


Date: January 24, 2022

To: Weber County Board of County Commissioners

From: Sean Wilkinson, AICP   
Director, Community Development Department

Subject: **Request for approval of a Memorandum of Agreement for the Federal Lands Access Program Causey Reservoir Access Project (UT FLAP Web 10(1))**

Agenda Date: February 1, 2022

Documents: Exhibit A: Memorandum of Agreement  
Exhibit B: Funds Transfer Agreement

---

**Summary:** In early 2020, Weber County, in conjunction with the U.S. Forest Service, applied to the Federal Lands Access Program for a project to improve access to Causey Reservoir. The Program Decision Committee approved the project on May 20, 2021. The project scope includes:

- Repaving 1.65 miles of Causey Road.
- Replacing the Beaver Creek Bridge.
- Repaving 0.43 miles of Skull Crack Road, including the addition of limited parking on the shoulder.
- Reconfiguring the intersection of Causey Road and Skull Crack Road.
- Realignment and expansion of the overflow parking area on Skull Crack Road.
- Repaving 0.63 miles of Wheatgrass Road and stabilizing sections where erosion has taken place, including improving drainage.
- Total project cost is estimated at \$11,450,000.

Weber County's costs for the project include:

- \$175,000 cash contribution (\$50,000 in March 2022 and \$125,000 in October 2024). This contribution would have been \$375,000 but the U.S. Forest Service Regional Office generously committed an additional \$200,000 match.
- Acquisition of property, if necessary, for replacement of the Beaver Creek Bridge.
- Utility relocation, if necessary, for replacement of the Beaver Creek Bridge.
- Weber County will continue to provide road maintenance at Causey Reservoir.

Preliminary engineering design will begin in March 2022 and construction is anticipated to take place in the 2025 federal fiscal year.

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**January 24, 2022**

DRAFT  
(NOT FOR SIGNATURE)

**Project / Facility Name:** UT FLAP WEB 10(1) Causey Reservoir Access

**Project Route:** Causey Road, Wheatgrass Road, and Skull Crack Canyon Road

**State:** UT

**County:** Weber County, UT

**Owner of Federal Lands to which the Project Provides Access:** U.S. Forest Service (USFS) and U.S. Bureau of Reclamation (BOR)

**Entity with Title or Maintenance Responsibility for Facility:** Weber County, UT

**Type of Work:**

Preliminary Engineering: Environmental compliance, preliminary and final design, all necessary permits

Right of Way: Acquisition of all right of way and easements needed for the project

Construction/Construction Contracting: Acquisition by contract of construction work in accordance with the (plans, specifications, and estimate

Construction Engineering: Administration of the construction contract

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), Weber County, U.S. Forest Service (USFS), and U.S. Bureau of Reclamation (BOR).

The Program Decision Committee approved this project on

May 20, 2021

Date

**AGREED:**

\_\_\_\_\_  
Scott Jenkins, Chair  
Weber County Board of County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Campbell  
Regional Engineer, Intermountain Region  
USFS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kent Kofford  
Provo Area Office Manager  
BOR

\_\_\_\_\_  
Date

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

---

Judy Salomonson  
Chief of Business Operations  
FHWA-CFLHD

---

Date

**A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental review, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the environmental review process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the environmental review process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Weber County and the USFS agrees to provide a matching share equal to 10.00% of the total cost of the project, as detailed more fully in Sections J and K below.

**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

**C. JURISDICTION AND MAINTENANCE COMMITMENT**

Weber County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

Weber County has coordinated project development with the USFS and BOR. The USFS and BOR support of the project is documented in the Utah Federal Lands Access Program Project Application for this project submitted by Weber County to FHWA-CFLHD. Each party to this agreement has a primary role in the environmental review process, design, or construction shall coordinate their activities with the USFS and BOR.

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

**E. PROJECT BACKGROUND/SCOPE**

**Project Purpose and Description:**

Causey Reservoir is located within Web County in northwestern Utah. Proposed improvements along Causey Road, Wheatgrass Canyon Road, and Skullcrack Road are needed to improve safety and provide better access and parking for Causey Reservoir visitors. The proposed improvements are mainly for vehicular and emergency access, but the road will be safer for hikers and cyclists with the proposed improvements. Additional parking will be provided for larger vehicles/trailers with canoes, kayaks, paddle boards, etc. and snowmobiles in the winter. Overall access and safety will be improved.

The purpose of this project is to address deteriorated pavement from heavy use, restore/stabilize shoulder/slopes, replace a deteriorated box culvert, and improve parking and safety.

The scope of the project has been adjusted from the Application. This includes adjusting the requested paved roadway width from 28 feet (ft) to 22 ft, adjustments to the requested project limits, and adjustments to the proposed reconstruction and rehabilitation limits.

