of the responding agency if they are acting within the course and scope of their duties, from all claims, suits, actions, damages, and cost of every kind, including but not limited to reasonable attorneys fees, and court costs arising or resulting from the performance or provision of services and materials by the responding agency to the requesting agency under this agreement unless such claims are the result of the negligence of the responding agency or the employees of the responding agency.
- b. The responding agency shall hold harmless and indemnify the requesting agency and the employees of the requesting agency against any liability for any and all claims arising from the damages or injuries caused by the negligence of the

responding agency or the employees of the responding agency except to the extent of the negligence of the requesting agency or the employees of the requesting agency.

15. **Injury or Death in the Line of Duty.**

Any injury or death of any fire fighter in the performance of any services pursuant to this Agreement irrespective of the jurisdiction or territory in which the injury or death occurred, shall be deemed to be an injury or death in the line of duty. Any and all benefits available to the fire fighter shall be the sole responsibility of the fire fighters home municipality.

16. **Whole Agreement.**

This Agreement constitutes the whole of the Agreement between the parties and replaces the whole prior agreements and understandings, whether written or oral, between the parties accept as to any agreements referred to in this Agreement and as to any modifications in writing signed by all the parties.

17. **Severability.**

If any of the portions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

18. **Effect on Other Agreements.**

This Agreement shall not supercede or repeal any existing agreement between the parties except as to specific provisions of this Agreement that are in conflict with such other agreements. In all other respects, the terms and conditions of such other agreement shall remain in full force and effect.

19. **No Third Party Beneficiaries.**

This Agreement is not intended to benefit any party or person not named as an agency specifically herein, or which does not later become a signatory hereto as provided herein.

20. **Terms of Agreement.**

This Agreement shall remain in full force and effect between the parties until such time as it is terminated, with or without cause, by any of the parties upon three months written notice in advance of the termination date. Written notice shall be accepted by the Chief Fire Officer of any of the respective jurisdictions.

21. **Resolution of Approval.**

This Agreement is conditioned and shall take effect upon the adoption of a resolution of approval by the Iron County Commission and by each of the City Councils of each of the

individual municipalities. Any municipality that does not approve the resolution shall not be a beneficiary of this Agreement. If one or more municipalities do not approve a resolution and are not a party to this Agreement, the Agreement shall still be effective between the municipalities that have approved the appropriate resolutions.

22. **Approval by Attorney.**

This Agreement shall be submitted to the authorized attorney for each agency for approval as to form and compliance with applicable law.

23. **Nature and Limitation of this Agreement.**

- a. This Agreement is an interlocal agreement and does not create a separate legal entity.
- b. No real or personal property shall be acquired, owned, or possessed jointly by the parties as a result of this Agreement unless specifically agreed to in writing which is adopted by the governing legislative bodies of each municipality.
- c. To the extent that any administration of this Agreement is reasonably required, the Chief's of the fire departments of the party shall constitute an administrative committee for the purposes of administrative oversight. The interpretation of provisions of this Agreement, and the resolution of any issues or matters arising from the implementation of this Agreement.

24. **Effective Date.**

The effective date of this Agreement shall be January 1, 2004, for those parties which have signed the Agreement and adopted a resolution of approval of the agreement. The effective date for the parties signing the Agreement and adopting the resolution after January 1, 2004, shall be the date the resolution is adopted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated next to their signature.

DATED this ___ day of _____, 200__.

