



The Regular Meeting of the Brian Head Town Council
acting as the governing body for the Brian Head
Community Development Agency (CDA)
Brian Head Town Hall – Council Chambers
56 North Highway 143 – Brian Head, UT 84719

[www.Zoom.us \(Click Here\)](https://www.Zoom.us/Click Here)

Via Zoom Meeting ID# 810 7727 4757

TUESDAY, JUNE 11, 2024 @ 1:00 PM

AGENDA

- A. CALL TO ORDER**
- B. PLEDGE ALLEGIANCE**
- C. DISCLOSURES**
- D. APPROVAL OF THE MINUTES: April 23, 2024 Town Council Meeting**
- E. REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS.** Public input is limited to three (3) minutes on non-agenda items.
- F. AGENDA ITEMS:**
 - 1. CODE ENFORCEMENT REPORT: Amanda Hunter, Code Enforcement.** Amanda will give a Code Enforcement Update to the Council.
 - 2. BRIAN HEAD PEAK HUT RESTORATION UPDATE.** Bret Howser, Town Manager. Representatives from the Forest Service will give a presentation on the Brian Head Peak Hut Restoration Project.
 - 3. HIDDEN SPRINGS PRELIMINARY PLAT APPROVAL.** Lester Ross, Building & Planning Official. The Council will review the Preliminary Plat for the Hidden Springs Subdivision.
 - 4. FISCAL YEAR 2024 BRIAN HEAD TOWN/RDA BUDGET(S) ADOPTION.** Shane Williamson, Town Treasurer. The Council acting as the governing body for the Brian Head RDA will consider an ordinance/resolution for the FY2025 Town & RDA Budgets ending June 30, 2025.
 - 5. WATER & SEWER CAPITAL FACILITY PLAN AMENDMENT.** Aldo Biasi, Public Works Director. The Council will consider an ordinance amending the Capital Facility Plan for Water & Sewer to include two indexes to the Plan.
 - 6. SNOWSHOE/TOBOGGAN SEWER LINE PROJECT BID AWARD.** Aldo Biasi, Public Works Director. The Council will award the contract for the Snowshoe/Toboggan Sewer Line Project. .
 - 7. SALT PILE WELL BID AWARD.** Aldo Biasi, Public Works Director. The Council will award the contract for the Salt Pile Well Project.
 - 8. FUTURE AGENDA ITEMS.** The Council will discuss potential items for future agendas..
- G. ADJOURNMENT**

Date: June 7, 2024



Available to Board Members as per Ordinance No. 11-003 authorizes public bodies, including the Town, to establish written procedures governing the calling and holding of electronic meetings at which one or more members of the public board may participate by means of electronic communications. In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029 at least three days in advance of the meeting.

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda in three conspicuous locations; the Post Office, The Mall, and the Brian Head Town Hall and have posted copies on the Utah Meeting Notice Website and the Brian Head Town website and have caused a copy of this notice to be delivered to the Daily Spectrum, a newspaper of general circulation.

Nancy Leigh, Town Clerk



Code Enforcement

November 2023 - April 2024

The months of November - April have been steady with parking. Listed below are the stats for the months:

Warnings Issued: Total: 106

- Attractive Nuisances: 0
- Accessory Structure violations (connex boxes): 0
- Illegal Fences: 0
- Temporary Signs: 0
- Operating without a license: 13
- Excavating/Grading without permit: 0
- Modification of CUP: 0
- Camping: 1
- Construction without a permit: 0
- Minor Alterations: 0
- Parking: 91
- Parking strike against STR: 1

Citations Issued: 0

- Operating without a License (STR): 0
- Temporary Sign: 0
- Accessory Structure: 0

Resolved Warnings & Citations: Total: 93

- Operating without a license: 0
- Illegal Fence: 0
- Attractive Nuisance: 0
- Temp Sign: 0
- Tree Removal: 0
- Accessory Structure Violations: 0
- Excavating/Grading without permit: 0
- Modification of CUP: 0
- Camping: 1
- Temporary Signs: 0
- Minor Alterations: 0
- Parking: 91
- Parking Strike against STR: 1

Code Enforcement is currently working on minor alteration and dumpster at construction sites throughout the Town. Most people have been cooperative, but there have been a few that have expressed their concern about minor alterations and how it is unknown that they need to have a permit to fix their home up.

If you have any questions on what's happening in Code Enforcement, please do not hesitate to contact me.



BRIAN HEAD

STAFF REPORT TO THE TOWN COUNCIL

ITEM: BRIAN HEAD PEAK HUT RESTORATION UPDATE

AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: June 11, 2024
TYPE OF ITEM: Informational

SUMMARY:

The Council will hear a report from Danny Strand of the US Forest Service who is heading up the project to restore the Brian Head peak hut.

BACKGROUND:

The observation hut originally built on Brian Head peak in the 1930's as a Civilian Conservation Corps project in the 1930's was destroyed by wind in fall 2022. The Town Council has listed as a strategic priority to assist the forest service in their efforts to restore the structure. This effort is currently in the planning stage, and Danny Strand who is heading up the project for the Dixie National Forest will provide the Council with an update. The Council may discuss areas where the Town may lend assistance.

The following information was provided by the Forest Service ahead of their presentation:

Here is an overview of what we've done so far, where we are at now, and where we are headed moving forward with the Brian Head Peak Project so you and your team are aware of the details.

Past-

- Identified need to reconstruct the historic CCC Brian Head Peak Overlook as its value to the local communities and visitors is extremely high.
- Dixie NF, Zion Forever, and Visit Iron County-Brian Head started discussions about project details, scope of work, and outlined duties and funding needed.
- Agreements were signed by all parties to allow for project implementation, collaboration and transfer of monies.
- Received \$35,000 grant from Visit Iron County-Brian Head to get the project off the ground. This was then featured in St. George News and gathered the attention of the public.

Present-

- Through media attention, a private contractor, Benjamin Barlow of Summit Building LLC, reached out offering his expertise, equipment, and services to help cut costs and expedite the project.
- Dixie NF has contacted [Historicorps](#) to help assist with efforts of the project such as engineering plans, SHPO, volunteers, rock workers, project managers, etc. Discussions are currently ongoing. Once snow melts, they will come evaluate the project.
- Zion Forever just released their [2024 Field Guide - Zion National Park Forever Project \(zionpark.org\)](#) this last week featuring our new partnership, raising awareness of the project, and fundraising requests.
- Conversations are continuing between many partners to get adequate funding, personnel, and contracts in place to get the peak restored.

Future-

- Continue to put pieces in place with all partners and contractors to keep project on track for completion of August 2025
- Develop new kiosk and 3 interpretive and educational signs highlighting history of peak overlook, recreation opportunities/trails, and views seen from the peak.
- All funding is secured and contracts in place to complete the project in designated time.
- Grand re-opening and ribbon cutting at Brian Head Peak Overlook with stakeholders and public.

Also, here are some links to articles that have been published on our efforts and some historic CCC photos for reference. Let me know if you have any questions. Thanks, and see you next week!

- News article discussing Brian Head Peak Overlook and new partnership: [Dixie National Forest, Zion Forever nonprofit teaming up to preserve and improve southern Utah's public lands \(sltrib.com\)](https://www.sltrib.com/story/news/local/2024/08/28/dixie-national-forest-zion-forever-nonprofit-teaming-up-to-preserve-and-improve-southern-utahs-public-lands/1234567890)
- News article highlighting the Brian Head Peak Project and fundraising efforts: Preserving a landmark: [Restoration efforts underway for Brian Head Overlook Tower - St George News \(stgeorgeutah.com\)](https://www.stgeorgeutah.com/news/restoration-efforts-underway-for-brian-head-overlook-tower)
- Historic CCC photos of the Brian Head Peak original build in the 1930's: [Search Results - SUU Digital Library](https://www.suu.edu/digital-library/search-results)

FINANCIAL IMPLICATIONS:

N/A

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

N/A

PROPOSED MOTION:

N/A

ATTACHMENTS:

N/A



STAFF REPORT TO THE TOWN COUNCIL

ITEM: PRELIMINARY PLAT REVIEW – HIDDEN SPRINGS

AUTHOR: Lester Ross
DEPARTMENT: Administration
DATE: June 11, 2024
TYPE OF ITEM: Administrative Action

SUMMARY:

The Town Council will review the Preliminary Plat proposed by Ammil Development for Hidden Springs for a new multifamily townhome subdivision on Pine Tree way.

BACKGROUND:

On September 14, 2023, staff received an application for a Schematic Plan review for a new subdivision on four unsubdivided parcels on Pine tree way between Copper Chase, Elevate and Pine Tree Condos and along the east side of Pine Tree Way. These parcels are currently zoned R-3 Multi-Family Residential.

On April 24, 2024, staff received an application for a Preliminary plat for the Hidden Springs

ON May 21, 2024, the Planning commission held a public hearing and discussion for the Hidden Springs subdivision. Some of the public comments were

- Parking and Access to A-frame cabins
- Slope of Road A and C
- Storm water storage and Landside possibility
- Access to pine Tree condos during construction
- Removal of trees
- Land stability
- ADA compatible units
- Unit 38 parking and access
- Tree removal between unit 38 and snowshoe
- Turn around
- Building placement
- Parking and trespassing
- Snow removal and parking
- Trash for phase 1
- Construction and equipment Trespassing
- Increase Traffic
- Snow Storage

ANALYSIS:

The following are the Standards for Review for a Preliminary Plat:

1. Purpose: The purpose of the preliminary plat is to review and resolve most of the technical details of the subdivision design in order to minimize changes and revisions which might otherwise be necessary on the final plat. The preliminary plat, and all information and procedures relating thereto, shall in all respects be in compliance with the provisions of this title and any other applicable ordinances.
2. Standards For Review: The applicant shall demonstrate that:

- a. Compliance with Schematic Plan: The proposal does not significantly deviate from the schematic plan insofar that the schematic plan was consistent with local ordinances and state statute. Water: The proposed water distribution system is connected to the Town's water system and meets the requirements of the Town; (2010 Code, amd. ord. 15-004, 4-28-2015)
 - i. Schematic plan standards For Review: The applicant shall demonstrate that:
 - 1. The proposed subdivision conforms to the Town General Plan, zoning regulations, Public Works Standards, Design Standards chapter 12 and other relevant sections of this title.
 - a. The proposed subdivision (Townhomes and multi-family) is consistent with the existing zoning R 3 and the underlying General plan map and provisions.
 - b. Zoning Regulations – The proposal seems consistent with the provisions of R 3 zone in Chapter 9-7-3 of the LMC with the following exceptions:
 - i. Front setbacks along Pine Tree way need to be a minimum of 25'
 - 1. The Town is working with the developer on removing part of the Road easement and making it a trail easement and then they will have the need 25 foot setback.
 - ii. Maximum building coverage Buildings and developed area for the project will be 16.33% of the project area
 - iii. Minimum landscaping, Landscaped area and undeveloped area will be 83.67% of the project area.
 - iv. There will be an HOA for the development.
 - 2. Desing Standards – The proposal seems consistent with the provisions in Chapter 9-12 of the LMC with the following exceptions:
 - a. Hazardous Site Conditions- The design of the subdivision has addressed site conditions.
 - i. Due the slope on the northeast side of Pine tree way Ammil Development is working with the town on the setbacks for units 41 though 45. It has been proposed to vacate 16 feet of the Pine tree road easement making it 50 foot that meets town standards and then creating a 16 foot Trail easement along the side of the road with a paved walking trail. This would allow them to place the cabins so they do not go so fare into the slope of the hill.
 - b. Drainage – A Drainage plan has been submitted and has been reviewed by public works and the town engineer.
 - i. Underground Stormtech system will be installed under paved parking lot to handle storm runoff from the roads on site.

- c. Centrally Located Facilities – the development does not appear to have any recreation facilities.
 - d. Access- All the lots have access to open space trails in the subdivision.
 - e. Trails and open space Access-there are several trails planned as part of the subdivision there will be a paved Trail along Pine tree way and improved trails throughout the subdivision.
 - f. Extension of Infrastructure- the proposed infrastructure has been reviewed and approved by public works and the town engineer. It will not be required for them to extend the infrastructure past the development as they are in the middle of existing developments.
 - g. Maintenance of Common Facilities- there is an HOA and CC&R that will maintain the Common owned areas roads, water lines, sewer lines and trails.
 - h. Layout- Staff has reviewed the layout and is wanting feedback from the planning commission.
 - i. Development Design- the development as considered the efficiency of the public and private utilities in the subdivision.
 - j. Preservation of features- 83% of the project area will be landscaped or undeveloped.
 - k. Placement of buildings- - Staff has reviewed the building placement and is wanting feedback from the planning commission.
 - l. Removal of hazardous materials. The defensible space will be required and reviewed with the building permits for the structures and subdivisions.
 - m. Building placement- Staff has reviewed the building placement and is wanting feedback from the planning commission.
3. Water: The proposed water source is connected to the Town's water distribution system and has adequate supply, capacity, and method of distribution within the subdivision. (2010 Code, amd. ord. 15-004, 4-28-2015)
 - a. The Water system has been reviewed by public works and the Town engineer, and the rough design has been approved.
 4. Sewer: The proposed sewage system is connected to the Town's sewer system and meets State and Town standards and regulations. (2010 Code, amd. ord. 15-004, 4-8-2015)
 - a. The Sewer system has been reviewed by public works and the town engineer and the rough design has been approved.
 5. Fire Protection: The proposed method for fire protection complies with this title and other regulations as applicable.