Scoping activities determined the proposed project to include resurfacing, restoration and rehabilitation (3R) improvements on Causey Road, Skull Crack Road and Wheat Grass Canyon Road, along with associated drainage, safety, and parking lot improvements. The Project Partners are requesting that additional Options be advanced in design if additional funds become available. These Options are independent of each other and have been separated from the Base Schedule to allow flexibility in project planning.

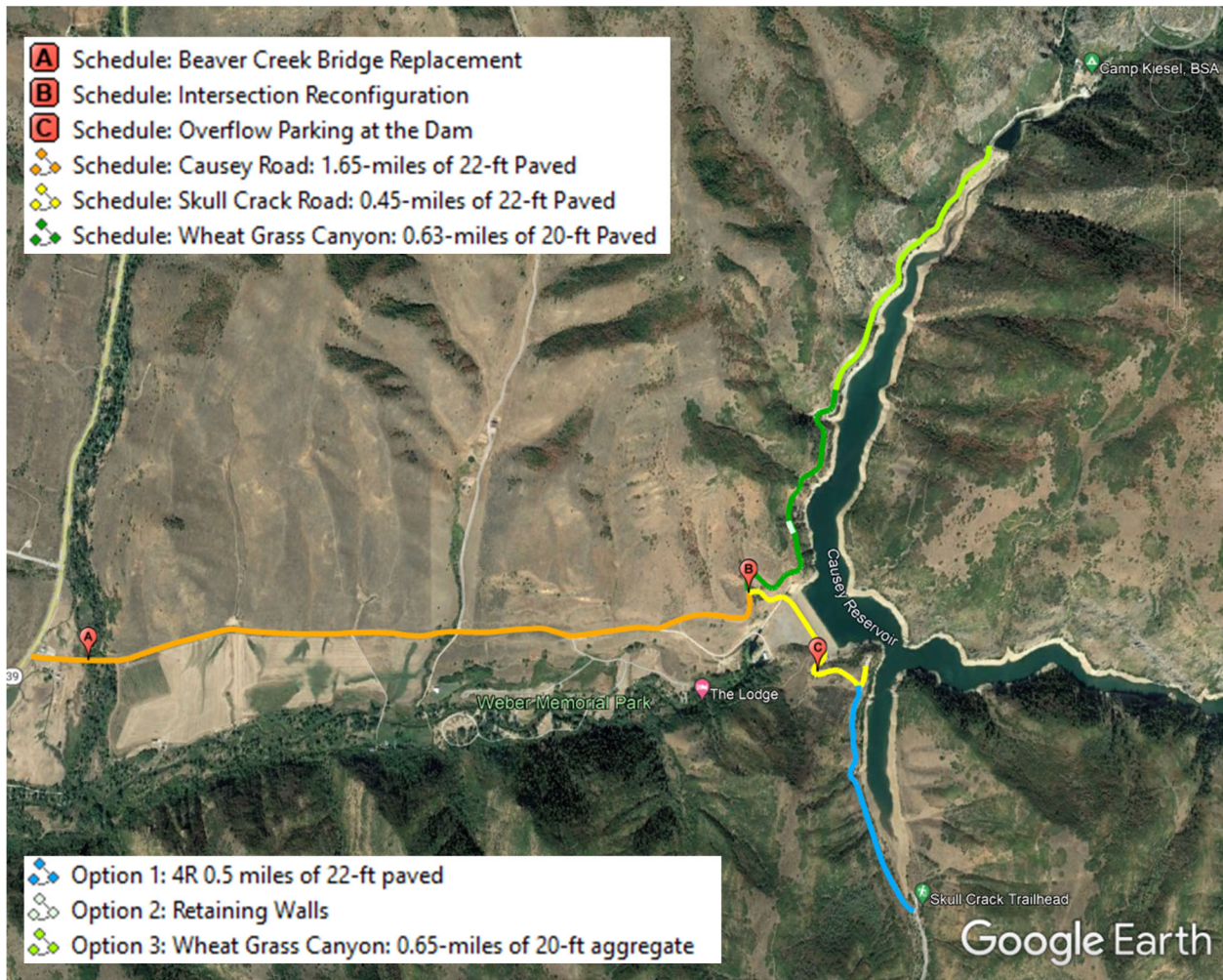
Schedule A and Options project elements are shown in Figure 1 and consists of:

- Schedule A:
  - Roadway Improvements:
    - Causey Road: 1.65 miles of 3R and Beaver Creek structure replacement, Pin A
    - Skull Crack Road: 0.43 miles of 3R
    - Wheat Grass Canyon Road: 0.63 miles of 3R. This will include stabilizing the portions of Wheat Grass Road embankment that has eroded and improve drainage; however, approximately 400 feet will be one lane, with a “proceed when clear” configuration.
  - Intersection Reconfiguration at Causey and Skull Crack, Pin B
  - Skull Crack Overflow Parking Lot Improvements: Realignment and expansion of overlook parking area, Pin C
- Options: These Options are independent of each other and have been separated from the Base Schedule to allow flexibility in project planning. The PDC approved Preliminary Engineering of the options, but did not provide additional construction funding. Options may be awarded if bids come in below available funding.
  - Skull Crack Road: 0.5 miles of 4R construction to include
    - Retaining walls
    - Formalized parking (about 10 spots) and pedestrian crossing
    - Drainage improvements

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

- Wheat Grass Canyon: 2 Retaining wall locations along Schedule A. Retaining wall construction will maintain a consistent roadway width and would be an additional \$1.7 million.
- Wheat Grass Canyon: 0.65 additional miles of 3R and parking lot reconfiguration.