CEDAR CITY:

[Corporate Seal]

ATTEST:

GERALD R. SHERRATT, MAYOR

BONNIE MORITZ, CITY RECORDER

APPROVED AS TO FORM:

PAUL A. BITTMENN, CITY ATTORNEY

PAROWAN:

[Corporate Seal]

ATTEST:

RONALD SMITH, MAYOR

VALORIE TOPHAM, CITY RECORDER

APPROVED AS TO FORM:

JUSTIN WAYMENT, CITY ATTORNEY

PARAGONAH:

[Corporate Seal]

ATTEST:

CONSTANCE ROBINSON, MAYOR

JAYNE STONES, TOWN CLERK

APPROVED AS TO FORM:

JUSTIN WAYMENT, CITY ATTORNEY

BRIAN HEAD:

[Corporate Seal]

ATTEST:

H.C. (DUTCH) DEUTSCHLANDER, MAYOR

ROXY FISCHER, TOWN RECORDER

APPROVED AS TO FORM:

GARY KUHLMANN, CITY ATTORNEY

ENOCH:

[Corporate Seal]

ATTEST:

PATRICK FRANKS, MAYOR

HAZEL HILLSTEAD, TOWN RECORDER

APPROVED AS TO FORM:

GARY KUHLMANN, CITY ATTORNEY

KANARRAVILLE:

[Corporate Seal]

ATTEST:

RANDY WILLIAMS, MAYOR

KATHRYN LAMB, TOWN CLERK

APPROVED AS TO FORM:

, CITY ATTORNEY

IRON COUNTY:

[Seal]

ATTEST:

WAYNE SMITH, COMMISSION CHAIR

DAVID YARDLEY, COUNTY CLERK

APPROVED AS TO FORM:

RESOLUTION 2004-2 INTERLOCAL AGREEMENT FOR 911 :

Resolution 2004-2 authorizing Iron County as the lead agency in providing 911 service in Iron and portions of Washington County was presented for approval. Dennis Stowell made a motion to approve the resolution as presented. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

RESOLUTION 2004-2

A RESOLUTION DECLARING THE INTENT OF IRON COUNTY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CEDAR CITY, PAROWAN, ENOCH, BRIAN HEAD, PARAGONAH, KANARRAVILLE AND PORTIONS OF WASHINGTON COUNTY TO PROVIDE FOR THE ESTABLISHMENT AND OPERATION OF A 911 EMERGENCY TELEPHONE SYSTEM.

WHEREAS, Iron County (hereinafter referred to as "County") desires to establish and operate a 911 emergency telephone system within each of the townships and cities within Iron County, including Cedar City, Parowan, Enoch, Brian Head, Paragonah, and Kanarraville as well as portions of Washington County served by the 586 and 878 telephone exchanges including New Harmony and Enterprise; and

WHEREAS, Cedar City, Parowan, Enoch, Brian Head, Paragonah, and Kanarraville as well as portions of Washington County served by the 586 and 878 telephone exchanges including New Harmony and Enterprise desire to enter into an agreement with County to provide for a 911 emergency telephone system within Cedar City, Parowan, Enoch, Brian Head, Paragonah, and Kanarraville as well as portions of Washington County served by the 586 and 878 telephone exchanges including New Harmony and Enterprise to aid in police protection and the general health, safety and welfare of it's citizens; and

WHEREAS, the 911 emergency telephone system will be funded pursuant to Title 69, Chapter 2, et. seq., Utah Code Annotated, 1953 as amended, by the levy of a monthly emergency telephone charge, in an amount not to exceed the maximum amount allowed by Title 69, Chapter 2, Section 5 (currently (\$0.53 per month), on each basic local exchange line including wireless connections within Cedar City, Parowan, Enoch, Brian Head, Paragonah, and Kanarraville as well as portions of Washington County served by the 586 and 878 telephone exchanges including New Harmony and Enterprise, and the funding for the establishment and operation of the 911 emergency telephone service shall come solely from the monthly telephone charge and not from any other funds of Iron County; and

WHEREAS, the townships and Cities Cedar City, Parowan, Enoch, Brian Head, Paragonah, and Kanarraville as well as portions of Washington County served by the 586 and 878 telephone exchanges including New Harmony and Enterprise likewise intend to enter into an interlocal agreement with Iron County to provide for the establishment and operation of a 911 emergency telephone system, thereby ensuring that the 911 emergency telephone system will be

available throughout Iron County and portions of Washington County for the protection, health, safety and welfare of all citizens of Iron County and the respective townships and Cities.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF IRON COUNTY COMMISSIONERS:

