

**GRANT PROPOSAL
PROJECT STATEMENT**

STATE: Utah **GRANT NUMBER:** F-???-B-1 **SEGMENT NUMBER:** 1

GRANT TITLE: Statewide Motorboat Access Development

PROJECT TITLE: Bear Lake State Park Rainbow Cove Boat Ramp and Road Paving

GRANT PERIOD: July 1, 2011 through June 30, 2012?????

NEED:

Bear Lake is a difficult lake for boat launching; it has very shallow shorelines and there are typically high winds in the afternoons. The Rainbow Cove boating access ramp provides a relatively safe, convenient launching point, especially for large boats for which beaching launching is nearly impossible.

The access road to the Rainbow Cove ramp is approximately 1/3 mile (1,833') long and was dirt/gravel with a rather poor alignment and a 180 degree hairpin turn, however, in September 2011, 833' of the road was paved with asphalt from the ramp up toward the existing county road. The road was also realigned which made it easier for longer boat trailers to negotiate the sharp curve.

The remaining 1000' of the dirt/gravel road becomes very slippery when wet and the road is nearly impassible when the ground is saturated due to the high amount of clay in the soil. Paving of the remaining road and parking area will allow access to the existing paving and concrete boat ramps by all sized boats and during all seasons of the year. The required engineering has been done on the entire road, so no new engineering will be required for this project.

The Utah Division of Wildlife Resources and Bear Lake State Park has received many comments from the public about paving the access road and eliminating the hairpin turn. Currently there is only one other paved ramp (First Point Ramp) on the entire 12 mile long Utah east side of Bear Lake and this ramp is approximately 10 miles south of the Rainbow Cove ramp.

PROJECT OBJECTIVE:

The object of this project is to provide better access to all sizes of boats at Rainbow Cove, which will enhance the angler and boater experience and meet the needs of visitors to Bear Lake State Park. The anticipated completion date for this project is October 1, 2012.

EXPECTED RESULTS AND BENEFITS:

The paved road would allow boat of all sizes and anglers improved access throughout the entire

year. The improved road would provide a safe, convenient location for launching boats and enhance the boater/angler experience. The current parking area is unimproved and the paving of it would allow orderly parking during busy times of the year. Use of the facilities is expected increase if the entire road is paved and a parking area provided. Use of this improved area would be high based on the popularity of the current boat ramp (First Point) and adjacent camping areas along the east side of Bear Lake.

APPROACH:

To achieve the objective of this proposal UDWR and UDPR will consummate a Cooperative Agreement (Appendix A) that identifies the responsibilities of each of the parties.

The UDPR will function as project manager, following State of Utah purchasing guidelines when selecting a contractor or contractors for modification of existing access road.

Specific activities undertaken during replacement and modification activities will include:

- preparation of the existing road surface (finegrading +/- 1/10 ft. and proof rolling of subgrade)
- placement and compaction of eight inches of road base by 24 feet wide,
- placement and compaction of 3 inches of asphalt by 20 feet wide,

All cut material will be relocated in the proposed project area. Approximately 444 cubic yards (625 tons) of road base and 185 cubic yards (284 tons) of asphalt will be placed during the resurfacing of the access road. Additionally, 181 cubic yards (225 tons) of road base and 91 cubic yards (140 tons) of asphalt will be placed during the resurfacing of the parking area.

LOCATION:

The access road is located along the eastern shoreline of Bear Lake in Rich County, Utah. The legal description of the location is Township 14 north, Range 6 east, and Section 9 (Appendices D and E).

ESTIMATED COSTS:

1 Mobilization (10%)	1 LS	\$17,483.00	\$17,483.00
2 Excavation and site prep	125 HR	\$32.00	\$3,991.00
3 Equipment			
<i>Crew truck</i>	60 HR	\$20.00	\$1,200.00
<i>Utility truck</i>	60 HR	\$20.00	\$1,200.00
<i>Dump truck</i>	60 HR	\$60.00	\$3,600.00
<i>Backhoe</i>	60 HR	\$70.00	\$4,200.00
<i>Skid loader</i>	60 HR	\$20.00	\$1,200.00
<i>Road grader</i>	60 HR	\$60.00	\$3,600.00
<i>Sheeps foot compactor (rental)</i>	1 LS	\$1,000.00	\$1,000.00
4 Supplies & Placement			
<u>Road only:</u>			
<i>Road Base for road</i>	444 TN		\$0.00
<i>Asphalt for road</i>	284 TN		\$0.00
<i>Total price for road</i>			\$80,000.00
<u>Parking area only:</u>			
<i>Road Base for parking area</i>	255 TN		\$0.00
<i>Asphalt for parking area</i>	140 TN		\$0.00
<i>Total price for parking area</i>			\$39,200.00
<i>Travel per diem</i>	2 WK		\$3,232.00
<i>fill, silt fencing, etc.</i>	varies		\$2,000.00
5 Contingency (11%)	1 LS	\$12,920.00	\$12,920.00
		Total	\$174,826.00