**Figure 1: Schedule A and Options Project Elements**



**Highway Design and Safety**

**Typical Section and Alignment:**

FR 20139 (Causey Rd): Typical section will be 3R approach with anticipated 22 ft paved surface. Culverts will be replaced and ditches will be rehabilitated where feasible. Beaver Creek Structure will be replaced. The intersection with Skull Crack Road will be reconstructed so that through traffic will continue to Skull Crack Road rather than Wheat Grass Road.

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

FR 20016 (Skull Crack Rd): Typical section will include a 22 ft paved top with 11 ft lanes and gravel ditch shoulders. At the overlook/dam access area, Skull Crack Road will be realigned and overlook parking area expanded/reconfigured to facilitate pedestrian access to the Dam and lake access trails. Option 1 includes reconstruction of Skull Crack Road to 24 ft width. There will be an additional parallel parking for ten cars where cars currently park on the shoulder which limits access for emergency vehicles.

FR 20139 (Wheat Grass Rd): Typical section will be 20 ft through the paved areas, unless that cannot be reasonably achieved. The narrowest section should be an 11 ft, single lane, with gravel shoulder ditches. Scope will also include cleaning up ditches, minor widening to create as uniform a road profile as possible, and adding diagonal pull-in parking near the turn around.

Typical pavement section is anticipated to be 3 inches asphalt overlay over either 6 inches of aggregate base course or 6 inches full depth reclamation (FDR) in paved 3R segments, except the last 0.65 miles of Wheat Grass Road which will remain an aggregate surface.

Blind curves will be addressed on a case by case basis. But due to the nature of the soils, we will have to be careful what slopes we choose to open up for realignment. All partners agreed they would like to realign the initial three-way intersection to make the right hand turn the most obvious choice for those seeking water access. This would keep cars off the more dangerous single-lane sections of road on Wheat Grass Road, which has limited access for SUP boards and even more limited parking.

**Other:** No trail work is included. Parking areas at both ends of the project (Wheatgrass and Skull Crack Canyon) may be included. This depends on the ability of the USFS/County to secure state funding to complete this work in a more timely fashion. If they are unable to attain state funding, the parking lots will be roughed in and we will be responsible for paving. We will also add several parallel and pull in parking areas on Wheat Grass and Skull Crack Roads.

The Land and Dam Managers agreed to ban public parking in several areas. They have agreed to chain off the parking on both sides of the Spillway. The parking in front of the boy scout camp will only be used for a turn around and not for parking. The current parking below the overlook on Skull Crack Road, just after crossing the dam, will be limited to loading and unloading. Parallel parking in the area in front of the proposed emergency boat ramp will also be prohibited. These changes will increase safety and movement through the recreational area and allow for the land managers more efficient use when they need it most.

**Safety and Design Exceptions:** Adequate safety measures, such as guardrail have been included. Removal of guardrail is recommended along Wheatgrass Road near Boy Scout Camp entrance where overgrown shrubs have even hidden the guardrail.

This project will address one problematic three-way intersection, several unsafe areas where the road is washing away, and change the parking and movement patterns to allow for emergency personnel access as well as making the flow of traffic safer.

**Pavement**

The existing asphalt was found to be in poor condition. The existing pavement exhibits transverse, longitudinal, block, fatigue, and edge cracking that comes with an old age hardened road. The pavement recommendation for the project is to pulverize the existing paved road segments and overlay with hot asphalt concrete pavement. Road segments and parking lots that are not currently paved to be reconditioned,

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

overlayed with new crushed aggregate base, and hot asphalt concrete pavement. The eastern 0.65 Miles of Wheat Grass Canyon Road to be reconditioned and overlayed with a layer of aggregate surface course. A subgrade investigation will be required for the pavement design.

**Right of Way**

Causey Road has landowners on both sides whereas the USFS owns most of the land adjacent to the Wheat Grass and Skull Crack roads leading to the Boy Scout Camp and Causey Estates residents, respectively. We anticipate needing private property acquisition at the Beaver Creek structure replacement, a HED with the FS, and some coordination with BOR/Weber Basin. ROW acquisition is anticipated to be led and paid for by the County.