1. The Board of Iron County Commissioners hereby adopts and enters into interlocal agreements between Cedar City, Parowan, Enoch, Brian Head, Paragonah, and Kanarraville as well as portions of Washington County served by the 586 and 878 telephone exchanges including New Harmony and Enterprise to provide for the establishment and operation of a 911 emergency telephone system for the police protection, health, safety, and welfare of the citizens, copies of said agreements being attached hereto, marked as Exhibit "A" and Exhibit "B" and incorporated herein by this reference.

2. All resolutions entered into by the Board of Iron County Commissioners which are in conflict with this resolution are hereby repealed.

DATED this 26th day of January, 2004.

BOARD OF COUNTY COMMISSION
IRON COUNTY, UTAH

By: /s/ Wayne A. Smith
Wayne A. Smith, Chair

ATTEST:

By: /s/ David Yardley
David Yardley, Clerk, Iron County

(SEAL)

EXHIBIT "A"
**INTERLOCAL AGREEMENT BETWEEN IRON COUNTY AND
CEDAR CITY
PAROWAN
ENOCH
BRIAN HEAD
PARAGONAH
KANARRAVILLE
TO PROVIDE FOR THE ESTABLISHMENT OF
911 EMERGENCY TELEPHONE SYSTEM**

THIS AGREEMENT made and entered into this 9th day of February, 2004 by and between IRON COUNTY, a body politic of the State of Utah (hereinafter referred to as

“County”), and CEDAR CITY, PAROWAN, ENOCH, BRIAN HEAD, PARAGONAH, and KANARRAVILLE, townships and municipal corporations of the State of Utah (hereinafter referred to as “City”), and the parties hereto agree, pursuant to the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13, Section 1, et seq., Utah Code Annotated, 1953 as amended, to the establishment by Iron County of an E911 emergency telephone system and agree to the funding mechanism as provided in Title 69, Chapter 2, et seq., Utah Code Annotated, 1953 as amended.

The parties hereto covenant and agree as follows, to wit:

1. City hereby agrees that County may provide an E911 emergency telephone system within its jurisdiction pursuant to this Agreement.

2. City and County hereby agree that the duration of this Agreement shall be for a period of ten (10) years, but may be terminated at any earlier time upon mutual written agreement of the parties. In addition, this agreement shall be automatically renewed for an additional ten (10) years upon expiration, unless the parties agree otherwise in writing.

3. The parties hereto agree that County shall be responsible for establishing an E911 emergency telephone service as provided in the Emergency Telephone Service Law contained in Title 69, Chapter 2, et seq., Utah Code Annotated, 1953 as amended, and may levy monthly an emergency telephone charge in an amount not to exceed the maximum amount allowed under Title 69, Chapter 2, Section 5 (currently \$0.53 per month) on each basic local exchange access line within City. The funding for the establishment of the E911 emergency telephone service shall come solely from the monthly telephone charge and not from any other funds of the County or City.

4. There is no new entity being created by this Agreement.

5. All money received by County for the providing of an E911 emergency telephone service shall be paid over to the Iron County Treasurer and deposited in the special emergency telephone fund. All monies in the emergency telephone service fund shall be expended by the County only to pay the costs of charges for the E911 system, together with any cost of establishing, installing, maintaining, and operating any E911 emergency telephone system or integrating an E911 system into an established public safety dispatch center, including contracting with the provider of local exchange telephone service and vendors of appropriate

terminal equipment as necessary to implement the E911 emergency telephone service. Revenues derived for the funding of the E911 emergency telephone services may only be used for that portion of costs related to the operation of the E911 emergency telephone system if such a system is integrated with any public safety dispatch system.

6. In implementing the E911 emergency telephone service, County and the public safety agencies of the City and their employees shall cooperate in establishing the service and its day-to-day operation.