FEDERAL SHARE	\$131,120
STATE SHARE	\$ 43,706
GRAND TOTAL	\$174,826

EXTERNAL COMPLIANCE ISSUES:

NEPA – Controversial effects or unresolved conflicts concerning alternative related to uses of available resources specified under NEPA Section 102(2)(E) are not associated with this project. Additionally, no uncertain and potentially significant environmental effects or unique/unknown

environmental risks are expected to result from the proposed project. No significant issues or extraordinary circumstances within the scope of the proposal were identified. The access road is located on DPR-owned property and has been previously disturbed with existing improvements already in place and currently being utilized. Therefore, this action falls within Chapter 30 Categorical Exclusion from Documentation Category 36 CFR 220.6(d)(5) *Repair and Maintenance of Recreation Sites and Facilities* (FSH 1909.15, Section 31.1b) and is categorically excluded from documentation in an environmental impact statement or an environmental assessment.

404 PERMIT – This project will not cause any disturbance of wetland areas. The project involves the paving of an existing gravel road at Bear Lake State Park.. The project does not involve wetland areas. USACE permits are not required and do not apply.

FLOODPLAINS/WETLANDS – There are no wetlands in the vicinity of the proposed project and will therefore, have no negative affects on any of these resources. This project is considered maintenance in a previously disturbed area and will not have any affect on the floodplain.

PRIME AND/OR UNIQUE FARMLAND – The proposed project is in a previously disturbed area along the Bear Lake shoreline and will not affect any of these resources.

HISTORIC AND CULTURAL PRESERVATION – The proposed actions are covered under Appendix A, paragraph 6 of the “Programmatic Agreement” among the Department of the Interior, the United States Fish and Wildlife Service, the Advisory Council on Historic Preservation, the Utah Division of Wildlife Resources and the Utah Historic Preservation Officer, dated May 31, 2001 (Appendix F).

HUMAN HEALTH - The proposed activities will not have disproportionately high and adverse human health or environmental effects on low-income populations, minority populations or Indian tribes.

ENDANGERED SPECIES - The federally listed threatened and/or endangered species and candidate species for Rich County, Utah (Appendix G) has been consulted by UDWR biologists and, based on survey data, the proposed actions are not likely to adversely affect any listed species. It should be noted that recently de-listed bald eagles are frequent winter visitors to Utah and may be found anywhere there is open water or other areas where food sources are available. No bald eagle nesting sites or significant use is known to occur within the project area.

Appendix A
COOPERATIVE AGREEMENT

between the
UTAH DIVISION OF WILDLIFE RESOURCES
and the
UTAH DIVISION OF STATE PARKS AND RECREATION
for
Boat ramp access road enhancement

This Cooperative Agreement, hereinafter the AGREEMENT, is made and entered into by and between the Utah Division of Wildlife Resources, hereinafter referred to as DWR and the Utah Division of State Parks and Recreation, hereinafter referred to as DPR, and individually and collectively known as the PARTY or PARTIES.

WHEREAS, DWR desires to cooperate with DPR to enhance the boat ramp access road at the Rainbow Cove Access Area at Bear Lake State Park, hereinafter referred to as the PROJECT SITE, for the purpose providing convenient access to boaters frequenting this location.

WHEREAS, DPR has authority for administration and operation of the PROJECT SITE, and

WHEREAS, it is mutually advantageous for the PARTIES to share in the cost of access road enhancement at the PROJECT SITE.

NOW THEREFORE, in consideration of the mutual promises of the PARTIES, it is agreed as follows:

A. DWR SHALL:

1. Provide 75% of the costs from their Sport Fish Restoration (Motorboat Access) fund, up to \$131,120 for the purpose of access road enhancement at the PROJECT SITE.

B. DPR SHALL:

1. Provide 25% of the costs up to \$43,706 to be used as the "State Match" for the purpose of access road enhancement at the PROJECT SITE.
2. Follow the Utah Division of Purchasing guidelines and take responsibility for developing specifications and coordinating the enhancement of the access road at the PROJECT SITE.

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

1. This AGREEMENT is contingent upon the acceptance of a Federal Aid Grant established for the PROJECT and approved by the United States Fish and Wildlife Service (USF&WS), Region 6, Division of Federal Aid.
2. Cancellation or modification of this AGREEMENT shall be made by mutual written consent, signed and dated by all PARTIES.
3. This AGREEMENT does not restrict the DWR or DPR from participating in similar activities with other public or private agencies, organizations, and individuals.
4. The PARTIES to this AGREEMENT, through any authorized representative, will have access to and the right to examine all books, papers, and documents related to this AGREEMENT.
5. Pursuant to 43 CFR 12.76 (e)(1) and (2), prospective PROJECT contractors and subcontractors will take all necessary affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus area firms are used when possible.
6. The PARTIES to this AGREEMENT will comply with all Federal statutes relating to non-discrimination, which include, but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, religion, color, or national origin; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disabilities.
7. The PARTIES to this AGREEMENT will comply with Executive Order 12549 "Debarment and Suspension", which prohibits the awarding of any contract to any party which is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the proposed PROJECT by any governmental department or agency.
8. This AGREEMENT is executed as of the last date shown below and terminates on June 30, 2011.