**Utilities**

There is one overhead line from the main road to the boy scout camp and a cable/phone line in the uphill ditch along Causey Road. One pole will need to be relocated to allow for the reroute of the Skull Crack entrance tee intersection, and another adjacent pole may also be required for the anticipated curve correction. The underground Phone/Cable line is assumed to require relocation at the Beaver Creek structure replacement location. Additional underground utilities have not been confirmed and are unlikely near the reservoir. Utility relocations are anticipated to be led, and paid for, and conducted prior to construction by the County.

**Survey**

Survey will be needed throughout the project. Due to the accessibility (single lane, steep, blind curves, unstable slopes), drone may be preferable. If not, additional survey will be needed to cover the realignment areas.

**Geotechnical**

There are five locations along Wheat Grass road where the outboard slope of the roadway has experienced failure downslope. Currently there are concrete barriers around these failures but headward erosion can continue into the roadway. Slopes above the road range from erodible gravels, cobbles and boulders to fractured rock cuts and both types are producing debris into the roadway.

Repairs to the failed outboard slopes below the road are required to reestablish roadway width. Road cuts above have limited treatment options since expanding the cuts further into the hillside would require significant effort, requiring some surficial stabilization system (pinned mesh, draped mesh, rock bolts or dowels, etc.). Widening of the entire road alignment above the reservoir could be achieved by constructing a retaining wall system for the entire length or by lowering the grade of the road until sufficient width is obtained, provided the cut slopes stability above the road is maintained.

A geotechnical drilling investigation will need to be performed in the roadway to determine thickness of road fill overburden and the quality of the bedrock below. The narrow road will limit the ability to pass traffic around the drilling operations. Water sources for drilling will need to be obtained. Drilling operations will encounter cobbles, boulders and hard quartzite rock. These difficult drilling conditions warrant down-hole-hammering systems such as ODEX, Symmetrix or Robit to advance through the overburden and then a wireline coring system to recover rock core.

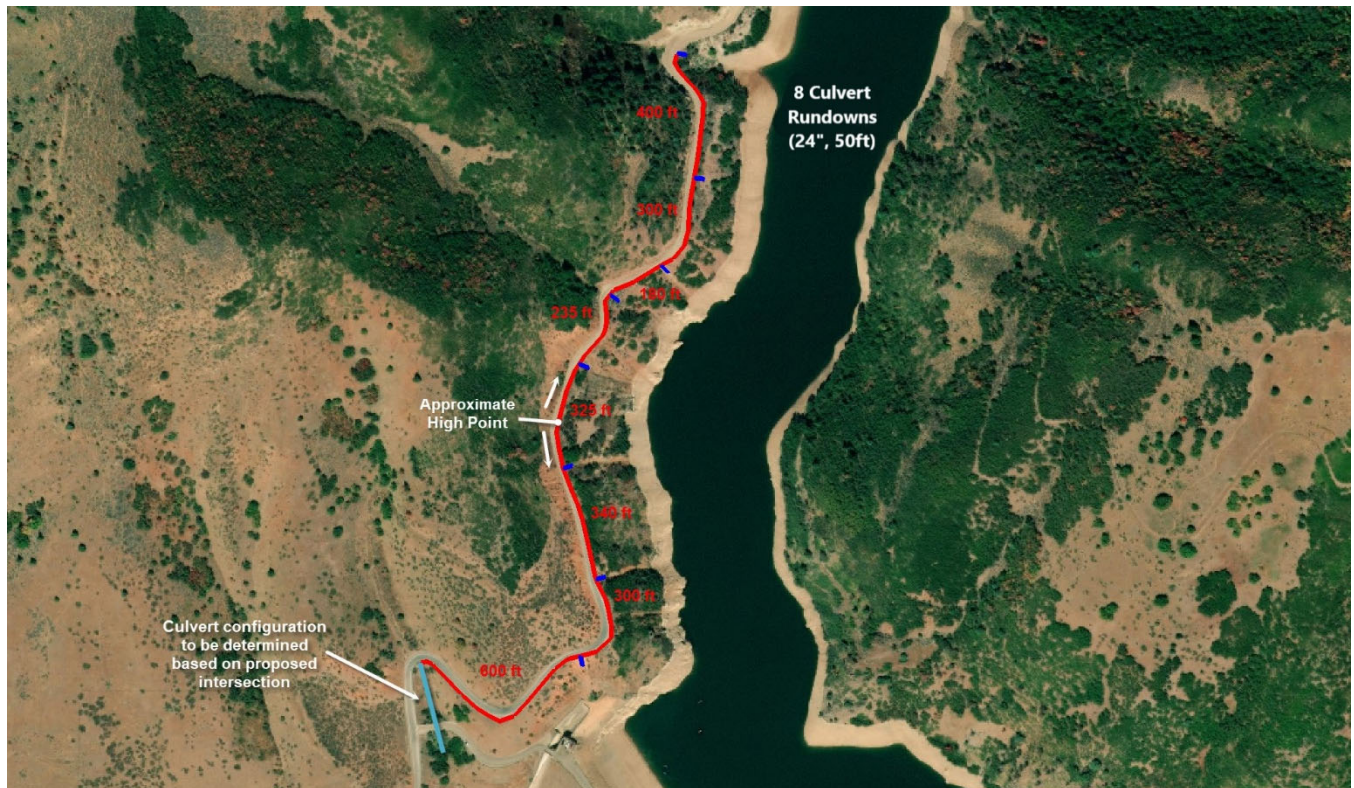
**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