7. County shall be the governing authority of the E911 emergency telephone service and the City hereby agrees that the County may provide E911 emergency telephone service within the public safety agency jurisdiction of the City which City is the governing authority of such public safety agency.

8. The parties hereto agree to be contractually bound by the terms and conditions of this Agreement and that, in the event of any controversy or the determination that any word, sentence, or paragraph is unlawful, unenforceable, or unconstitutional, the balance of this Agreement shall be valid and construed in a manner which will make it lawful and in compliance with the spirit and intent set forth in this Agreement. All such constructions shall also be designed to promote the establishment and operation of an E911 emergency telephone system by County with the City.

9. Each party hereto agrees that it shall adopt this Agreement by resolution, and cause the resolution and Agreement to be filed with the keeper of its records and shall further cause an authorized attorney to approve the Agreement and determine the Agreement is in proper form and compatible with the laws of the State of Utah.

WHEREFORE, the parties hereto have signed this Agreement the day and year first above written.

IRON COUNTY:

Wayne A. Smith, Commission Chairman

ATTEST:

David I. Yardley
Iron County Clerk

(Seal)

CEDAR CITY:

Gerald R. Sherratt, Mayor

ATTEST:

Bonnie Moritz, City Recorder

(Seal)

PAROWAN:

Ronald K. Smith, Mayor

ATTEST:

Valerie Topham, City Recorder

(Seal)

ENOCH:

Patrick J. Franks, Mayor

ATTEST:

Hazel Hillstead, City Recorder

(Seal)

BRIAN HEAD:

Herman C. Deutschlander, Mayor

ATTEST:

Kimberly Robinson, Town Recorder

(Seal)

PARAGONAH:

Constance B. Robinson Mayor

ATTEST:

Jayne Stones, Town Recorder

(Seal)

KANARRAVILLE:

Randy Williams, Mayor

ATTEST:

Kit Lamb, Town Recorder

(Seal)

CERTIFICATION

I HEREBY CERTIFY that the attached Interlocal Agreement between Iron County and Cedar City, Parowan, Enoch, Brian Head, Paragonah and Kanarraville is a true and correct copy of the original document on file in the office of the Iron County Clerk, Parowan, Utah.

(S E A L)

DAVID I. YARDLEY
Iron County Clerk

DATE: _____

BOARD APPOINTMENTS :

A recommendation from the Mountain View Special Service District to reappoint Chuck Milby to the Board of Directors was approved on a motion by Dennis Stowell. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

The Commission approved the appointment for an additional term on the Planning Commission for Randy Peck and Gary Goodsell on a motion by Dennis Stowell. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

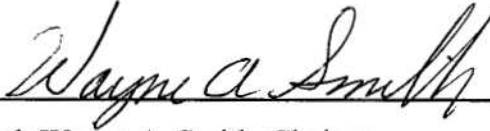
The Summit Special Service District has requested approval of Gaylord Farrow as a member of the management board. Dennis Stowell made a motion to approve the appointment as recommended. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

SUPAC MOU APPROVAL :

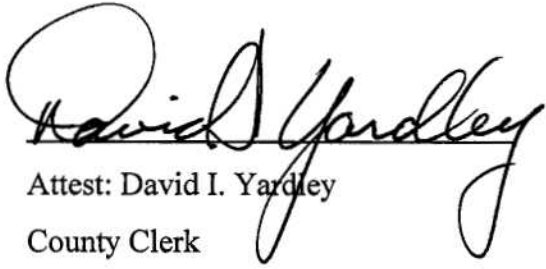
Dennis Stowell presented a Memorandum of Understanding for participation in the SUPAC group for 2004. The fee for participation is \$60.00 annually. After reviewing the MOU and finding it to be in compliance with previously approved agreements, Dennis Stowell made a motion to approve the MOU and approve payment of the annual participation fees. Second by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.

APPROVAL OF WARRANTS & ADJOURN _____ :

After the bills were reviewed and approved or rejected, the meeting was adjourned at 2:30 p.m. on a motion by Dennis Stowell. Second was by Wayne Smith. Voting: Wayne Smith, Aye; Dennis Stowell, Aye.