- a. Public safety as reviewed the road layout and the locations of the fire hydrant and the design has been approved.
6. Appropriate Use: The proposed uses for the property are appropriate to the zone district and the layout/design is responsive to the constraints of topography, soil types, geologic hazards, watercourses and floodplains, visual impacts, and preservation of views.
 - a. Staff has reviewed the building placement and is wanting feedback from the planning commission.
7. Public Services: Adequate public services are available to meet the needs of the proposed subdivision, including roads, water, sewer, storm water, gas, electric, telecommunications, trails, transit, snow storage areas, police and fire protection, and recreation. If adequate services do not exist at the time of application, provision must be made for expansion of services concurrent to the subdivision development at the expense of the subdivider.
 - a. Public Works Standards
 - i. Roads
 1. Pine tree way Road A, B, and C will be paved and meet the public works standards.
 2. The turnaround area between Road A and C has been reviewed and approved by Public Safety and meets the fire turnaround requirements.
 3. The easement of pine tree way has been questioned at the intersection of Road A and Pine Tree way.
 - ii. UDOT- A traffic study has been done for the development and no mitigations are recommended at this time for the intersections of Ridgeview street and Sr 143.
 - iii. Snow Storage- Snow storage is addressed on sheet 4 and has been reviewed by staff.
 - iv. Trash Enclosures – There will be 3 dumpsters within a trash enclosure between road A and B. Dumpster location will need to be address for phase 1 until phase 2 is complete.
 - v. Public utilities – utilities have been reviewed by public works and the town engineer.
 - vi. Storm water – Storm water has been reviewed by public works and the town engineer.
 - vii. Gas, electric, and telecommunications - Applicant should submit preliminary plat to Rocky Mtn Power and Dominion Energy to ensure sufficient service from those entities.
 - viii. Mail, Police/Fire and Recreation services all appear to be sufficient for the proposal.

Public Comments notes

- Parking and Access to A-frame cabins
 - Town Code allow parking to be up to 500 feet away from the dwelling 9-12-15 E

- Slope of Road A and C
 - Max slope at Intersections is 4% and then 10% for the first 200 feet max slope of 12% on the Road 9-12-11 B
 - Developer will need to address slope of road at intersections of Road A and B at Pine Tree way.
- Storm water storage and Landside possibility
 - Storm water and storage is being reviewed by the Engineer
- Access to pine Tree condos during construction
 - The developer is required to have a traffic control plan before the start of construction on pine tree way
- Removal of trees
 - The development is within Town standards
- Land stability
 - Geo report was submitted with the Preliminary plat and is part of the Engineers review process.
 - Landsides and land instability is always a possibility with any development.
- ADA compatible units
 - ADA compatible units are not required for single family and multi-family townhome units.
- Unit 38 parking and access
 - Town Code allow parking to be up to 500 feet away from the dwelling 9-12-15 E
 - The access is not ideal
- Tree removal between unit 38 and snowshoe
 - The Town code requires all trees to be removed within 10 feet of the building. The side setback must be a minimum of 20' that will allow for 10 feet of trees along the property line between unit 38 and Snowshoe Village
- Turnaround
 - The turnaround between road A and C is a tee or hammerhead turnaround and has been reviewed and approved by public safety.
- Building placement
 - 9-12-3 K. and M address building placement commission will need to review the requirements and decide if the subdivision meets the requirements.
 - Staff has reviewed the building placement
- Parking and trespassing
 - Town Code allow parking to be up to 500 feet away from the dwelling 9-12-15 E
 - The access is not ideal
- Snow removal and parking
 - The snow storage plan is sheet 4 and has shown the snow storage locations
 - Snow storage for the parking area will need to be shown on the plans.
- Trash for phase 1
 - A dumpster location will need to be added for phase 1 ideally by the parking area
- Construction and equipment Trespassing
 - Ammil Development has provided a copy of the deed that gives the a road easement and on the Pine Tree condominiums it refers to the road and utility easements.

- The use and access to the easement is being disputed and the Town will not make any stand on this issue until it has been worked out between the parties.
- The use and access will need to be determined and will be reviewed by the Towns attorney before the final plat can be approved.
- Increase Traffic
 - Yes, this development will increase the traffic in the area.
- Snow Storage
 - The snow storage plan is sheet 4 and has shown the snow storage locations
- Environmental Impact study
 - The Town code does not require an environmental impact study.

STAFF RECOMMENDATION:

Subdivision Preliminary plats is an administrative action that means if they meet all the requirements set in the Towns code then the subdivision should be approved. Staff recommends a favorable recommendation with the following conditions

1. The slope at the intersections of road A and Road be 4% or less and not more than 10% for the first 200 feet.
2. Plans will show snow storage for parking areas
3. A Dumpster location and enclosure will be added to the plans for phase 1
4. Utility and construction easement will be determined, and proof of legal access will be provided before the approval of final plat.

PROPOSED MOTION:

The Council can table, approve or disapprove listing what needs to be corrected for approval.

Recommended motion

I move to Table the preliminary plat for Hidden Springs until they can provide (list the conditions and items that are need for approval)

I move to _____ the preliminary plat for Hidden Springs to Town Council with the following conditions.

1. The slope at the intersections of road A and Road be 4% or less and not more than 10% for the first 200 feet.
2. Plans will show snow storage for parking areas
3. A Dumpster location and enclosure will be added to the plans for phase 1
4. Utility and construction easement will be determined, and proof of legal access will be provided before the approval of final plat.
5. (Add any other conditions that the council has added.)

ATTACHMENTS:

- A. Preliminary plat
- B. Schematic Plan
- C. Access easement

- D. Pine Tree plat
- E. Development agreement
- F. Public Notice
- G. Public comments

B&G PROJECT NUMBER 231008

HIDDEN SPRINGS

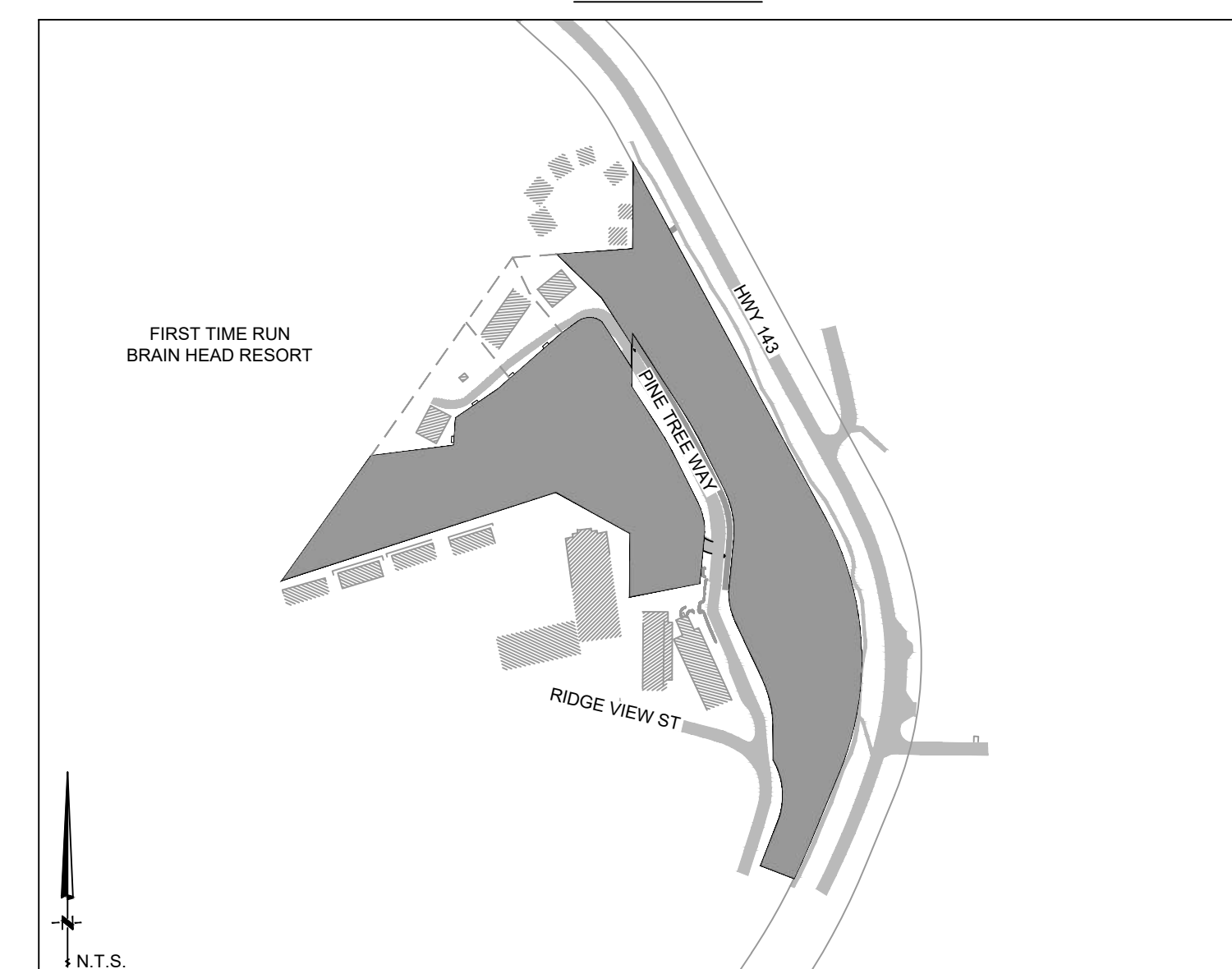
PRELIMINARY PLAT LOCATED IN BRIAN HEAD, UTAH

WEST 1/4 CORNER OF SECTION 2, T 36S, R 9 W, SLM
PARCEL # A-1150-0005-0005, A-1144-0001-0012, A-1144-0001-0012-02, A-1150-5-7
1 RIDGEVIEW STREET, BRAIN HEAD, UTAH 84719

VICINITY MAP



PROJECT MAP



SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE PLAN
3	PARKING PLAN
4	SNOW STORAGE PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	OFFSITE UTILITY PLAN
8	DETAILS
9	DETAILS
10	DETAILS
11	DETAILS

GENERAL NOTES

- 1) CONTRACTOR IS RESPONSIBLE TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK IN ANY ZONE.
- 2) ALL WORK AND MATERIALS SHALL COMPLY WITH BRIAN HEAD STANDARD SPECIFICATIONS.
- 3) PROJECTS SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE CONSTRUCTION BEGINS. THIS SIGN WILL HAVE A MINIMUM SIZE, PLACEMENT LOCATION AND CONTENT INFORMATION WITH THE SIGNPOST NAME, PROJECT CONTRACT AND GRADING PERMIT NUMBER.
- 4) PROJECTS SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT, SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES.
- 5) A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICE INSPECTORS.
- 6) FOLLOW APPENDIX 'J' STANDARDS FOUND IN THE IBC.
- 7) ALL OBJECTS SHALL BE KEPT OUT OF THE SIGHT DISTANCE CORRIDORS THAT MAY OBSTRUCT THE DRIVER'S VIEW.

DUST CONTROL

THESE DUST CONTROL MEASURES MUST BE OBSERVED AT ALL TIMES:

EARTH MOVING ACTIVITIES:

- 1) APPLY WATER BY MEANS OF TRUCKS, HOSES AND/OR SPRINKLERS AT SUFFICIENT FREQUENCY AND QUANTITY, PRIOR TO CONDUCTING, DURING AND AFTER EARTHMOVING ACTIVITIES.
- 2) PRE-APPLY WATER TO THE DEPTH OF THE PROPOSED CUTS OR EQUIPMENT PENETRATION
- 3) APPLY WATER AS NECESSARY AND PRIOR TO EXPECTED WIND EVENTS.
- 4) OPERATE HAUL VEHICLES APPROPRIATELY IN ORDER TO MINIMIZE FUGITIVE DUST AND APPLY WATER AS NECESSARY DURING LOADING OPERATIONS.

DISTURBED SURFACE AREAS OR INACTIVE CONSTRUCTION SITES:

- 1) WHEN ACTIVE CONSTRUCTION OPERATIONS HAVE CEASED, APPLY WATER AT SUFFICIENT FREQUENCY AND QUANTITY TO DEVELOP A SURFACE CRUST AND PRIOR TO EXPECTED WIND EVENTS.
- 2) INSTALL FENCE BARRIER AND/OR "NO TRESPASSING" SIGNS TO PREVENT ACCESS TO DISTURBED SURFACE AREAS

APRIL 2024

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors

205 East Tabernacle #4
St. George, Utah 84770
Phone (435) 673-2337

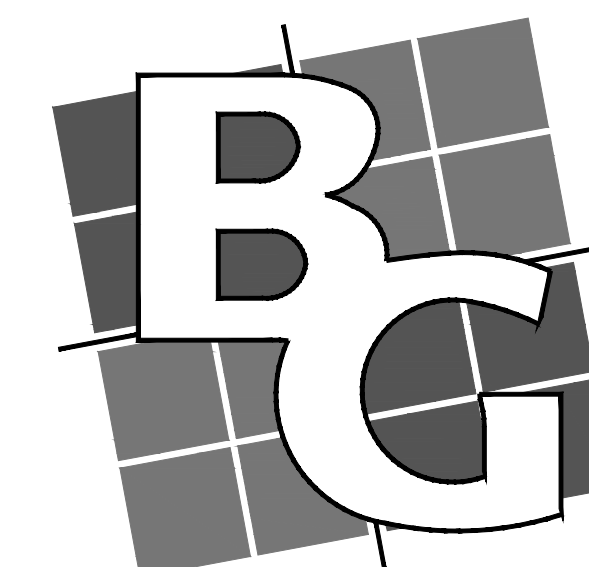


OWNER / DEVELOPER

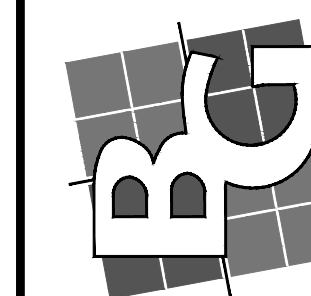
AMMIL DEVELOPMENT LLC
CHELSEA CURCURI
chelsea@ammildevelopment.com
(774) 454-9404
5725 S. VALLEY VIEW BLVD
LAS VEGAS, NV 89118