**Hydrology/Hydraulics**

Existing structure located along Beaver Creek (at the very beginning of project along Causey Road) and the large steel plate pipe culvert near the Skull Crack Trailhead parking lot exhibits structure and channel degradation and needs to be replaced. Aquatic Organism Passage (AOP) will be evaluated in the crossing designs.

There are multiple hillslope erosion locations requiring drainage analysis. Surface water runoff is causing the erosion problems downslope and rockfall to occur into the road. Recommended adding 8 additional run downs of 50 ft long to shed the water along Wheat Grass Road. Figure 2 provides approximate drainage improvement locations that may be incorporated into the design after detailed hydrology and hydraulics for replacement of major and minor drainage structures in project corridor.

**Figure 2: Conceptual Drainage Improvement Locations**



**Bridge/Structures**

The existing Beaver Creek structure is a 30 ft wide by 18 ft long by 7 ft tall structure and approximately 50 years old. The bridge is on a local road outside the forest. The existing paved asphalt roadway width is 20 ft.

A standard 4 sided 12 inches precast box culvert. The culvert will be on a skew. Headwalls and wingwalls will be included in the structural design. A minimum of 11 ft lanes and 4 ft shoulders. Standard UDOT open guardrail. A grade raise is considered to be out of the scope of this project.



**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

Replacing Causey Road Beaver Creek Structure will increase safety for vehicles and provide a more natural stream flow.

**Environment and Permits**

Environmental compliance will include preparation of biology and cultural technical studies, including fieldwork, background research, and report preparation; coordination with Native American tribes, property owners, and other federal and state agencies; documentation of NEPA compliance via a Categorical Exclusion; and acquisition of permits in compliance with the Clean Water Act. Key resource issues to be addressed include special-status species, historic properties, recreational uses, wetlands, and stream crossings. Standard construction practices and mitigation measures are anticipated to be adequate for addressing resource impacts.

**Construction**

One to two seasons depending on the magnitude of the fixes (MSE Walls/ Soil Stabilization) necessary at the areas experiencing deterioration as well as temporary traffic control measures needed. Extended weekday closures are anticipated to be needed to complete in one season.

**F. PROJECT BUDGET**

<b>Item</b>	<b>Estimated Cost</b>	<b>Comments</b>
Preliminary Engineering (PE) and Environmental Compliance	\$1,500,000	Includes Scoping Costs and design of the Schedule A and Options
ROW Acquisition & Utility Relocation	\$20,000	\$10,000 ROW Acquisition \$10,000 Utility Relocation Paid by Applicant
Construction Contract (CN)	\$7,900,000	Escalated to FY25. Includes only Schedule A. If the bid prices are within the available funding, potentially one or more Options will be awarded.
Construction Engineering (CE)	\$980,000	
Contingency	\$1,050,000	Contingency
<b>Total</b>	<b>\$11,450,000</b>	

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

**G. ROLES AND RESPONSIBILITIES**

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> <li>• Develop and sign this Memorandum of Agreement</li> <li>• Manage project schedule and all project costs</li> <li>• Lead the development of the plans, specifications, and estimate (PS&amp;E) in accordance with FHWA-CFLHD standards, policy and guidance (note that engineering deliverables prepared by federal employees will not be signed or stamped)</li> <li>• Document any design exceptions to the AASHTO standards, agreed upon by the project team, on FHWA-CFLHD’s highway design standards form</li> <li>• Lead all federal environmental compliance (including, but not limited to, NEPA, the National Historic Preservation Act, and the Endangered Species Act)</li> <li>• Prepare and approve environmental documents and make project decisions based on the documents</li> <li>• Conduct ROW research and obtain title reports for private parcels as required</li> <li>• Prepare right-of-way plans, legal descriptions, and other documents required for a Highway Easement Deed and any private parcels to be acquired</li> <li>• Identify utility conflicts and prepare utility conflict maps</li> <li>• Conduct preliminary engineering towards the development of the PS&amp;E construction contract package</li> <li>• Ensure all permits required for Federally constructed projects are obtained</li> <li>• Advertise and award the contract (bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications and provided signed ROW and utility certifications)</li> <li>• Perform construction engineering/administration of the construction contract</li> <li>• Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Provide a Project Engineer on site for construction administration</li> <li>• Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction is consistent with the PS&amp;E</li> </ul>	