Signed: Wayne A. Smith, Chairman



Attest: David I. Yardley

County Clerk

**IRON COUNTY COMMISSION MEETING
February 23, 2004**

Minutes of the Iron County Commission meeting convened at 9:00 a.m. February 23, 2004 in Commission Chambers at the Iron County Courthouse, Parowan, Utah.

Officers in attendance included:

Wayne A. Smith	Commission Chairman
Gene E. Roundy	Commissioner
Scott F. Garrett	County Attorney
David I. Yardley	County Clerk

Also Present:

Dennis A. Lowder	County Auditor
Dennis W. Ayers	County Assessor
Patsy T. Cutler	County Recorder
Geraldine S. Norwood	County Treasurer
Mark O. Gower	Interim County Sheriff

Absent: But attended a portion of the meeting by telephone.

Dennis E. Stowell	Commissioner
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SYNOPSIS :

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PLEDGE OF ALLEGIANCE :

Those assembled were led in the pledge of allegiance by Wayne Smith.

ELECTED OFFICIALS REPORTS :

David Yardley reported that the election cycle is beginning with filing dates established between March 8 and March 17. County offices which are up include one Commission seat and three local School Board positions. The State Democratic party is also conducting a Presidential Primary on February 24. Voting places in Iron County include the Parowan Public Library, Cedar City Public Library and the SUU Sharwan Smith Center. County and State elections staff are not involved with this election.

Scott Garrett discussed a letter from the Utah Atheists regarding prayer in meetings. If prayers are offered, all denomination may request an opportunity to participate in such prayers or thought periods.

Wayne Smith discussed a tax matter in which a business is requesting a tax break for prior year taxes. There is a concern that if this request is granted it will set a precedent for future requests from businesses experiencing difficult financial problems.

Dennis Ayers reported that this is Lorraine Olsen's last week at work. Her retirement will be effective March 1. A replacement will not be hired until later in the year.

Dennis also discussed problems with assessing properties in the Hamblin valley area. The possibility of obtaining ariel photos of the area would be one method to locate structures and improvements which have been built without building permits.

Sheriff Mark Gower reported that a meeting with Deputies has been scheduled for Saturday to present the new work schedule. He also reported that there is some opposition to the plan from Deputies that have second jobs on their days off.

Sheriff Gower also reported that the Traffic School has received better than anticipated participation. It is anticipated that the next school will have up to thirty participants.

Gene Roundy reported that CDBG funding has been approved for construction of an addition to the Cedar Senior Citizen Center. The project will be completed in two phases in consecutive years.

CRITICAL DEER HABITAT ON STATE TRUST LANDS DISCUSSION :

Rusty Aiken and Larry Pendleton came before the Commission to request support for a proposal by the group Sportsman for Fish and Wildlife (SFW) to obtain SITLA property located in Section 36, T 36 S, R 13 W and Sections 1 and 2, T 37 S. R 13 W, SLB&M and lying on the West side of Vandenburg Road as critical deer habitat. SITLA has designated this property as possible development property. After reviewing intended uses, Gene Roundy made a motion to support the efforts of SWF to obtain the listed property as critical deer habitat with the provision that the Commission reserved the right to review their support if the intended use is subject to change. Second by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.

STATE DWR PILT PAYMENT FOR 2003 :

Doug Messerly, Department of Wildlife Resources Regional Manager came before the Commission to present a check for \$2,565.36 as payment in lieu of taxes for property owned by DWR in Iron County during 2003.

UPDATE 2004 SHAKESPEAREAN FESTIVAL :

Scott Phillips and Donna Law came before the Commission to report on plans for the upcoming Shakespearean Festival season. The schedule has been set with the fall season being extended for an additional week. The Festival did not meet expectations for sales of tickets in 2003 which translated into a loss for the season. By leveraging ads and producing crowd pleasing plays, it is anticipated that ticket sales will be up for the 2004 season.