9. The Principal contacts for this AGREEMENT are:

Craig Walker	Dave Harris
Aquatic Habitat Coordinator	Boating Coordinator
Utah Division of Wildlife Resources	Utah Division of State Parks and Recreation
1594 West North Temple	1594 West North Temple
Salt Lake City, Utah 84114	Salt Lake City, Utah 84114
(801) 538-4813	(801) 538-731

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the last date written below.

UTAH DIVISION OF STATE PARKS AND RECREATION

BY: _____ DATE: _____
Mary L. Tullius, Director

UTAH DIVISION OF WILDLIFE RESOURCES

BY: _____ DATE: _____
James F. Karpowitz, Director

UTAH DIVISION OF WILDLIFE RESOURCES

BY: _____ DATE: _____
Budget Officer

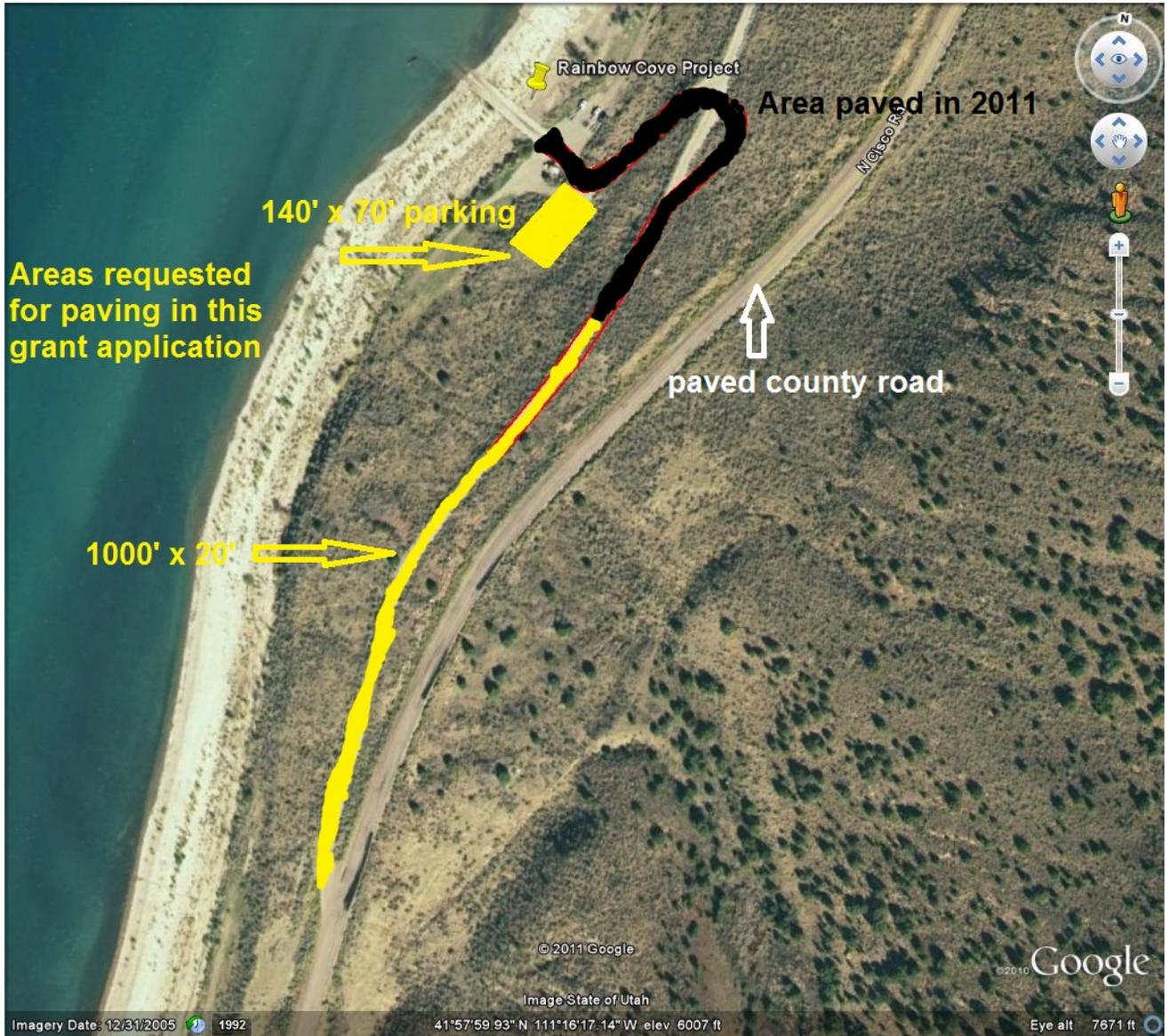
UTAH DIVISION OF STATE PARKS AND RECREATION

BY: _____ DATE: _____
Budget Officer

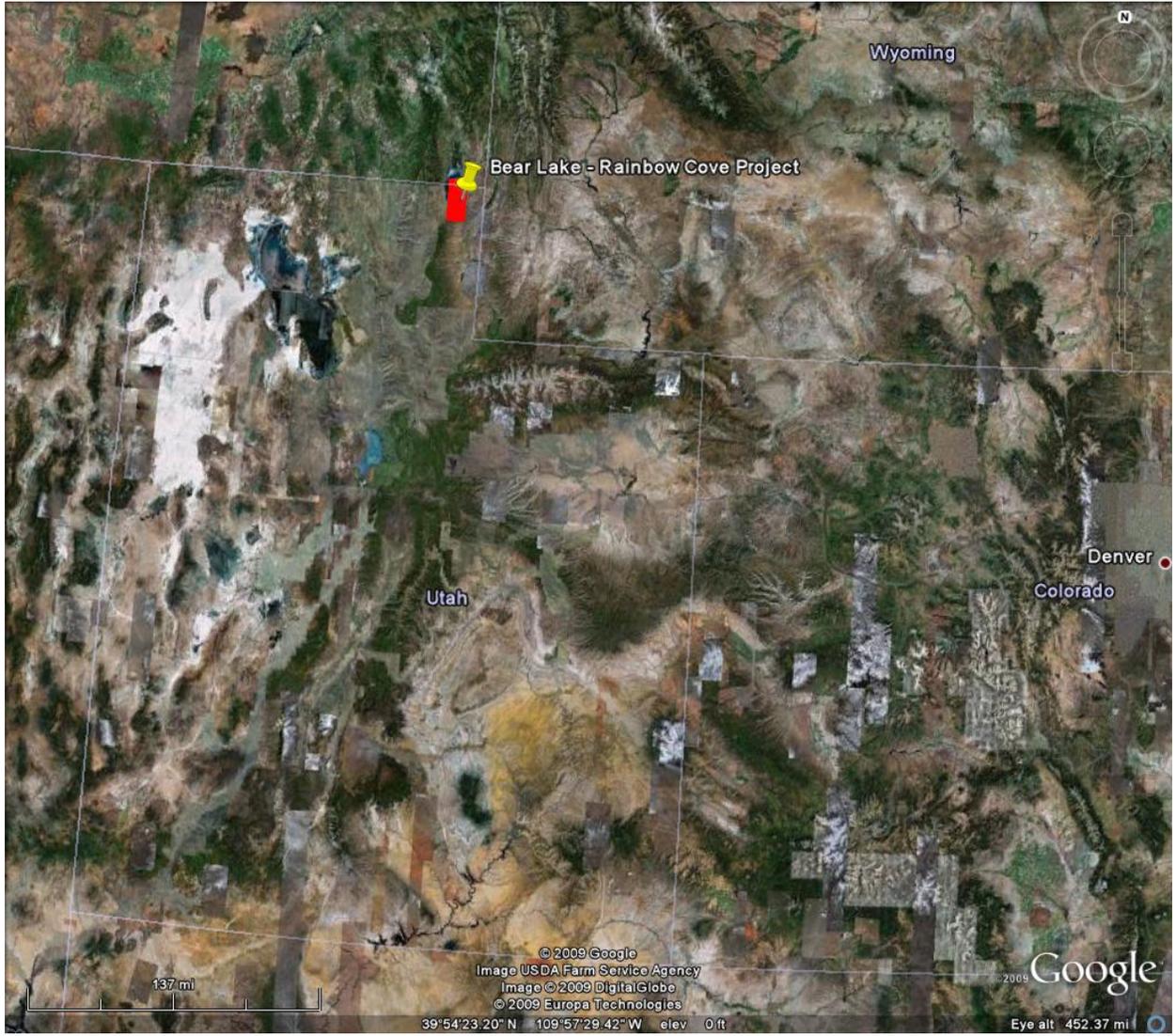