ENGINEERING CONTACT

BUSH AND GUDGELL, INC.
205 EAST TABERNACLE #4
ST GEORGE, UT 84770
RICK MEYER - PROJECT MANAGER
(435)-673-2337



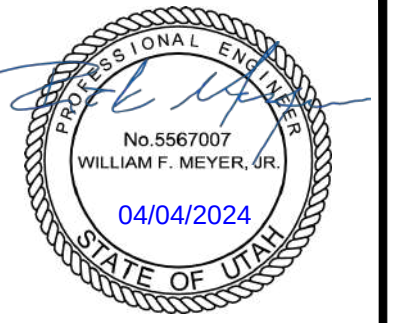
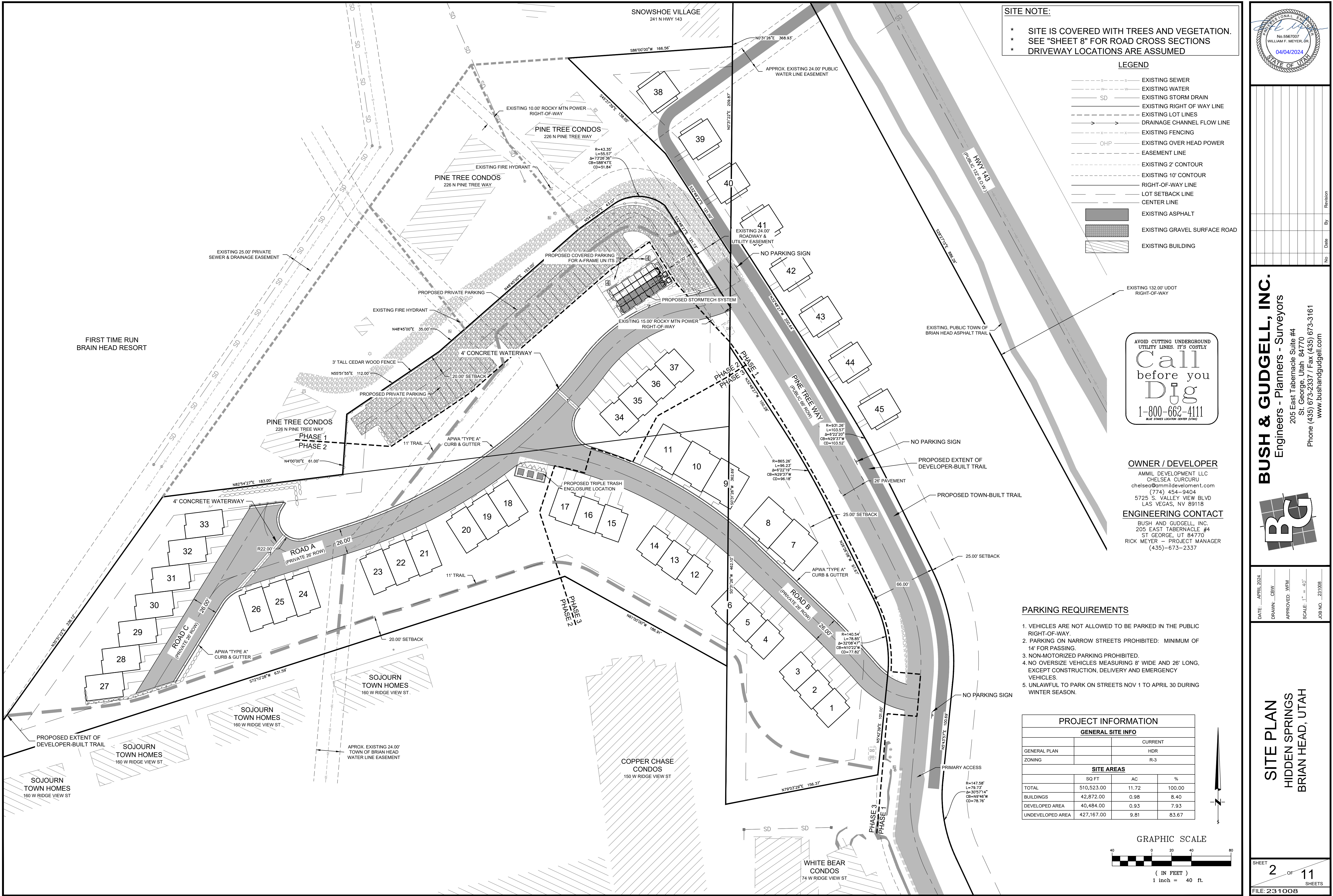
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



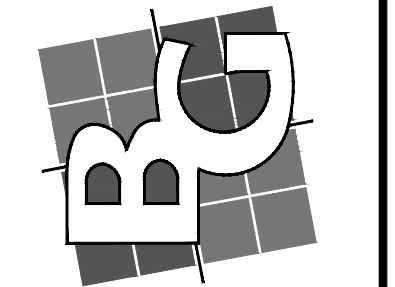
DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: NOTED

COVER SHEET
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 1 OF 11
FILE: 231008



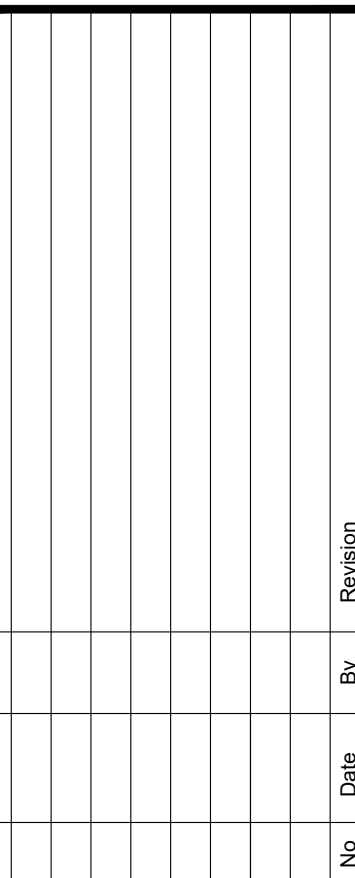
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: 1" = 40'
JOB NO. 231008

SITE PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 2 OF 11
FILE: 231008



DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: 1" = 40'
JOB NO. 231008

SHEET
3 OF 11
SHEETS
FILE: 231008

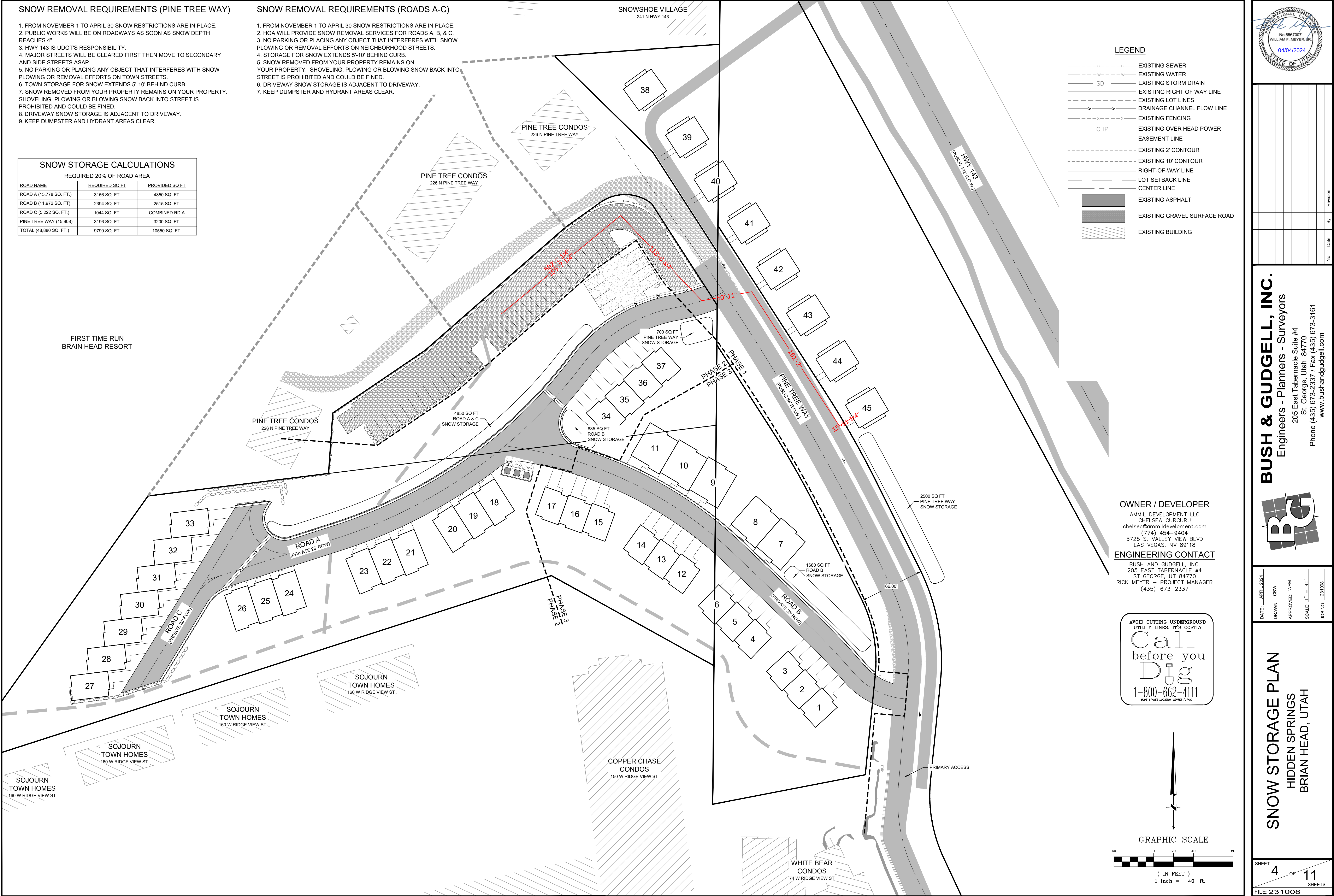
SNOW REMOVAL REQUIREMENTS (PINE TREE WAY)

1. FROM NOVEMBER 1 TO APRIL 30 SNOW RESTRICTIONS ARE IN PLACE.
2. PUBLIC WORKS WILL BE ON ROADWAYS AS SOON AS SNOW DEPTH REACHES 4".
3. HWY 143 IS UDOT'S RESPONSIBILITY.
4. MAJOR STREETS WILL BE CLEARED FIRST THEN MOVE TO SECONDARY AND SIDE STREETS ASAP.
5. NO PARKING OR PLACING ANY OBJECT THAT INTERFERES WITH SNOW PLOWING OR REMOVAL EFFORTS ON TOWN STREETS.
6. TOWN STORAGE FOR SNOW EXTENDS 5'-10' BEHIND CURB.
7. SNOW REMOVED FROM YOUR PROPERTY REMAINS ON YOUR PROPERTY. SHOVELING, PLOWING OR BLOWING SNOW BACK INTO STREET IS PROHIBITED AND COULD BE FINED.
8. DRIVEWAY SNOW STORAGE IS ADJACENT TO DRIVEWAY.
9. KEEP DUMPSTER AND HYDRANT AREAS CLEAR.

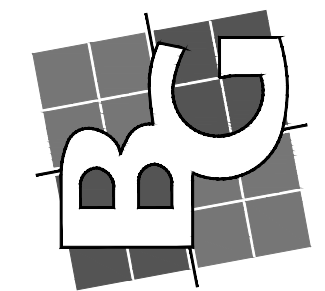
SNOW STORAGE CALCULATIONS		
REQUIRED 20% OF ROAD AREA		
ROAD NAME	REQUIRED SQ. FT.	PROVIDED SQ. FT.
ROAD A (15,778 SQ. FT.)	3156 SQ. FT.	4850 SQ. FT.
ROAD B (11,972 SQ. FT.)	2394 SQ. FT.	2515 SQ. FT.
ROAD C (5,222 SQ. FT.)	1044 SQ. FT.	COMBINED RD A
PINE TREE WAY (15,908)	3196 SQ. FT.	3200 SQ. FT.
TOTAL (48,880 SQ. FT.)	9790 SQ. FT.	10550 SQ. FT.

SNOW REMOVAL REQUIREMENTS (ROADS A-C)

1. FROM NOVEMBER 1 TO APRIL 30 SNOW RESTRICTIONS ARE IN PLACE.
2. HOA WILL PROVIDE SNOW REMOVAL SERVICES FOR ROADS A, B, & C.
3. NO PARKING OR PLACING ANY OBJECT THAT INTERFERES WITH SNOW PLOWING OR REMOVAL EFFORTS ON NEIGHBORHOOD STREETS.
4. STORAGE FOR SNOW EXTENDS 5'-10' BEHIND CURB.
5. SNOW REMOVED FROM YOUR PROPERTY REMAINS ON YOUR PROPERTY. SHOVELING, PLOWING OR BLOWING SNOW BACK INTO STREET IS PROHIBITED AND COULD BE FINED.
6. DRIVEWAY SNOW STORAGE IS ADJACENT TO DRIVEWAY.
7. KEEP DUMPSTER AND HYDRANT AREAS CLEAR.



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: 1" = 40'
JOB NO. 231008

SNOW STORAGE PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 4 OF 11
FILE: 231008

GRADING NOTES

APPROXIMATELY 8,266 CU.YD. OF CUT, 5,121 CU.YD. OF FILL AND 3,145 CU.YD. OF EXPORT MATERIAL IS REQUIRED (FOR GRADING PERMIT ONLY). THE CONTRACTOR SHOULD VERIFY THE QUANTITIES FOR COMPLETION OF WORK. QUANTITIES ARE BASED ON FINISH GRADE OF ROADS & PADS.

ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL IMPORTED STRUCTURAL FILL SHALL BE PLACED IN 8-INCH LOOSE HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY (ASTM D-1557).

ALL EXCAVATION, GRADING AND FILL OPERATIONS WITHIN THE BUILDING AREA SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER TO VERIFY SUB-SOIL CONDITIONS AND DETERMINE ADEQUACY OF SITE PREPARATION, SUITABILITY OF FILL MATERIALS AND COMPLIANCE WITH COMPACTION REQUIREMENTS.