RECOGNITION OF SERVICE :

Rich Wilson was invited and attended Commission meeting to receive a plaque in appreciation for the many years of public service he has donated and for his work on the Planning Commission since 1996. It was noted that Mr. Wilson has served on public boards for more than twenty years. The Commission thanked him for his service and wished him the best in future endeavors.

VEHICLE PURCHASE APPROVAL :

Chad Nay came before the Commission to request clarification of a budget approval for the purchase of a pickup for the Zoning Coordinator. He explained the need for either a SUV or 4 door pickup to transport Planning Commission members to site visits. Gene Roundy made a motion to authorize Commissioner Smith and Chad Nay to review needs and specifications to purchase the most appropriate vehicle for the Department. Second by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.

PRAIRIE DOG TAKE APPROVALS :

Teresa Bonzo presented a request from Brian Peterson for the take of 4 prairie dogs on Lot 6, Highland Trails Subdivision. Total take at this time is 54.75 dogs of a total available 92. Gene Roundy made a motion to approve the take of 4 dogs as requested provided that Mr Peterson has started construction on all prior approved lots. Second by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.

MEMORANDUM OF UNDERSTANDING :

Rebecca Bonebrake, BLM Prairie Dog Specialist, discussed with the Commission the following memorandum of understanding after which Gene Roundy made a motion to approve the MOU. Second by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.

MEMORANDUM OF UNDERSTANDING

between

Bureau of Land Management – Cedar City Field Office

and

Iron County, Utah

concerning:

Utah Prairie Dog Habitat Improvement in Support of the Greater Three Peaks Recreation Area

I. Purpose: The purpose of this agreement is to establish a partnership between Iron County and the Bureau of Land Management (BLM) to accomplish appropriate mitigation for the loss of

Utah prairie dog habitat within the boundaries of the proposed Greater Three Peaks Recreation Area (GTPRA). The proposed mitigation is the Long Hollow Utah prairie dog habitat improvement project.

It is recognized that the Utah prairie dog, a species listed as threatened under the Endangered Species Act (ESA) of 1973, as amended, once occupied areas within the proposed GTPRA from 1974 through 1996, and that Utah prairie dog habitat does occur within the proposed recreation area.

It is also recognized that the GTPRA is a local recreation destination for visitors and citizens of Iron County, and that organized events authorized by BLM have been held in the area since 1980. Additionally, Iron County has held a Recreation and Public Purposes lease on a portion of the GTPRA since 1986, and has authorized organized recreational events.

Iron County and BLM have agreed to develop and manage the proposed GTPRA in a cooperative manner.

II. Objective: The objective of this Memorandum of Understanding (MOU) is to define the commitment and relationships between Iron County and BLM in implementing a Utah prairie dog habitat improvement project. The project implemented by this partnership is subject to review and concurrence by the U.S. Fish & Wildlife Service (FWS) as to whether the outcome represents acceptable mitigation for the loss of Utah prairie dog habitat within the proposed GTPRA.

BLM has the responsibility to comply with the National Environmental Policy Act (NEPA) and the ESA for actions on BLM lands. The ESA directs Federal agencies to insure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies are also directed to carry out these requirements in consultation with the Secretary of Interior, as represented by the FWS.

III. Authority: Bureau of Land Management – Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b)), provides the authority to enter into cooperative agreements involving the management, protection, and development of the public lands.

Iron County – Interlocal Cooperative Act, Utah Code Annotated Title 11, Chapter 13; {11-13-1 through 11-33-36}.

IV. Procedure:

A. It is mutually agreed and understood that:

a. Iron County and BLM jointly propose the Long Hollow Utah prairie dog habitat improvement project as mitigation for potential impacts to existing

Utah prairie dog habitat within the proposed GTPRA.