UTAH STATE FINANCE APPROVAL

BY: _____ DATE: _____

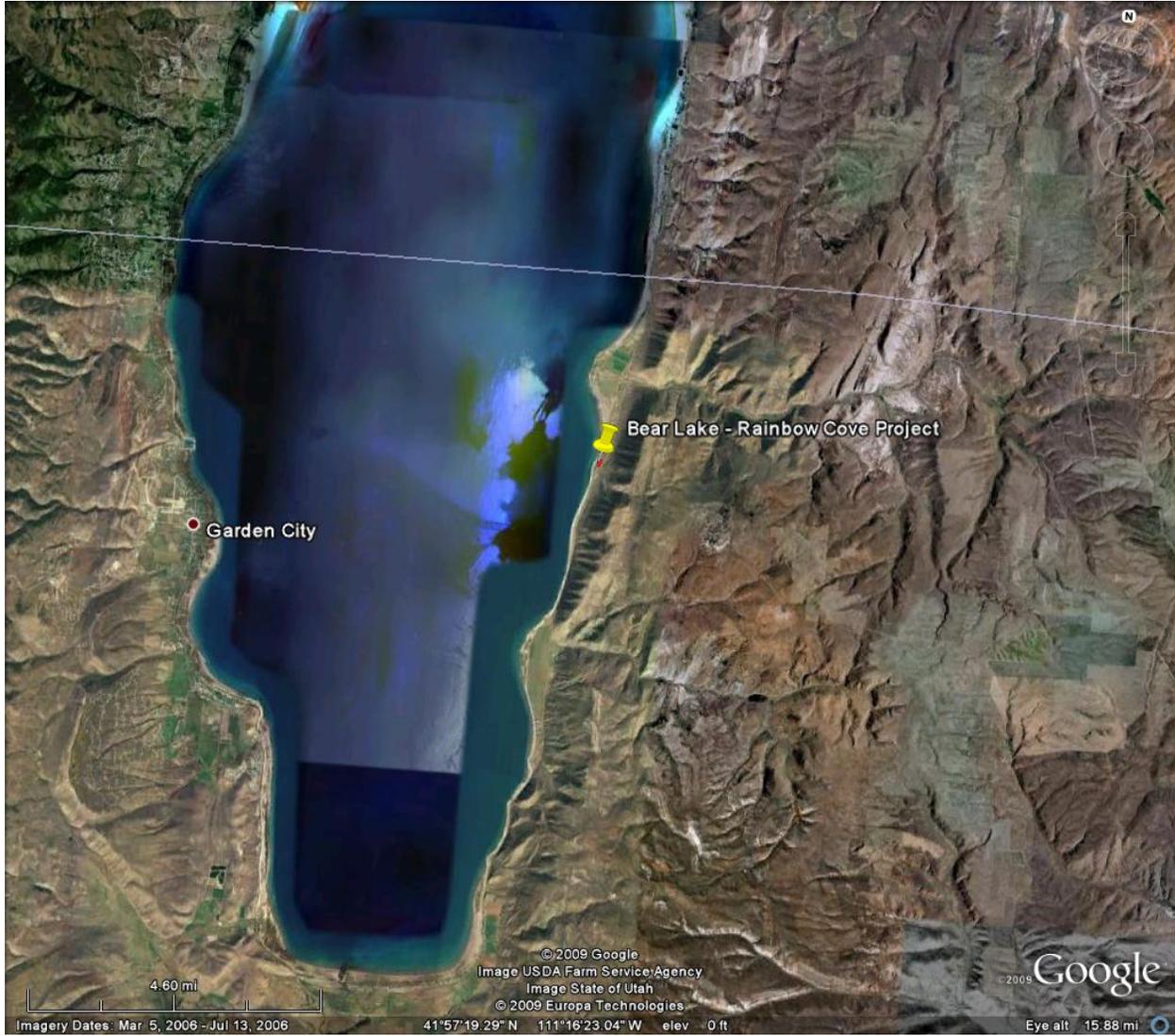
Appendix B



Appendix D



Appendix E



Appendix F

PROGRAMMATIC AGREEMENT

BY AND AMONG THE DEPARTMENT OF THE INTERIOR, THE UNITED STATES FISH AND WILDLIFE SERVICE, THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE UTAH DIVISION OF WILDLIFE RESOURCES, AND THE UTAH STATE HISTORIC PRESERVATION OFFICER REGARDING UNITED STATES FISH AND WILDLIFE HABITAT RESTORATION PROGRAMS, ENDANGERED SPECIES ACT GRANT PROGRAMS AND OTHER SMALL GRANT PROGRAMS ADMINISTERED BY THE UNITED STATES FISH AND WILDLIFE SERVICE.

WHEREAS, the United States Fish and Wildlife Service (Service) is responsible for administering the Federal Aid in Fish and Wildlife Restoration Acts, as amended [16 U.S.C. 669-669(i) and 16 U.S.C. 777-777(k)] (Acts) and awarding funds to States for habitat restoration, acquisition and development; and

WHEREAS, the Service has determined that funds provided for construction, including funds for acquiring, expanding, remodeling, or altering existing buildings, structures and/or terrain, may have effects on properties included in or eligible for inclusion in the National Register of Historic Places (historic properties), and has consulted with the Advisory Council on Historic Preservation (Council) and the Utah State Historic Preservation Officer (SHPO) pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

WHEREAS, because the Acts involve state-administration, the task of collecting information on the effects of proposed undertakings to enable the Service to comply with Section 106 lies with the Utah Division of Wildlife Resources (DWR); and