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>• Ensure that the contractor will bear all expenses of maintaining traffic, other than snow removal and normal state, county, and city maintenance work</li> <li>• Verify adherence to environmental documents and permits</li> <li>• Set up and lead final inspection upon completion of construction</li> </ul>	
Weber County	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement and other required financial agreements to satisfy match requirements or overmatch, if necessary, within sixty days of receiving the notification letter</li> <li>• Attend reviews and meetings</li> <li>• Provide available data, including on traffic, crashes, material sources, construction costs, agreements, and other technical subjects, within two weeks of request</li> <li>• Review the environmental documents, plans, estimate, and specifications at each phase of design, and provide comments within two weeks of receipt</li> <li>• Coordinate with FHWA-CFLHD on environmental related issues</li> <li>• Coordinate with the other parties to create an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed PS&amp;E documents are consistent with the intended outcome</li> <li>• Acquire and fund appropriate local and state permits prior to advertisement of the project</li> <li>• Provide survey grade ROW mapping and a list of property owners (names and addresses) along the project corridor prior to project scoping</li> <li>• Review ROW plans and legal descriptions provided by FHWA-CFLHD</li> <li>• Acquire ROW and Temporary Construction Easements (TCEs) if necessary</li> <li>• Conduct value findings or appraisals for Fair Market Values</li> <li>• Approve value findings or appraisals for Fair Market Values</li> <li>• Prepare offers to landowners</li> </ul>	<p>ROW acquisition is to be led and paid for by Weber County as part of the in-kind match.</p>

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>• Conduct ROW negotiations as necessary to acquire adequate rights from private landowners</li> <li>• Sign statement of legal sufficiency upon review of the draft Highway Easement Deed</li> <li>• Accept and record the Highway Easement Deed upon receipt</li> <li>• Complete all ROW activities prior to advertisement of the project</li> <li>• Sign FHWA-CFLHD Right of Way Certification certifying that all rights on private property necessary to construct, operate, and maintain the road have been obtained</li> <li>• Obtain all rights necessary to construct, operate, and maintain the facility</li> <li>• Provide all available utility information and identify key points of contact for coordination with utility companies</li> <li>• Request utility surface locates prior to topographic survey by FHWA-CFLHD</li> <li>• Coordinate utility relocations if necessary, per scope described above</li> <li>• Sign FHWA-CFLHD Utility Certification</li> <li>• Provide overall direction regarding agency policy and administration for the project</li> <li>• Concur with the final plans and specifications</li> <li>• Issue required encroachment permits at no cost to FHWA-CFLHD</li> <li>• Develop a public information plan in coordination with FHWA-CFLHD and the FLMA</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for FHWA-CFLHD’s construction staff during construction</li> <li>• Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&amp;E</li> <li>• Attend a final inspection and approve and provide final acceptance upon completion of construction</li> </ul>	<p>Utility relocates are to be lead, paid for, and conducted prior to construction by Weber County as part of the in-kind match.</p>

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>• Upon final acceptance of the project, assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted</li> <li>• Provide long term maintenance and operation of the project upon completion</li> <li>• Perform reviews and provide information needed to support FHWA-CFLHD in resolution of contract disputes.</li> </ul>	
USFS	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement within 60 days of receiving the notification letter</li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to existing agreements or technical data</li> <li>• Review the environmental documents, plans and specifications at each phase of design, and provide comments within two weeks</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed PS&amp;E documents are consistent with the intended outcome</li> <li>• Provide overall direction regarding FLMA policy and administration for the project</li> <li>• Concur with the final plans and specifications</li> <li>• If required, issue a right of entry and Letter of Consent to transfer a Highway Easement Deed within 4 months of receipt of request</li> <li>• Provide a fire plan for incorporation into the Special Contract Requirements or approve the use of standard specification language</li> <li>• Coordinate with FHWA-CFLHD to identify an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements</li> <li>• Provide support to FHWA-CFLHD (respond to questions regarding environmental issues), as requested, for the development of environmental documents</li> <li>• Develop a public information program in coordination with FHWA-CFLHD and the maintaining agency</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> </ul>	

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>• Designate a representative who will be the primary contact for the FHWA-CFLHD’s Construction staff</li> <li>• Continue to update and implement the public information program</li> <li>• Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&amp;E</li> <li>• Attend final inspection upon completion of construction</li> </ul>	
BOR	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement within 60 days of receiving the notification letter</li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to existing agreements or technical data</li> <li>• Review the environmental documents, plans and specifications at each phase of design, and provide comments within two weeks</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed PS&amp;E documents are consistent with the intended outcome</li> <li>• Provide overall direction regarding FLMA policy and administration for the project</li> <li>• Concur with the final plans and specifications</li> <li>• If required, issue a right of entry and Letter of Consent to transfer a Highway Easement Deed within 4 months of receipt of request</li> <li>• Provide a fire plan for incorporation into the Special Contract Requirements or approve the use of standard specification language</li> <li>• Coordinate with FHWA-CFLHD to identify an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements</li> <li>• Provide support to FHWA-CFLHD (respond to questions regarding environmental issues), as requested, for the development of environmental documents</li> <li>• Develop a public information program in coordination with FHWA-CFLHD and the maintaining agency</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> </ul>	