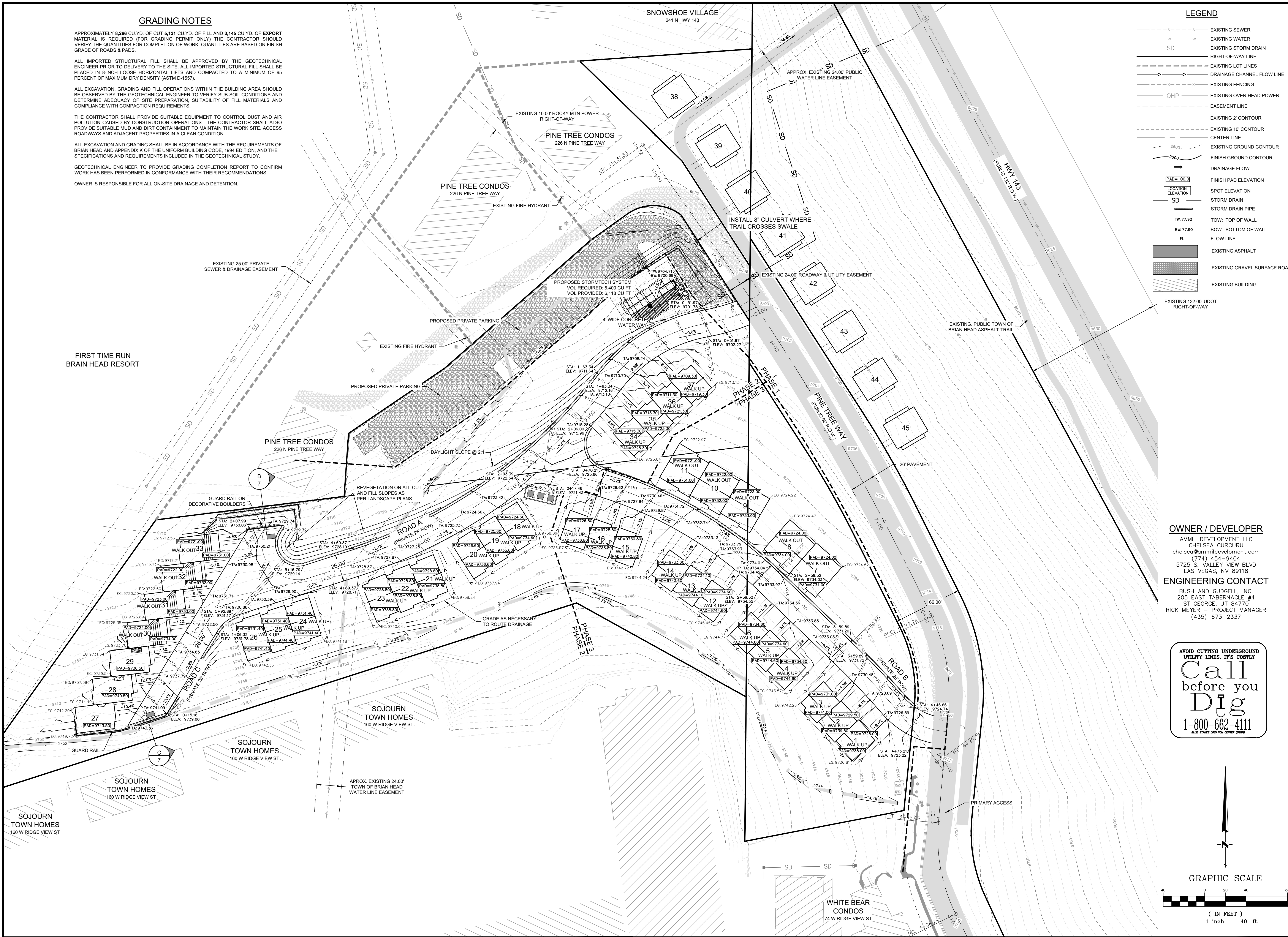
THE CONTRACTOR SHALL PROVIDE SUITABLE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE SUITABLE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS AND ADJACENT PROPERTIES IN A CLEAN CONDITION.

ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF BRIAN HEAD AND APPENDIX K OF THE UNIFORM BUILDING CODE, 1994 EDITION, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE GEOTECHNICAL STUDY.

GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFIRM WORK HAS BEEN PERFORMED IN CONFORMANCE WITH THEIR RECOMMENDATIONS.

OWNER IS RESPONSIBLE FOR ALL ON-SITE DRAINAGE AND DETENTION.

FIRST TIME RUN
BRAIN HEAD RESORT



LEGEND

- EXISTING SEWER
- EXISTING WATER
- EXISTING STORM DRAIN
- RIGHT-OF-WAY LINE
- EXISTING LOT LINES
- DRAINAGE CHANNEL FLOW LINE
- EXISTING FENCING
- EXISTING OVER HEAD POWER
- EASEMENT LINE
- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- CENTER LINE
- EXISTING GROUND CONTOUR
- FINISH GROUND CONTOUR
- DRAINAGE FLOW
- FINISH PAD ELEVATION
- SPOT ELEVATION
- STORM DRAIN
- STORM DRAIN PIPE
- TW: 77.90
- BW: 77.90
- FL
- EXISTING ASPHALT
- EXISTING GRAVEL SURFACE ROAD
- EXISTING BUILDING

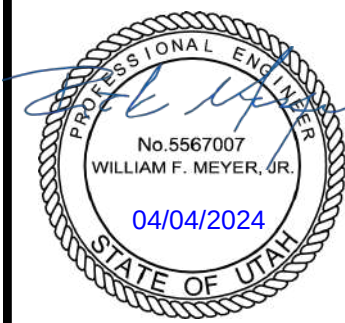
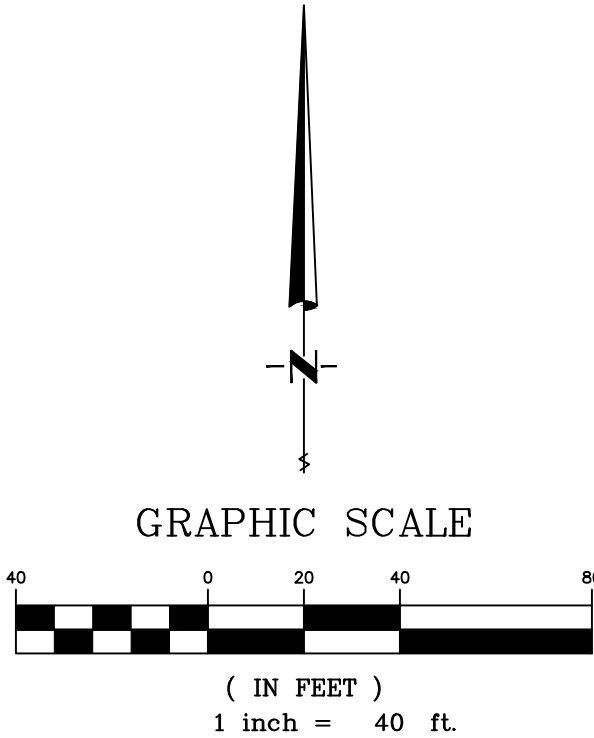
OWNER / DEVELOPER

AMMIL DEVELOPMENT LLC
CHELSEA CURCURI
chelseac@ammildevelopment.com
(774) 454-9404

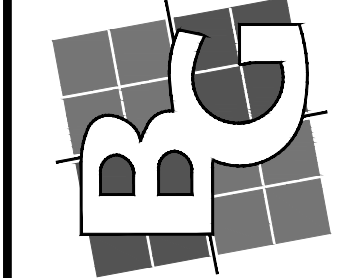
ENGINEERING CONTACT

BUSH AND GUDGELL, INC.
205 EAST TABERNALE #4
ST. GEORGE, UT 84770
RICK MEYER - PROJECT MANAGER
(435)-673-2337

AVOID CUTTING UNDERGROUND
UTILITY LINES. IT'S COSTLY
Call
before you
Dig
1-800-662-4111
BLUE STATES LOCATION CENTER (BOLC)



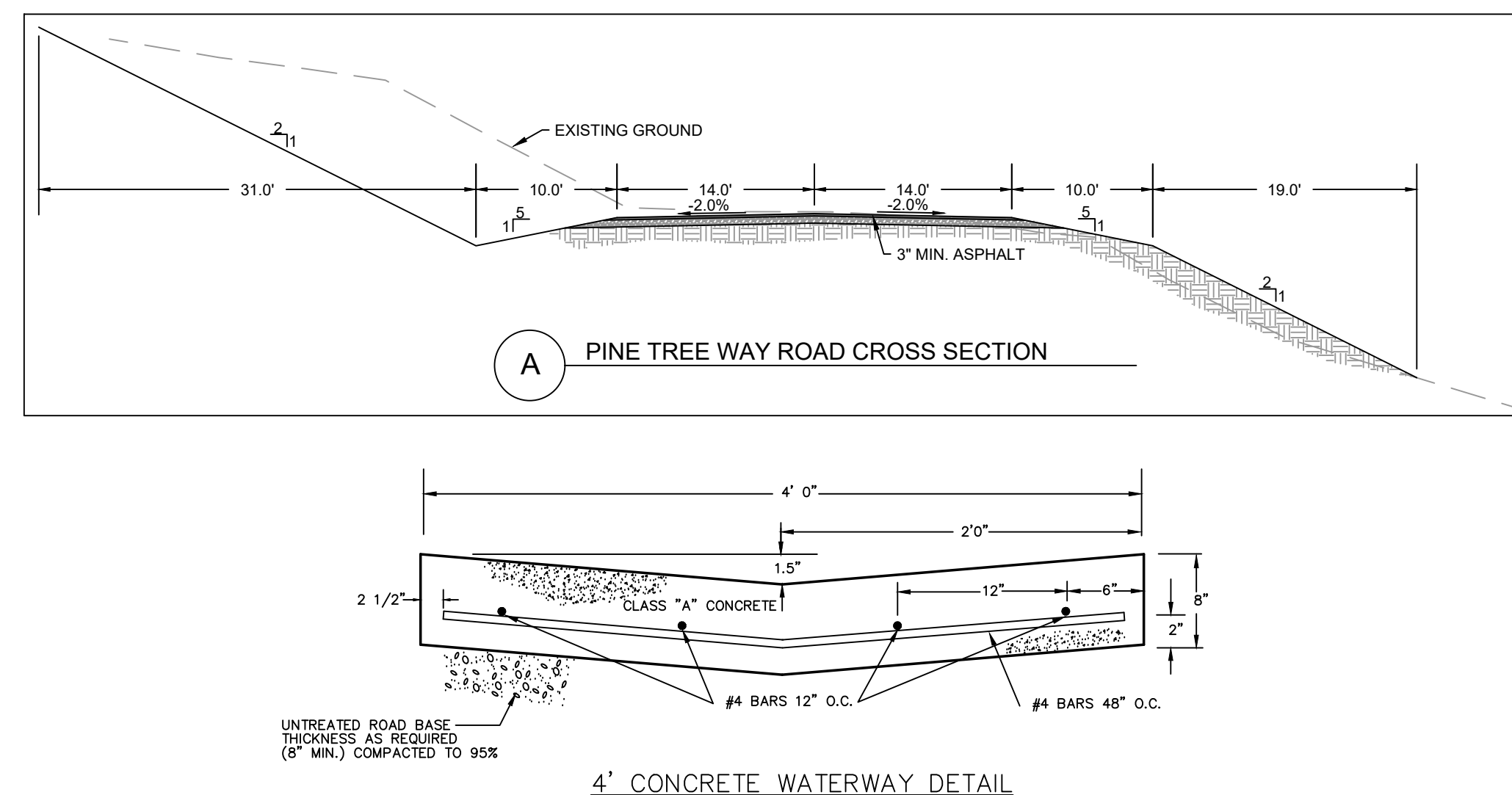
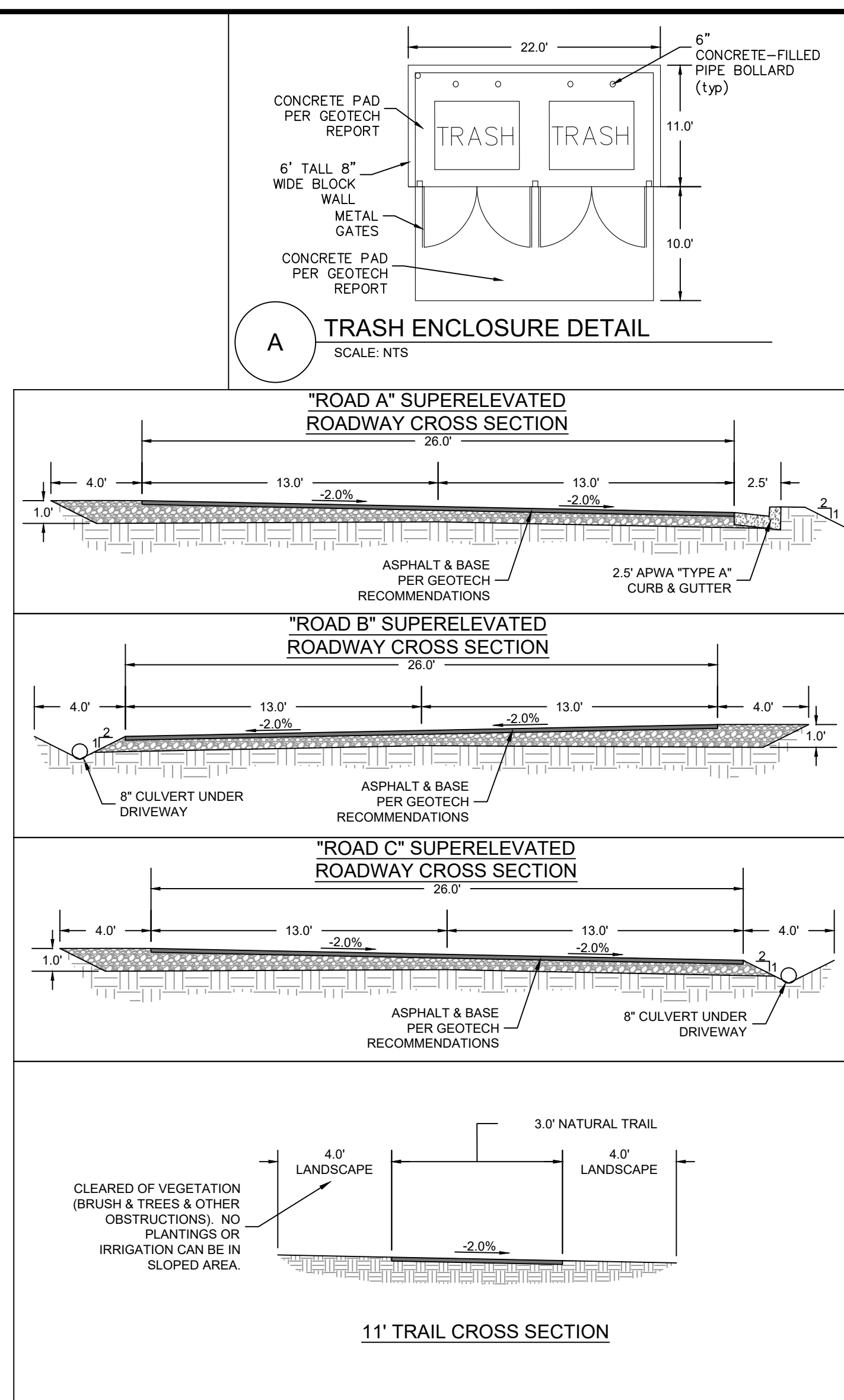
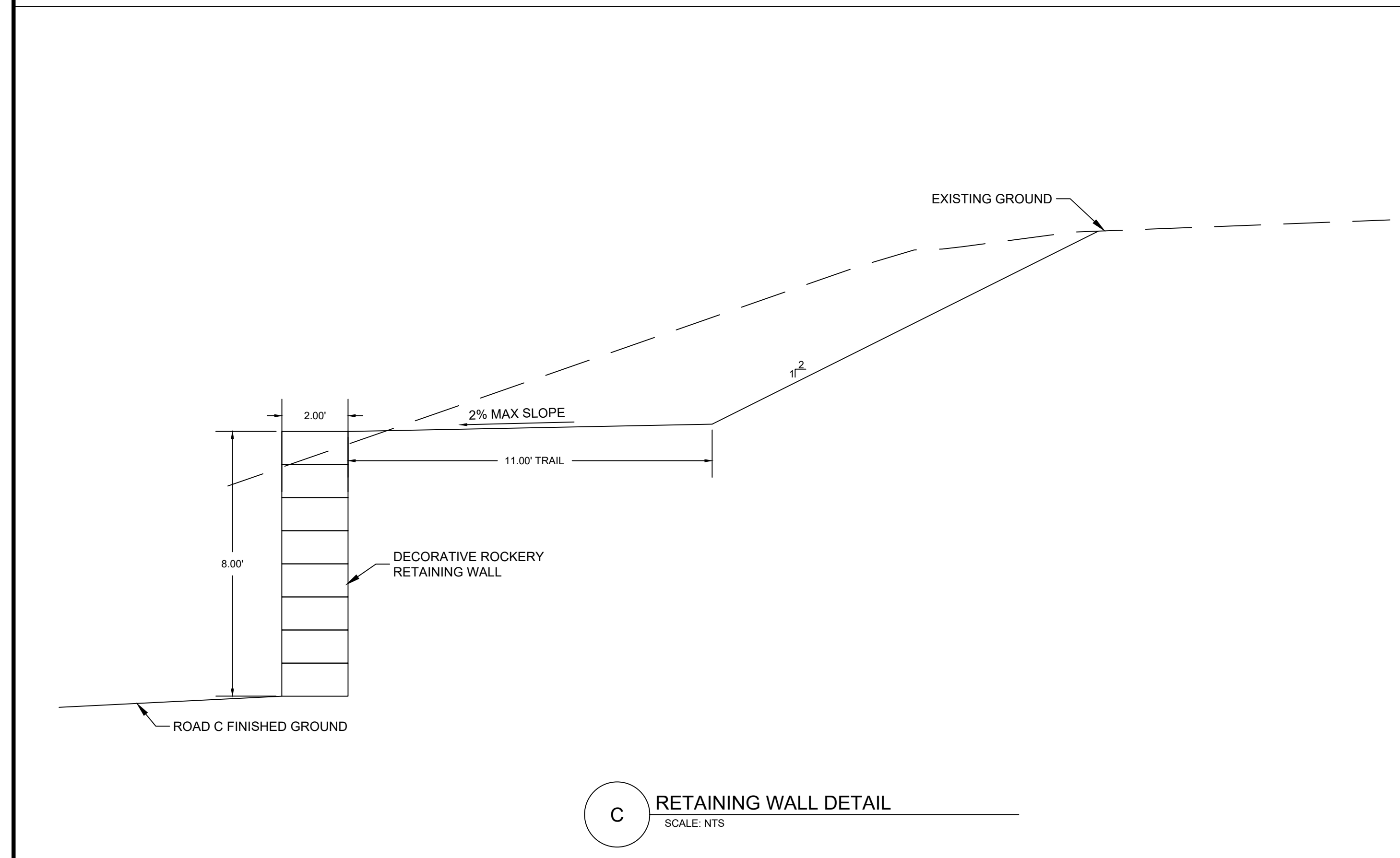
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