WHEREAS, this agreement extends exclusively to projects on lands purchased with federal aid and/or projects funded by federal aid; and

WHEREAS the DWR participated in consultation and has been invited to concur in this Programmatic Agreement;

NOW, THEREFORE, the Service, the SHPO, the DWR, and the Council agree that the Acts will be administered in accordance with the following stipulations:

STIPULATIONS

The Service shall ensure that the following measures are carried out:

1. Guidance to the DWR

The Service shall provide information to the DWR regarding the Council's regulations and the Standards and Guidelines for Evaluation (49 FR 44723-44726 and subsequent editions), and other standards as appropriate, issued by the Secretary of the Interior.

2. Identification of Historic Properties

A. Pursuant to 36 CFR 800.4, DWR shall consult with the SHPO to determine whether historic properties are located within a proposed project's area of potential effects as defined by § 800.2(c). Such determinations shall be undertaken early in the process of planning each project, and completed before the application for funding assistance is submitted to the Service.

B. The DWR shall notify the Service if the DWR and the SHPO are unable to agree as to the eligibility of a property to be affected by a project. Upon receipt of such notification and relevant documentation from the DWR, the Service will consult with the SHPO to resolve eligibility problems. If the Service determines that a consensus cannot be reached with the SHPO, the Service shall submit appropriate documentation to the Keeper of the National Register to obtain a final determination of eligibility.

C. If, pursuant to § 800.4(d), there are no historic properties present or there are historic properties present but the project will have no effect on them, the DWR shall notify the SHPO, the Service, and any consulting parties interested in the possible effects of the project on historic properties. Upon notification, the project may proceed with no further consideration under Section 106.

D. If historic properties are identified within the area of potential effects, the Service shall ensure that the project's effects are assessed in accordance with Stipulation 3.

3. Assessing Effects and Treatment

A. Pursuant to 36 CFR § 800.5, the DWR, in consultation with the SHPO, shall apply the Criteria of Effect (§ 800.9(a)) to historic properties that may be affected, giving consideration to the views, if any, of interested persons. In accordance with 50 CFR 80.5, the DWR shall submit to the Service information regarding effects on historic properties as part of their funding application.

B. If the DWR and the SHPO agree that the project will have no effect on any historic properties, the DWR shall notify the Service and provide appropriate documentation. The Service shall make the documentation available for public inspection.

C. If the DWR and the SHPO do not agree that the project will have no effect on historic properties, or if the DWR and the SHPO agree that the project will have an effect on historic properties, the DWR shall notify and provide appropriate documentation to the Service which shall, in consultation with the SHPO, apply the Criteria of Adverse Effect (36 CFR 800.9(b)) to determine whether the effect of the undertaking should be considered adverse.

D. If the Service determines that the effect is not adverse, in consultation with the SHPO and the Council in accordance with 36 CFR § 800.5(d), the Service shall in accordance with 36

CFR § 800.5 (d) (1) maintain a record of the finding and provide information to the public on request, consistent with the confidentiality provisions of § 800.11 (c). The DWR shall cooperate with the Service in providing appropriate information.

E. If the Service finds that the effect is adverse, the Service shall consult with the SHPO and the Council in accordance with 36 CFR § 800.5(e) and § 800.6 to develop appropriate treatment measures. The DWR shall cooperate with the Service in providing appropriate information and documentation.

F. If previously unidentified historic properties are discovered or if known historic properties are affected in an unanticipated manner during construction activities, such activities shall cease immediately in the vicinity of the discovery. The Service shall be notified immediately of the discovery, and shall comply with 36 CFR § 800.11 to determine appropriate treatment of the discovery.

G. If human remains are discovered during the execution of project activities, pursuant to this Agreement, the project shall stop. Stipulations of the Native American Graves Protection and Repatriation Act (NAGPRA) and Utah's American Grave Protection and Repatriation Act, Utah Code § 9-9-401, et seq., will be implemented.

4. Project Activities Not Requiring Review By the SHPO or the Council

Project activities not requiring review by the SHPO or the Council are enumerated in Attachment "A". If previously unsuspected archaeological remains are uncovered during these project activities, the DWR will stop the project, notify the SHPO and the Service, and the project will be reviewed pursuant to the terms of this agreement. Activities not excluded in Attachment "A" will be reviewed pursuant to the terms of this Agreement.

5. Monitoring and Review

A. The SHPO and the Council may monitor any activities carried out pursuant to this Agreement, and the Council will review such activity if so requested. The DWR and the Service will cooperate with the SHPO and the Council in carrying out these monitoring and review responsibilities.

B. The parties to this agreement shall consult annually to review implementation of its terms and to determine whether revisions are needed. At this time, annual summaries of activities completed under this agreement will be reported. If revisions are needed, the parties will consult in accordance with 36 CFR Part 800 to make such revisions.