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>• Designate a representative who will be the primary contact for the FHWA-CFLHD’s Construction staff</li> <li>• Continue to update and implement the public information program</li> <li>• Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&amp;E</li> <li>• Attend final inspection upon completion of construction</li> </ul>	

**H. ROLES AND RESPONSIBILITIES—SCHEDULE**

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
Maintaining Agency	Signed MOA and other financial documents	March 2022	
FHWA-CFLHD	30% Design	October 2022	
FHWA-CFLHD	70% Design	October 2023	
FHWA-CFLHD	Environmental Compliance	March 2024	Development and completion of environmental studies and documentation
FHWA-CFLHD	95% Design	May 2024	
Maintaining Agency	Signed ROW and Utility Certifications	June 2024	
FHWA-CFLHD	Final Design	June 2024	Development of PS&E
FHWA-CFLHD	Obtain appropriate Permits	March 2025	
Maintaining agency	Obtain appropriate local and state permits	March 2025	
FHWA-CFLHD	Advertise, Award and NTP	December 2024	
FHWA-CFLHD	Administer Construction Contract	Spring 2025	Construction Engineering

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	Causey Road – Rural Minor Arterial Skull Crack Road – Recreational Road Wheat Grass Road – Recreational Road	
Surface Type	Asphalt	
Design Volume	ADT 200	Weekend seasonal traffic (during the summer) can get up to 3,000 cars per day.

**J. FUNDING**

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$10,305,000	90.00%	
USFS - Federal Lands Transportation Program	\$950,000	8.30%	
Weber County	\$175,000	1.70%	Cash Match-FTA first installment required by March 2022.
	\$10,000		In-Kind Match – ROW Acquisition
	\$10,000		In-Kind Match – Utility Relocates
<b>Total</b>	<b>\$11,450,000</b>		

Weber County and USFS is responsible for support costs incurred in completing the roles and responsibilities detailed in Section G. These costs will not be included in the total project cost and are the financial responsibility of the applicant in addition to the funding as described in the table above.

If during implementation of the project it is determined that the total project cost exceeds \$11,450,000, the Central Federal Lands Highway Division, Weber County, the USFS, and BOR will either mutually agree to reduce the scope of the project, or execute a modification to this agreement to change funding amounts.



**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

**K. MATCHING SHARE REQUIREMENTS**

Weber County and the USFS will provide non-Federal matching funds of 10.00% of the total Federal Lands Access Program eligible project costs required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements.

The USFS will provide Federal Lands Transportation Program matching funds of \$950,000 of the total Federal Lands Access Program eligible project costs required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements.

For allowed in-kind contributions, submit paid invoices to the CFLHD Project Manager following the Utah Department of Transportation Local Public Agency Manual or other mutually agreed upon format. Only in-kind contributions up to the amount shown in Section J are allowed, unless a modification is executed to the agreement changing funding amounts. If the in-kind contributions total less than what is shown in Section J, then the cash contribution is to be increased proportionally.

The anticipated in-kind contributions are:

- Compensation to owners for right of way from private parcels. The estimated cost is \$10,000.
- Compensation for relocation of the following utility facilities for a total estimated cost of \$10,000.
  - Overhead power and/or communication line poles.
  - Underground communication line at Beaver Creek structure replacement.

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section J.

**L. PROJECT TEAM MEMBERS—POINTS OF CONTACT**

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

<b>Name/Title</b>	<b>Organization</b>	<b>Phone Number/Email</b>
Sean Wilkinson	Weber County	(801) 399-8765 <a href="mailto:swilkinson@webercountyutah.gov">swilkinson@webercountyutah.gov</a>
Sean Harwood, Ogden District Ranger (or) Ryan Stone, Forest Engineer	USFS	(801) 628-5249 <a href="mailto:sean.harwood@usda.gov">sean.harwood@usda.gov</a> (801) 851-0236 <a href="mailto:ryan.stone@usda.gov">ryan.stone@usda.gov</a>
Dave Snyder Outdoor Recreation Planner	BOR	(801) 379-1185 <a href="mailto:dsnyder@usbr.gov">dsnyder@usbr.gov</a>
Tammy Eggers FHWA Project Manager	FHWA-CFLHD	(720) 963-3397 <a href="mailto:tammy.eggers@dot.gov">tammy.eggers@dot.gov</a>

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

**M. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes requiring agreement of all parties include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; and changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