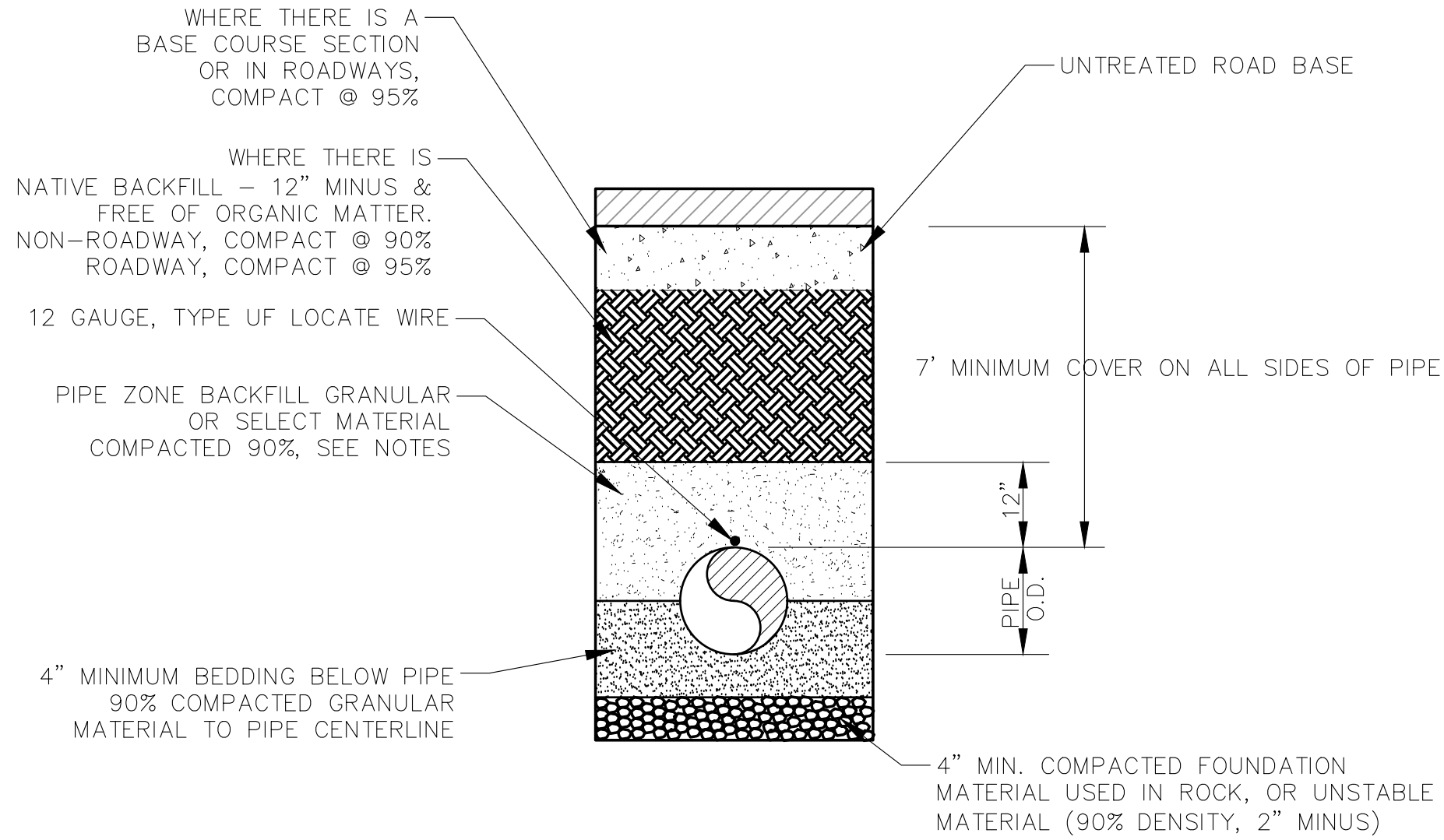


DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: 1" = 40'
JOB NO. 231008

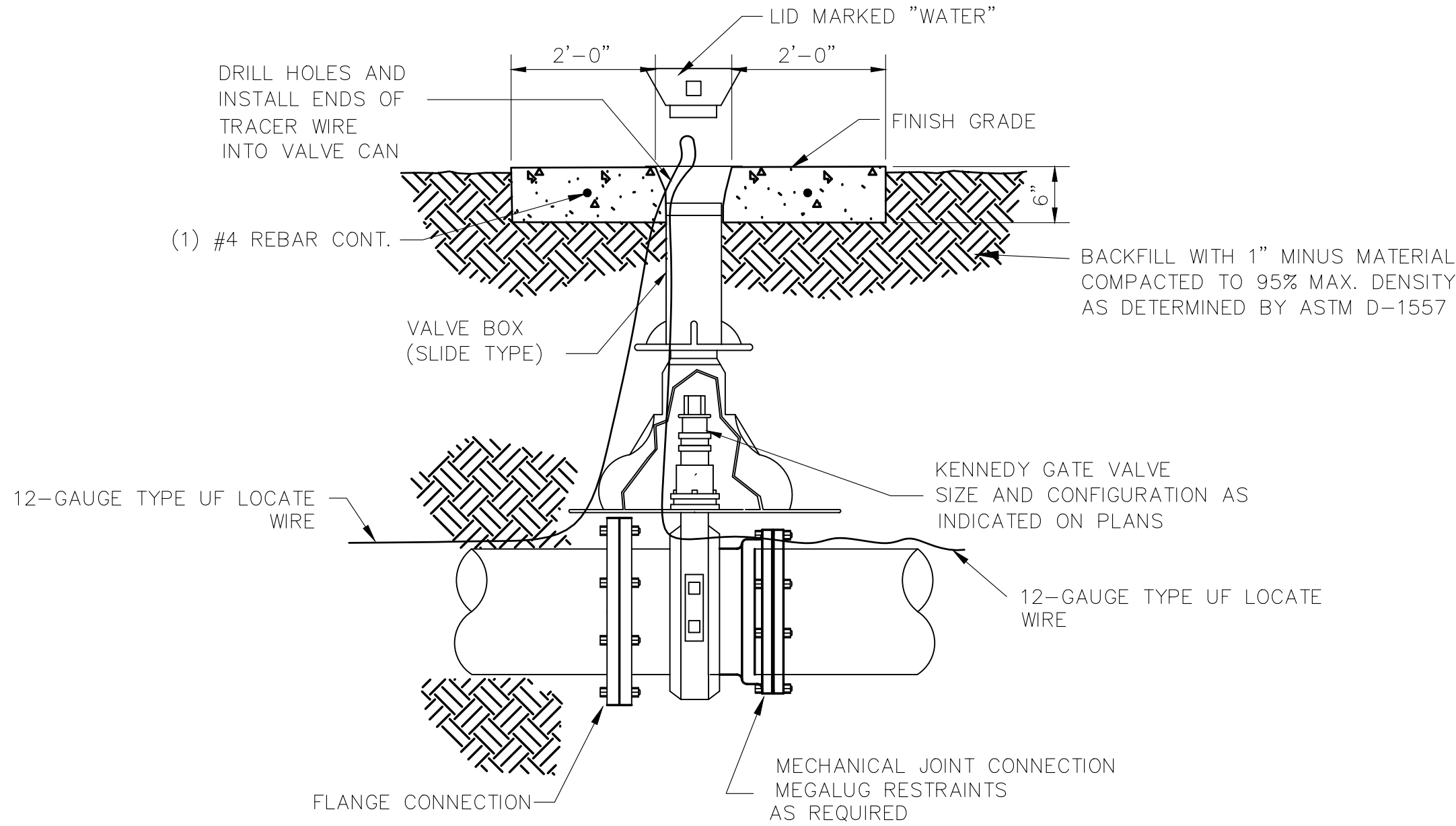
GRADING & DRAINAGE PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET
5 OF **11**
SHEETS
FILE: 231008

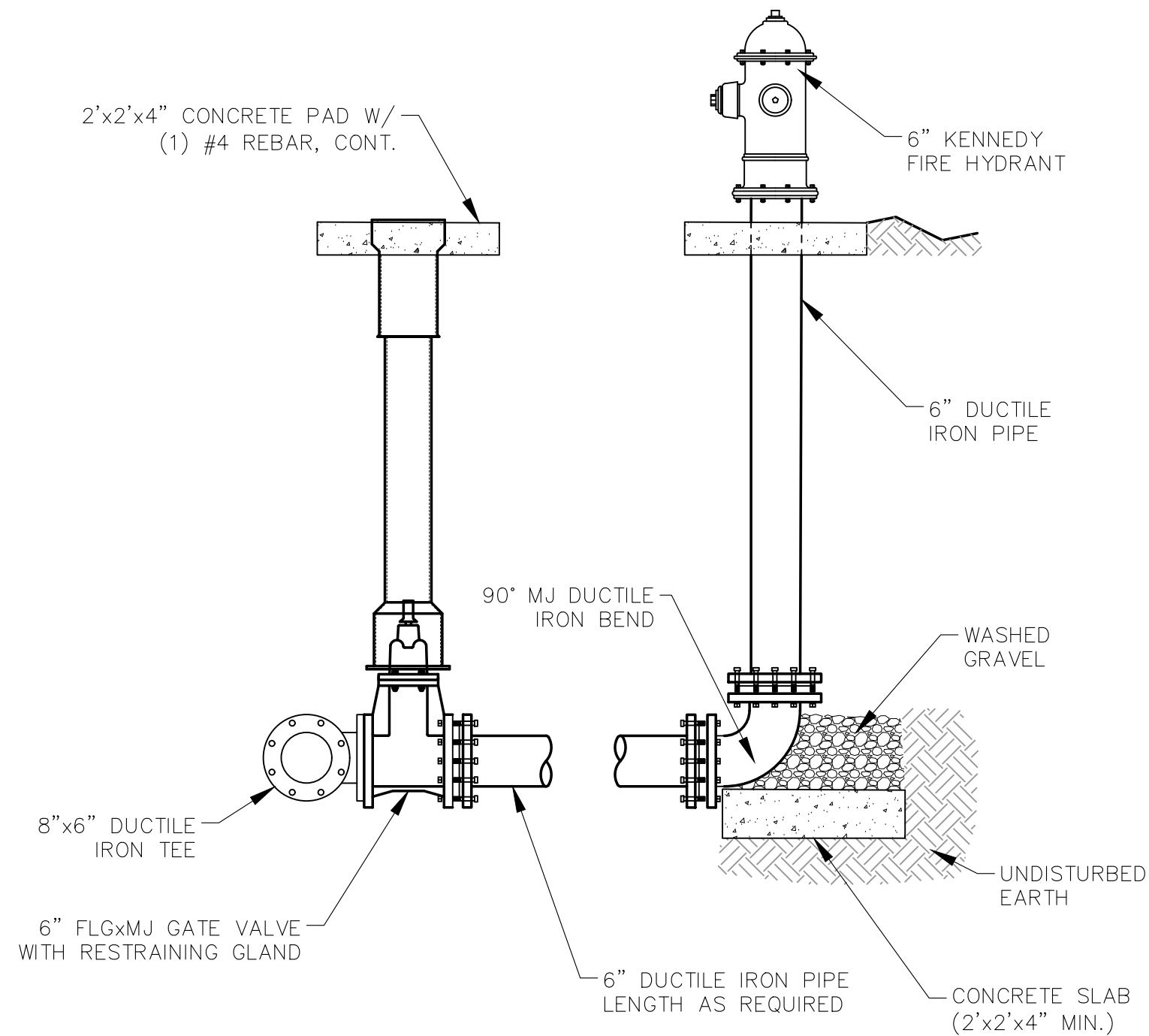




TYPICAL TRENCH DETAIL



TYPICAL GATE VALVE



FIRE HYDRANT CONNECTION

DESIGN DATA: BASED ON 200 PSI TEST PRESSURE
SOIL TYPE = SILTY SAND
DEPTH OF BURY 7 - 8* FEET
TRENCH TYPE #5
SAFETY FACTOR = 1.5