6. Dispute Resolution

A. Should the DWR, the SHPO or the Council object within 30 days to any plans provided for review or actions proposed pursuant to this agreement, the Service shall consult with the

objecting party to resolve the objection. If the Service determines that the objection cannot be resolved, the Service shall request the comments of the Council pursuant to 36 CFR § 800.6(b). Any Council comments provided in response to such a request will be taken into account by the Service in accordance with 36 CFR § 800.(c)(2), with reference only to the subject of the dispute; the Service's responsibility to carry out all actions that are not the subject of the dispute will remain unchanged.

B. At any time during implementation of the measures stipulated in this agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, the DWR shall take into account and consult as needed with the objecting party, the SHPO, the Service or the Council, to resolve the objection.

7. Professional Qualifications

All historic preservation work carried out by the DWR pursuant to this agreement shall be carried out by or under the direct supervision of a person or persons meeting, at minimum, the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9).

8. Amendments

Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR § 800.14 to consider such amendment.

9. Termination

Any party to this Agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to the termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the Service will comply with 36 CFR § 800.4- § 800.6 with respect to individual undertakings covered by this Agreement.

10. Failure to Comply

In the event that DWR does not act in accordance with the terms of this Agreement, the Service will request the Council's comments on the effects of projects on historic properties on a project-by-project basis, as provided in 36 CFR Sec. 800.4 through § 800.6. The Service will not take any action, knowingly sanction any action on the part of the DWR seeking or administering project funding under the Acts, or make any irreversible commitment that would result in adverse effects on historic properties, until the terms of this agreement have been met.

11. Duration

This agreement will continue in full force and effect for as long as the DWR is funded by the Service or until this agreement is terminated by any party pursuant to Stipulation 9 above.

Execution of this Programmatic Agreement evidences that the Service has satisfied its Section 106 responsibilities for all individual projects under the Acts.

UNITED STATES FISH AND WILDLIFE SERVICE

By: Ralph O. Moryemack Date: 2/13/01
Regional Director, Region 6

UTAH STATE HISTORIC PRESERVATION OFFICER

By: [Signature] Date: _____
State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: [Signature] Date: 5/31/01
Executive Director

CONCUR:
UTAH DIVISION OF WILDLIFE RESOURCES

By: John Kimball Date: 02/23/2001
Director, Utah Division of Wildlife Resources

ATTACHMENT 'A'
TO THE FISH & WILDLIFE SERVICE AND THE UTAH DIVISION OF WILDLIFE
RESOURCES
PROGRAMMATIC AGREEMENT

PROJECT ACTIVITIES NOT REQUIRING REVIEW BY SHPO OR COUNCIL

1. Buildings -- Operation, maintenance and repair of previously determined non-historic structures.
2. Dams and Dikes -- Repair and maintenance of previously determined non-historic small dams and dikes where activities are confined to previously disturbed areas. All other structures 45 years old or older will be evaluated and/or reviewed for effects.
3. Bridges, Culverts, Low Water Crossings, Canals and Channels -- Inspection, repair, replacement, and maintenance (including silt, debris, log-jam and vegetation removal by dredging, burning, spraying and the use of explosives) of previously determined non-historic structures where no archaeological properties exist. All other structures will be evaluated and reviewed for effects.
4. Roads and Trails -- Graveling, grading, installing vehicle gates, and mowing on and within existing road and trail rights-of-way.
5. Fences -- Construction of new boundary or interior fences, including installation of gates, and repair and maintenance of existing fences.
6. Maintenance and operation Activities -- Operation, replacement, repair and maintenance of existing developments/facilities including, blinds, parking lots, security lights, boat docks, boat ramps, drinking water wells, toilets, fish cleaning stations, pumpouts, hatchery raceways and grounds, and fishing piers/jetties, when there is no disturbance of soil in previously undisturbed areas. Repairs may include replacement of building materials, gravel placement, mowing, signing and fencing.
7. Lake and Stream Improvements -- Stream clearance of fallen timber and debris; maintenance and repair of wing dikes and deflectors, silt retention basins, deep water areas, fish attractors, spawning sites, and aeration systems; fertilization and edging; all on previously disturbed areas.
8. Signs and Boundary Markers -- Installation and maintenance of boundary and information signs.

9. Tree and Shrub Plantings -- Development of new tree plantings, replanting and care for same (except when plowing and planting in previously undisturbed soils or where archeological sites occur).

10. Herbaceous Seedings -- Establishment of grass and legume nesting cover and wildlife food plots (except when plowing and planting in previously undisturbed soils).

11. Vegetation Control -- Use of chemical sprays, mowing, plowing, discing, scraping, water drawdown, explosives or controlled burning to control noxious weeds or to improve vegetative cover (except when plowing, discing, scraping, planting, or using explosives in previously undisturbed soils).