**N. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<b>FHWA-CFLHD</b>	<b>Weber County</b>	<b>BOR</b>	<b>USFS</b>	<b>Time</b>
Tammy Eggers, Project Manager	Sean Wilkinson, Director, Community Development Department	Dave Snyder, Outdoor Recreation Planner	Sean Harwood, District Ranger	30 days
Wendy Longley, Project Management Branch Chief	Gage Froerer, Board of County Commissioners	Jeff Hearty, Water Resources Group Chief	Justin Humble, Regional Federal Highways Liaison	60 days
Curtis Scott, Chief of Engineering	Gage Froerer, Board of County Commissioners	Ben Woolf, Water, Environmental, and Lands Division Manager	Christopher Campbell, Director of Engineering	90 days

**O. TERMINATION**

This agreement may be terminated by a funding party upon 30 calendar days after written notice to the other parties. This agreement may also be terminated if either the environmental review (or other state environmental compliance) process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**January 24, 2022**

funding parties' financial liabilities shall be in the amount of the applicable share percentages of the total reasonable costs expended on the project prior to the effective date of termination. Reasonable costs shall include all items/services rendered and the costs of any non-cancelable obligations incurred prior to the effective date of termination.

FEDERAL HIGHWAY ADMINISTRATION  
FEDERAL LANDS HIGHWAY

Exhibit B

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-22-K-500022  
UT FLAP WEB 10(1) Causey Reservoir Access  
January 24, 2022

DRAFT  
(NOT FOR SIGNATURE)

**Agency providing funding:** Weber County

**Agreement amount:** \$175,000.00

**Period of Performance:** From date of signature below to January 22, 2026.

**Agency receiving funding:** Central Federal Lands Highway Division (CFLHD)

This Funds Transfer Agreement (FTA) is to confirm that Weber County has committed to provide, through electronic funds transfer, \$175,000.00 (Assumes County will incur \$10,000.00 in right of way and \$10,000.00 in utility relocates for a total of \$20,000.00 as an in-kind match) to CFLHD for the UT FLAP WEB 10(1) Causey Reservoir Access project to meet the matching requirements and all conditions set forth in the Memorandum of Agreement (MOA) dated 01.24.2022. The Government will bill the providing agency upon execution of this Agreement. Payment is due by the date listed in the table below.

FUNDS TRANSFER SUMMARY					
Phase	Amount	Due	Received	Modification #	Comment
PE	\$50,000.00	03.15.2022		Original	Cash Match on Total Project Costs
CE/CN	\$125,000.00	10.24.2024		Original	Cash Match on Total Project Costs
Total:	\$175,000.00				

AGENCY FINANCIAL AND CONTACT INFORMATION		
	Weber County	Central Federal Lands Highway Division
DUNS #	073-101-917	126-129-936
Financial Contact Information		
Name	Scott Parke, CPA	Suzanne Schmidt
Phone	801-399-8487	(720) 963-3356
E-mail	<a href="mailto:sparke@webercountyutah.gov">sparke@webercountyutah.gov</a>	<a href="mailto:Suzanne.schmidt@dot.gov">Suzanne.schmidt@dot.gov</a>
Address	2380 Washington Blvd., Suite 320 Ogden, UT 84401	12300 W. Dakota Ave. Lakewood, CO 80228
Project Contact Information		
Name	Sean Wilkinson	Tammy Eggers
Phone	(801) 399-8765	(720) 963-3687
E-mail	<a href="mailto:swilkinson@webercountyutah.gov">swilkinson@webercountyutah.gov</a>	<a href="mailto:tammy.eggers@dot.gov">tammy.eggers@dot.gov</a>

CFLHD is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the CFLHD. Regardless of the estimated costs stated in the MOA, Weber County and the USFS will provide 10.00% of the total Federal Lands Access Program cost required for the project, or \$1,145,000.00, whichever is greater, through the construction, closeout, and resolution of any disputes. The USFS will provide Federal Lands Transportation Program matching funds of \$950,000.00.

FEDERAL HIGHWAY ADMINISTRATION  
FEDERAL LANDS HIGHWAY

DRAFT  
(NOT FOR SIGNATURE)

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-22-K-500022  
UT FLAP WEB 10(1) Causey Reservoir Access  
January 24, 2022

CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this Agreement.

Scott Jenkins Weber County	Date	Contracting Officer Central Federal Lands Highway Division	Date
-------------------------------	------	---	------

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA Agreement Number.

Option 1 (Preferred Method)

Plastic card or Automatic Clearing House Payment (ACH Direct Debit)

- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

Mail check payment to the following address for Paper Check Conversion (PCC) processing:

Make Check Payable To:  
DOT FHWA

Mailing Address:  
Enterprise Service Center  
Federal Aviation Administration  
ATTN: AMZ-324/HQ Room 181  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

Notice to customers making payment by check:

- Please notify [cfl.finance@dot.gov](mailto:cfl.finance@dot.gov) if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

*Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at:*

[https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl\\_otcnet.htm](https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl_otcnet.htm)

*or call toll free: at 1-866-945-7920 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.*