- b. The Long Hollow project consists of approximately 250 acres located in T. 32 South, R. 10 West, section 13 and T. 32 S., R. 9 W., section 18 (see attachment A).
 - c. The proposed vegetation treatment method consists of a mechanical treatment such as a harrow pulled behind a tractor, and interseeding. The mechanical treatment would be conducted twice, in opposite directions, to increase the sagebrush kill, with either a broadcast seeding ahead of the second treatment, or a drill seeding. Seeding is needed to increase vegetative species diversity. A protection fence would be built to protect the seeding from livestock grazing for a minimum of two years or until the BLM Authorized Officer approves grazing.
 - d. Iron County and BLM are committed to a successful project. The project will be evaluated after three growing seasons. Seeding failures, should they occur, would be assessed to determine which variables, or combination thereof, contributed to the poor performance. If a substantial improvement in habitat conditions has not occurred, or if the site is substantially not in conformance with current habitat guidelines, as outlined in either the conservation strategy or recovery plan, then both parties agree to repeat vegetation treatments when conditions offer a reasonable probability of success.
- B. Iron County agrees to/that:
- a. Off-site management of Utah prairie dogs is a critical component for being able to develop and manage recreation uses in the GTPRA. Off-site mitigation provides the best alternative for achieving both recreation and prairie dog objectives. Iron County is a partner in the GTPRA and is committed to the proposed Long Hollow Utah prairie dog habitat improvement project.
 - b. Provide a tractor and operator for the duration of the vegetation improvement effort. Provide the labor for both the construction, and future removal, of protection fence.

C. BLM agrees to/that:

- a. Prepare and issue to the public site-specific environmental documents, as necessary, that comply with the National Environmental Policy Act.
- b. Consult with U.S. Fish and Wildlife Service (FWS) as required by the Endangered Species Act of 1973, as amended.
- c. Provide seed, equipment, fence materials, cultural and other appropriate inventories for the Long Hollow project.
- d. Prepare a work plan for, and implement the Long Hollow Utah prairie dog habitat improvement project on BLM lands, subject to available funding. The project is also subject to approval from FWS as appropriate mitigation for the development of the GTPRA.
- e. Maintain the protection fence, and monitor the vegetation treatment.

V. Administration:

- A. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations.
- B. All questions pertaining to the cooperative work of the two Agencies arising in the field will be discussed by the local representatives of Iron County and the BLM, and that areas of disagreement will be referred to the Iron County Commission and BLM Field Office Manager.
- C. The parties of this Memorandum will contribute, insofar as their available resources permit, and as mutually agreed upon, funds, personnel, facilities, supplies, equipment, and all other items necessary to properly carry out the objectives of this agreement.
- D. This Memorandum is to define in general terms the basis on which the parties concerned will cooperate, and does not constitute a financial obligation or serve as a basis for incurring expenditures. Each party will handle and expend its own funds.

- E. Iron County personnel are under its administrative direction and will work cooperatively with personnel of the BLM. Personnel of the BLM will remain administratively responsible to the BLM and will work cooperatively with personnel of Iron County.

- F. This MOU shall become effective upon date of final signature and shall continue for up to five years from signature date, but may be modified or discontinued at the request of either party. Requests for termination or any change shall be submitted in writing to the other party for consideration not less than 30 days in advance of the desired effective date.

APPROVED:

United States Department of the
Interior, Bureau of Land Management
Cedar City Field Office

Iron County Commission

/s/ Todd S. Christensen

Todd S. Christensen
Field Office Manager

/s/ Wayne A. Smith

Wayne A. Smith
Commission Chairperson

Date: February 23, 2004

Date: February 23, 2004

CEDAR CITY SEWER AGREEMENTS :

Jim Allen, Paul Bittmenn, Steve Platt, Reed Erickson, and Chad Nay met with the Commission to discuss the proposed interlocal agreement between Cedar City and Iron County. Dennis Stowell also participated via telephone. Several amendments regarding ownership, capacity, and funding of expansion of the main sewer trunk line were discussed. The application for and use of STAG grant funds was also discussed. It was agreed that STAG grant funds would be dedicated to the expansion of the trunk lines.