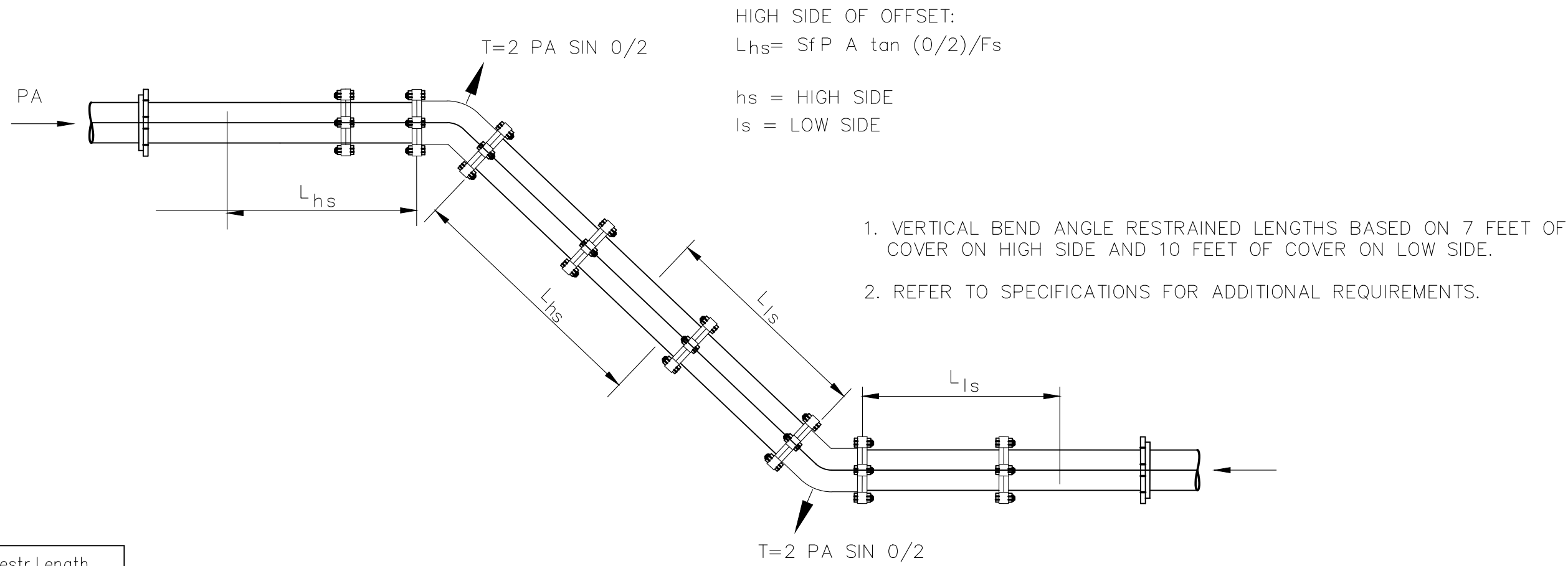
THRUST RESTRAINT REQUIREMENTS FOR 8" D.I. PIPE

Horizontal Bend Angle	Restr.Length (ft)
11.25	2 (1*)
22.5	3 (3*)
45	5 (5*)
90	12 (11*)

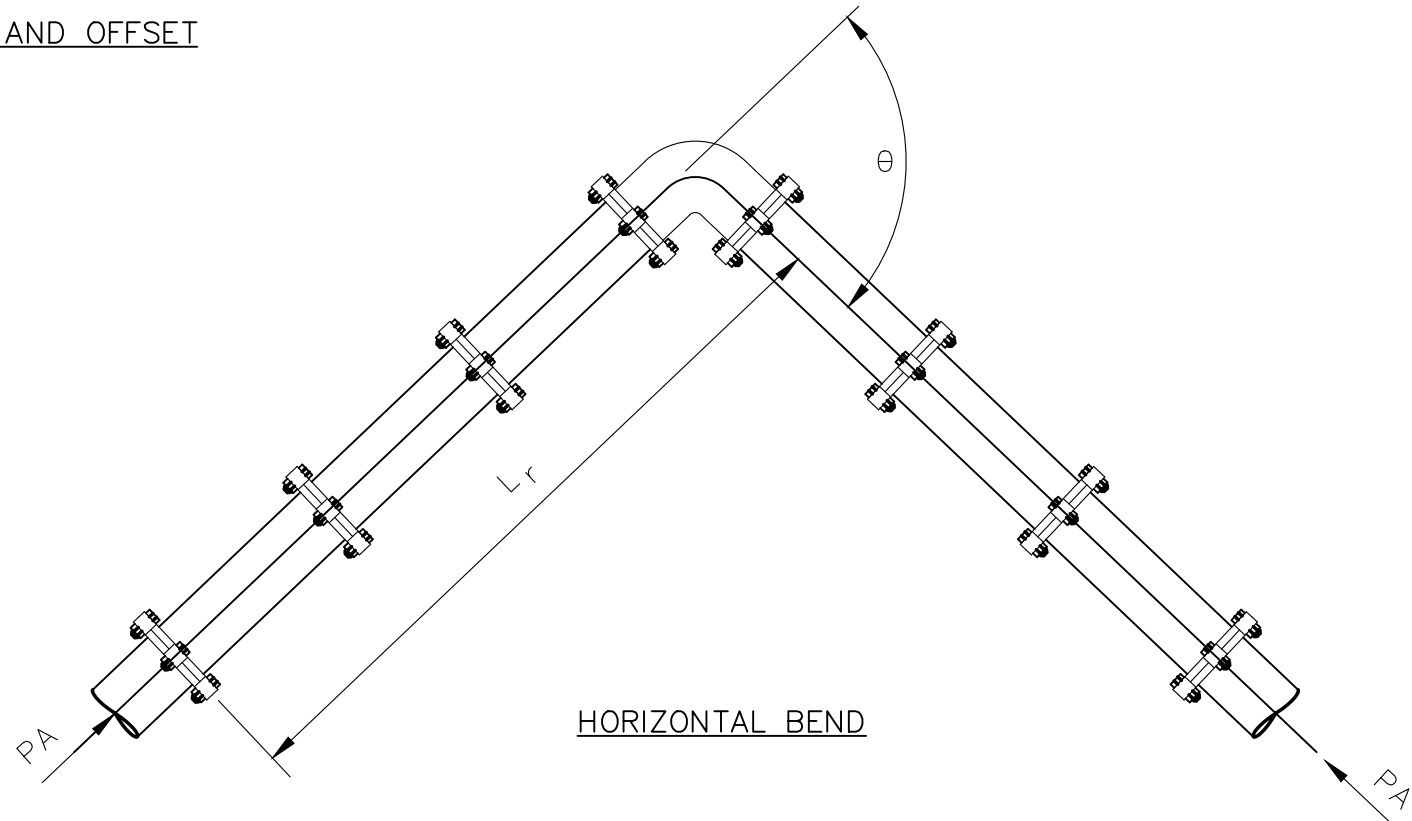
Vertical Bend Angle	Restr.Length High Side (ft)*	Restr.Length Low Side (ft)*
11.25	3 (3*)	1 (1*)
22.5	6 (5*)	2 (2*)
45	12 (10*)	4 (4*)

NOTES:

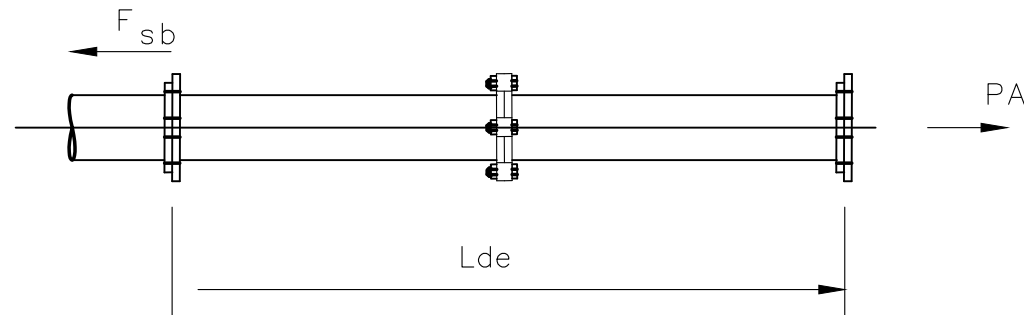
- THRUST RESTRAINT PIPE SECTIONS AT BEND LOCATIONS REQUIRE INTERIOR RESTRAINT TYPE DUCTILE IRON PIPE OR EXTERIOR RESTRAINT TYPE DUCTILE IRON PIPE w/V-BIO POLY WRAP.
- DEFLECTION ANGLES FOR DI PIPE LESS THAN 11.25° (AS SHOWN ON THE PLANS) SHALL BE ACCOMPLISHED BY DEFLECTING PIPE JOINTS A MAXIMUM OF 5 DEGREES FOR EACH 20 FT. LENGTH OF PIPE. THE CURVATURE RADIUS SHALL BE NO LESS THAN 380 FT.
- ALL FITTINGS, VALVES, BENDS, ETC. ARE TO HAVE JOINT RESTRAINTS AS REQUIRED BY SPECIFICATIONS. THRUST BLOCKS MAY ONLY BE USED WHERE SPECIFICALLY NOTED ON THE PLANS.



VERTICAL DOWN BEND AND OFFSET

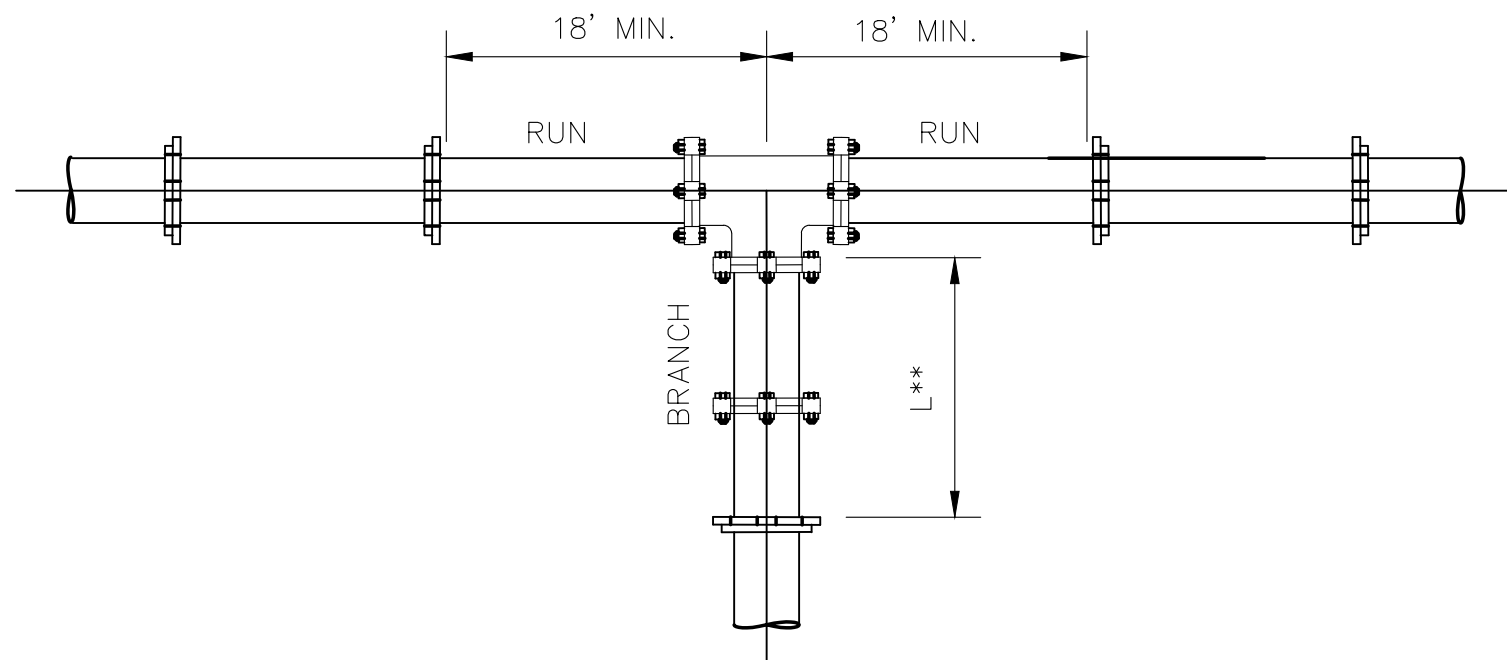


MEGALUG THRUST RESTRAINT DETAILS



DEAD ENDS TO BE RESTRAINED FOR 27(24*) FEET FOR 8"Ø D PIPE.