12. Nest Structures -- Installation and maintenance of artificial nest boxes and platforms.

13. Project Administration -- Record keeping, cooperator contract management and related administrative duties.

14. Managed Public Hunts -- Providing direction and guidance to hunters, anglers and trappers under a controlled system. Hunting, fishing and trapping activities are allowed under regulations established by the Utah Wildlife Board.

15. Custodial Functions -- Inspection and protection of wildlife management areas.

16. Site Renovation -- Major cleanup activities that are not associated with buildings or structures. This can include removal of junked automobiles, farm equipment, and fence and trash piles that are less than 50 years old. This exclusion does not apply to projects which involve earth disturbance.

17. Disease Control -- Sanitation, collection and disposal of diseased animals.

18. Surveys of Use, Harvest and Populations -- Observations and investigations, report writing.

19. Boundary Surveys -- The delineation of the exact boundary of tracts of land. This activity is most often conducted for boundary fencing or land acquisition purposes.

20. Fish Stocking -- Releasing various species of sport or forage fish into suitable waters as part of a fisheries management program.

21. Fish and Wildlife Research -- Research activities undertaken by fisheries and/or wildlife biologists. Population sampling, census work, disease investigation and life history studies are examples of this type of activity.

22. Hunter Education -- Hunter safety education activities, including instruction and administration, that do not involve soil disturbance on previously undisturbed areas.

23. Aquatic and Wildlife Resource Education -- Classroom and outdoor aquatic education activities that do not involve soil disturbance on previously undisturbed areas.

24. Firebreaks -- Plowing or rototilling strips (except in previously undisturbed soils and/or where archeological sites occur). This practice is similar to tree planting and food plot establishment where soil disturbance is limited to the plow zone.

25. Wildlife Feeding and Watering Devices -- Repair, replacement and maintenance of existing structures, and installation of new structures as long as the activities do not involve disturbance of soil in previously undisturbed areas.

26. Terraces and Waterways -- Repair and maintenance of existing man-made soil and water conservation terraces and waterways on farmland as long as there is no disturbance of soil in previously undisturbed areas.

27. Potholes and Level Ditches -- Creation of deep, open water areas in existing, vegetative-choked marshes through the use of explosives or machines, (except in areas where archeological sites occur). Dredge disposal areas are not excluded from review under the terms of this agreement.

28. Aquatic Habitat Improvements -- Chemical fish renovation, aeration, fish feeders, in-lake artificial structure and vegetation plants and shoreline stabilization, when there is no disturbance of soil in previously undisturbed areas.

29. Development - The addition of new small scale structures, signs, toilets, fish cleaning stations, fishing piers/jetties, security lighting, picnic tables, boat docks and boat ramps in areas of existing facilities when there is no disturbance of soil in previously undisturbed sites.

DEFINITIONS

1. HISTORIC PROPERTY -- Means any prehistoric or historic district, site, building, structure, or object included in or eligible for inclusion in, the National Register. This term includes artifacts, records, and remains that are related to and located within such properties. The term "eligible for inclusion in the National Register" includes both properties formally determined as such by the Secretary of Interior and all other properties that meet the National Register criteria.

2. PREVIOUSLY DISTURBED AREAS -- Those land areas which have been subjected to agricultural or construction practices, prior to acquisition by the Utah Division of Wildlife Resources that involve disturbance of the land surface to a depth of at least 8 inches.

3. PREVIOUSLY DETERMINED NON-HISTORIC STRUCTURES INCLUDING DAMS AND DIKES -- Structures which, under earlier reviews, were found not to meet the National Register's criteria for evaluation strictly for being less than 45 years old. Structures that are 45 years old or older must be evaluated or re-evaluated regardless of prior review decisions (refer to 36 CFR 800.4(c)(1)).

Appendix G

Utah's Federally Listed Threatened (T), Endangered (E), and Candidate(C) Species For Rich County

Common Name	Scientific Name	Status
Black-footed Ferret - Unconfirmed	<i>Mustela nigripes</i>	E Extirpated
Canada Lynx - Possibly	<i>Lynx canadensis</i>	T

DEFINITIONS

E

A taxon that is listed by the U.S. Fish and Wildlife Service as "endangered" with the possibility of worldwide extinction.

E Experimental

An "endangered" taxon that is considered by the U.S. Fish and Wildlife Service to be "experimental and non-essential" in its designated use areas in Utah.

E, T, or C Extirpated

An "endangered," "threatened," or "candidate" taxon that is "extirpated" and considered by the U.S. Fish and Wildlife Service to no longer occur in Utah.

E or T Proposed

A taxon "proposed" to be listed as "endangered" or "threatened" by the U.S. Fish and Wildlife Service.

T

A taxon that is listed by the U.S. Fish and Wildlife Service as "threatened" with becoming endangered.

C

A taxon for which the U.S. Fish and Wildlife Service has on file sufficient information on biological vulnerability and threats to justify it being a "candidate" for listing as endangered or threatened.