The matter was tabled to allow for amendments to be drafted into the document. The matter is to be placed on the next agenda.

The Commission also reviewed a new agreement for the wastewater treatment facility after which Gene Roundy made a motion to approve the agreement and authorize signatures. Second was by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.

BID OPENING - LANDFILL RE-LICENSING :

Bids were opened to provide landfill license recertification. Two proposals were received with results as follows:

IGES	bid not to exceed	\$54,080.00.
Kleinfelder	bid not to exceed	\$77,765.00

Gene Roundy made a motion to accept the bid of IGES provided that all specifications of the Request for Proposal are met and subject to the approval of the Landfill Supervisor. Second was by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.

The Commission also discussed the dumping of waste from fires which destroy homes, especially from residents that have no insurance. It was decided that the Landfill could accept the waste at no charge provided that the waste haulers are not receiving pay for dumping fees. The current case where Demille's are dumping a burned trailer are to be approved to dump with no charge. The procedure will be reviewed and a standard procedure will be drafted for future requests.

CHILDREN'S FESTIVAL FLOAT REQUEST :

Joyce Messer and Maria Smith came before the Commission representing the Children's Festival to request funding to construct a float for use in parades. The float will be constructed by personnel from the Shakespearean Festival. It is anticipated that the float will be used in a minimum of three parades per year for up to ten years. Cost of construction is \$3,000.

Wayne Smith noted that Maria Smith is his wife and therefore he declared a conflict. Gene Roundy made a motion to approve the funding request of \$3,000. Second was by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.

PERSONNEL MATTERS :

Christene Keene presented for approval, Van Driver Agreements for the Council on Aging. After reviewing the agreements, Gene Roundy made a motion to approve the agreements. Second was by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.

Christene also discussed a possible amendment to the County pay structure to award Longevity Pay as a lump sum payment for years of service above the step and grade scale. She presented plans in use from several municipalities. The matter was tabled without action to allow for additional research and information.

Christene also discussed a promised merit advancement for Matthew Page. Mr. Page was apparently promised a six month probation period instead of the usual one year probation by former Jail Lieutenant, Lee Hulet. No documentation has been found verifying an agreement. Gene Roundy made a motion to approve the agreement for a six month probation if it can be established that it was entered into in good faith. Second was by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.

BOARD APPOINTMENT - MOUNTAIN VIEW SSD :

Gene Roundy made a motion to appoint George Kirkman as a member of the Mountain View Special Service District Board. Second was by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.

RETIREMENT PARTY FUND :

A request to approve amending the County Personnel Policy to allow for County funding


of retirement receptions was reviewed and discussed. Currently the County policy authorizes a gift to employees with more than twenty years of service. After review, the Commission left the policy as currently written.

PREDATOR CONTROL POLICY AMENDMENT :

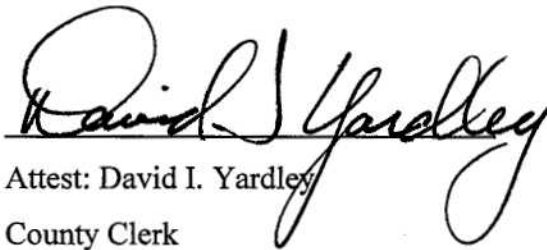
A concern with coyote hunters bringing animals from adjacent counties to collect a bounty in Iron County was discussed. Gene Roundy made a motion to amend the current policy and require that applicants for an Iron County bounty certify that the predators were taken from within Iron County. Second was by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.

APPROVAL OF WARRANTS & ADJOURN :

After the bills were reviewed and approved or rejected, the meeting was adjourned at 2:30 p.m. on a motion by Gene Roundy. Second was by Wayne Smith. Voting: Wayne Smith, Aye; Gene Roundy, Aye.



Signed: Wayne A. Smith, Chairman



Attest: David I. Yardley
County Clerk