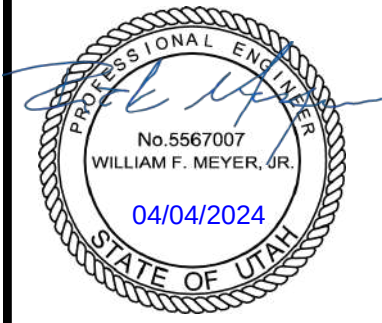
DEAD END



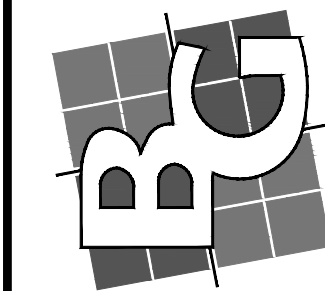
8"Ø TEE WITH 8"Ø BRANCH SIZE TO BE RESTRAINED FOR 1(1*) FOOT FOR DI PIPE.

** - ONLY RESTRAIN THE BRANCH OUTLET OF THE TEE.

TEE



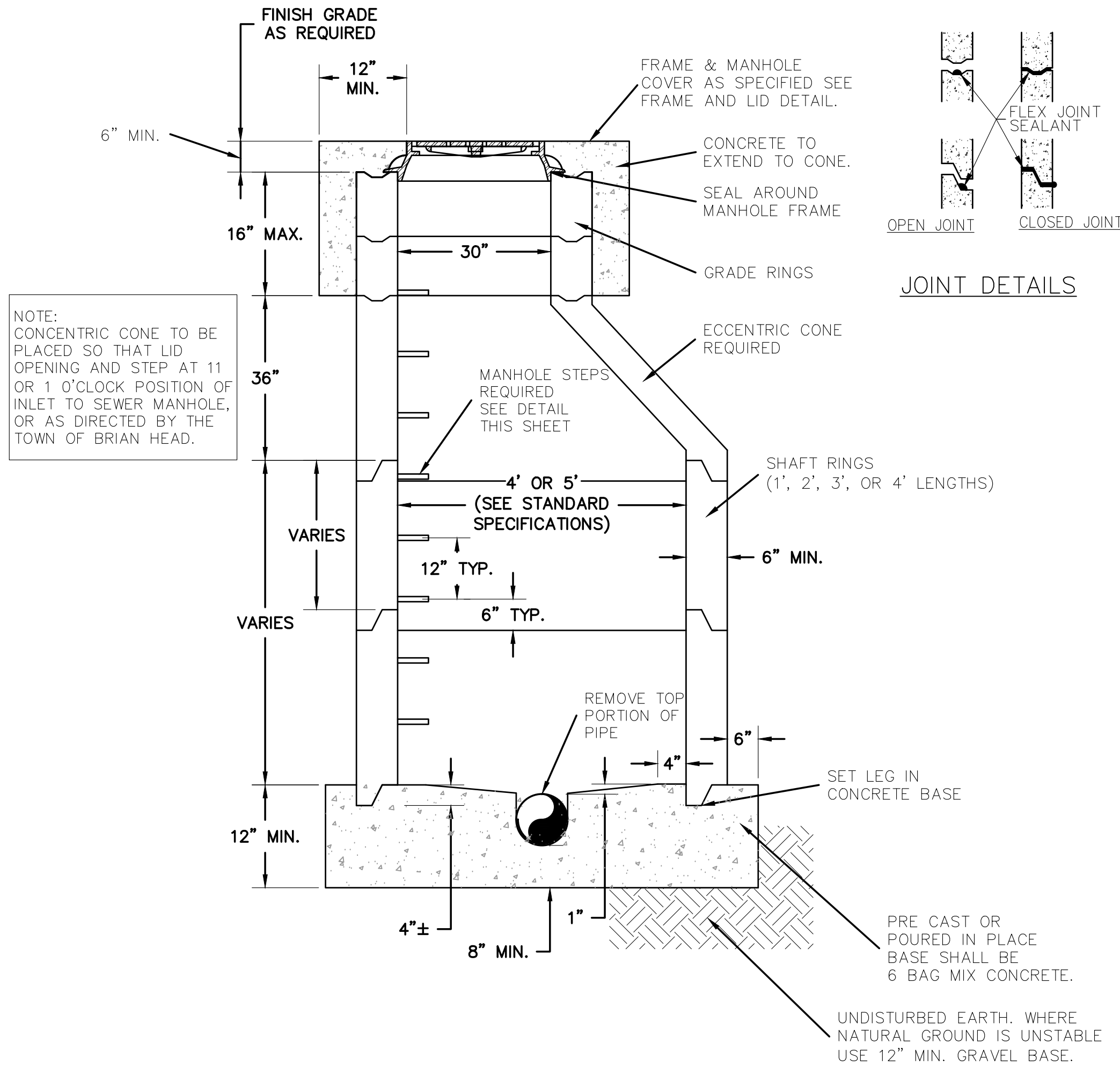
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



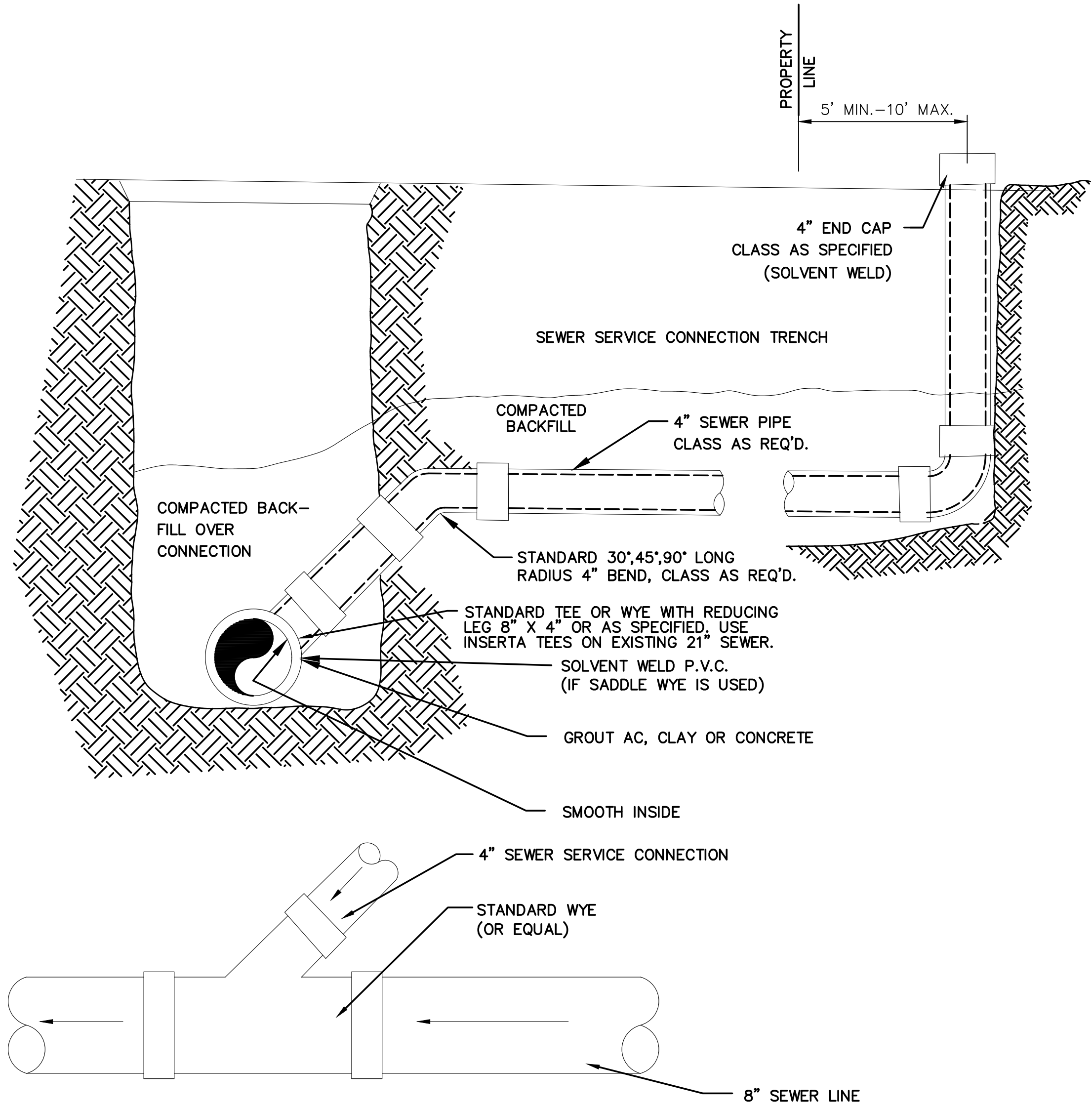
DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: NTS
JOB NO. 231008

DETAILS
HIDDEN SPRINGS
BRIAN HEAD, UTAH

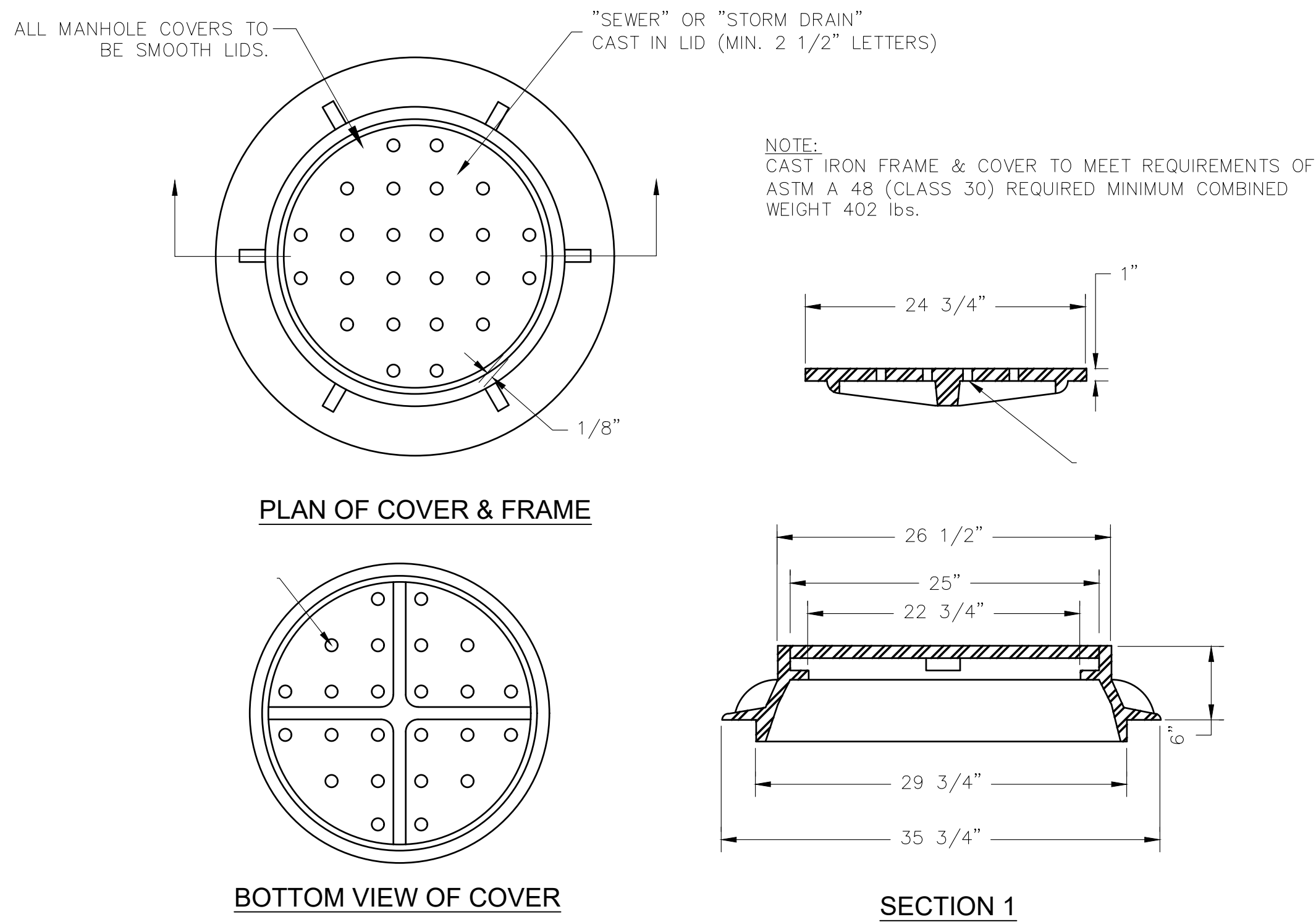
SHEET 9 OF 11
SHEETS
FILE: 231008



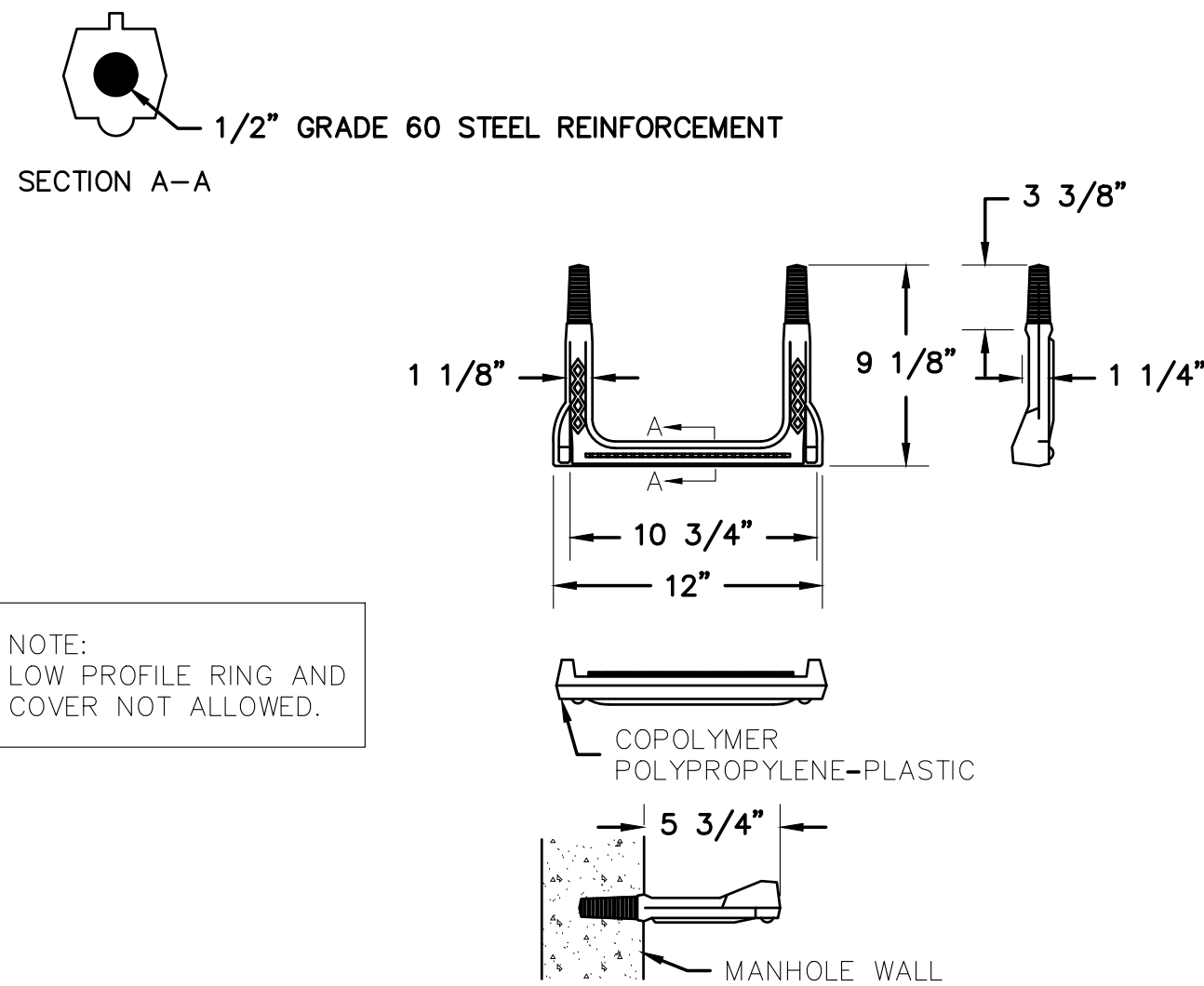
SEWER MANHOLE



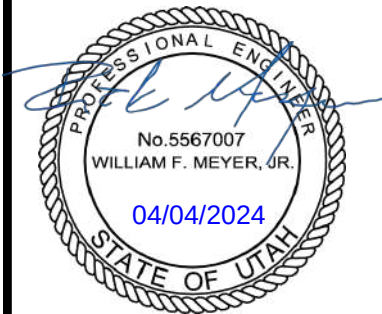
SEWER SERVICE CONNECTION



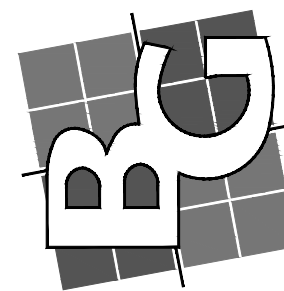
MANHOLE FRAME & COVER



MANHOLE STEPS



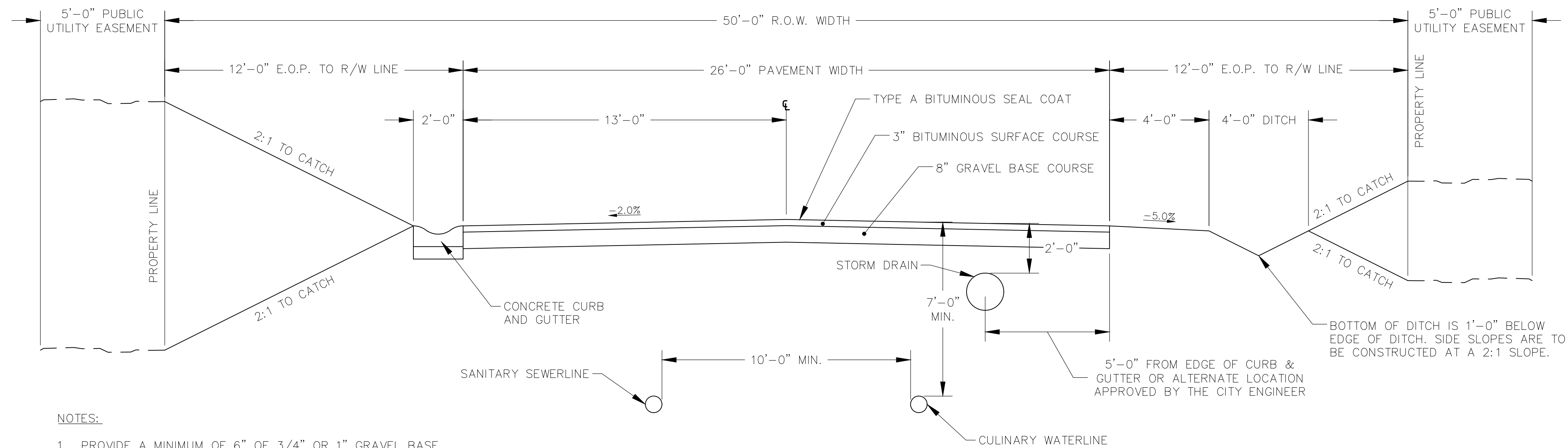
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernade Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: NTS
JOB NO. 231008

DETAILS
HIDDEN SPRINGS
BRIAN HEAD, UTAH

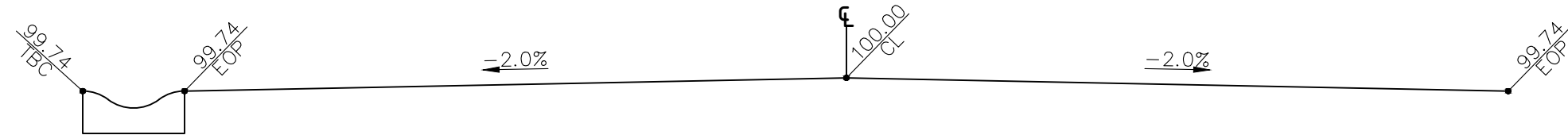
SHEET 10 OF 11 SHEETS
FILE: 231008



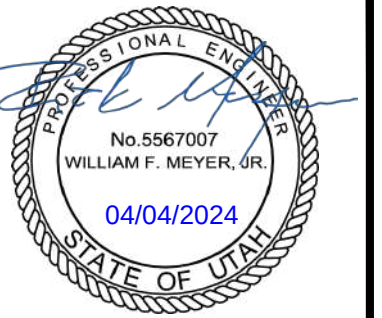
NOTES:

1. PROVIDE A MINIMUM OF 6" OF 3/4" OR 1" GRAVEL BASE COURSE UNDER SIDEWALK, DRIVEWAY APPROACHES AND CURB & GUTTER.
2. THE 3" BITUMINOUS SURFACE COURSE ON 8" GRAVEL BASE COURSE MAY BE INCREASED BY THE CITY ENGINEER WHEN THE SUBGRADE C.B.R. IS LESS THAN 10 OR WHEN A GREATER DEPTH IS NECESSARY TO PROVIDE SUFFICIENT STABILITY. DEVELOPER MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN BASED ON A DETAILED SOILS ANALYSIS FOR APPROVAL BY THE CITY ENGINEER (THE DEPTH SUBMITTED BY THE DEVELOPER MAY BE INCREASED BY THE CITY ENGINEER).
3. MAXIMUM DIFFERENCE IN ELEVATION BETWEEN CURB ON OPPOSITE SIDE OF STREET SHALL NOT EXCEED 1'-0".
4. ON ARTERIAL STREETS THE DESIGN ENGINEER WILL PROVIDE A PAVEMENT DESIGN FOR REVIEW BY THE TOWN. LOCATION OF SIDEWALK AND CURB & GUTTER MAY VARY ON INDIVIDUAL ARTERIAL STREETS PER DIRECTION BY THE CITY ENGINEER. WALKS ARE 6' WIDE.
5. IF CURB & GUTTER IS REQUIRED, FOLLOW THE LEFT SIDE OF THE ROADWAY SECTION. IF CURB & GUTTER IS NOT REQUIRED, FOLLOW THE RIGHT SIDE OF THE ROADWAY SECTION.

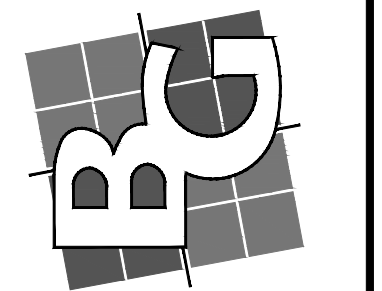
STANDARD ROADWAY SECTION



ELEVATION DIFFERENCE FOR TYPICAL ROAD SECTION



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: NTS
JOB NO. 231008

DETAILS
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET
11 OF 11
SHEETS
FILE: 231008

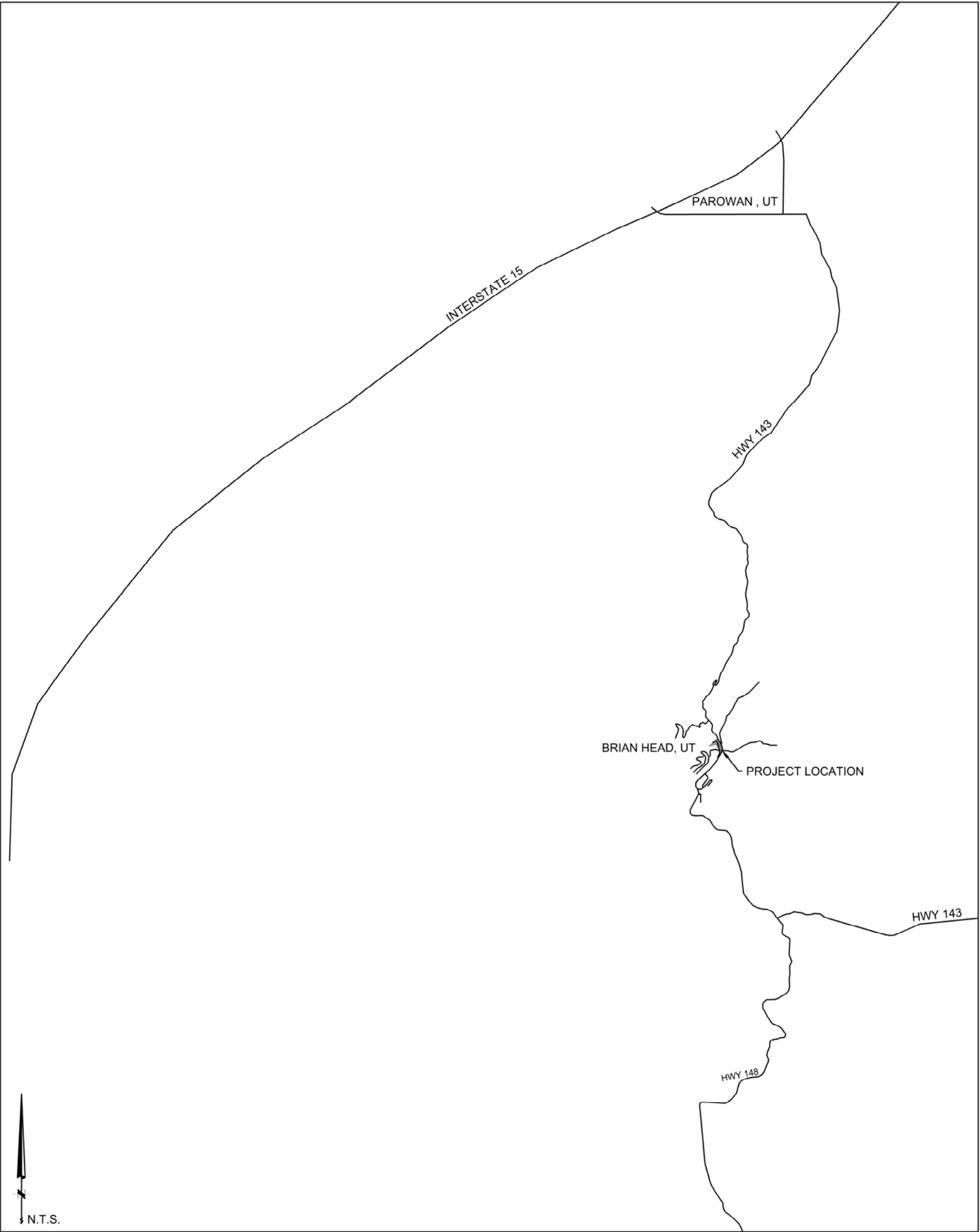
B&G PROJECT NUMBER 231008

HIDDEN SPRINGS

SCHEMATIC PLAN REVIEW LOCATED IN BRIAN HEAD, UTAH

WEST 1/4 CORNER OF SECTION 2, T 36S, R 9 W, SLM
PARCEL # A-1150-0005-0005, A-1144-0001-0012, A-1144-0001-0012-02, A-1150-5-7
1 RIDGEVIEW STREET, BRAIN HEAD, UTAH 84719

VICINITY MAP



SHEET NO.	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS
3	SLOPE ANALYSIS
4	SCHEMATIC SITE PLAN

GENERAL NOTES

- 1) CONTRACTOR IS RESPONSIBLE TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK IN ANY ZONE.
- 2) ALL WORK AND MATERIALS SHALL COMPLY WITH BRIAN HEAD STANDARD SPECIFICATIONS.
- 3) PROJECTS SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE CONSTRUCTION BEGINS. THIS SIGN WILL HAVE A MINIMUM SIZE, PLACEMENT LOCATION AND CONTENT INFORMATION WITH THE COMPANY NAME, PHONE CONTACT AND GRADING PERMIT NUMBER.
- 4) PROJECTS SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT, SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES.
- 5) A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICE INSPECTORS.
- 6) FOLLOW APPENDIX J STANDARDS FOUND IN THE IBC.
- 7) ALL OBJECTS SHALL BE KEPT OUT OF THE SIGHT DISTANCE CORRIDORS THAT MAY OBSTRUCT THE DRIVER'S VIEW.

DUST CONTROL

THESE DUST CONTROL MEASURES MUST BE OBSERVED AT ALL TIMES:

EARTH MOVING ACTIVITIES:

- 1) APPLY WATER BY MEANS OF TRUCKS, HOSES AND/OR SPRINKLERS AT SUFFICIENT FREQUENCY AND QUANTITY, PRIOR TO CONDUCTING, DURING AND AFTER EARTHMOVING ACTIVITIES.
- 2) PRE-APPLY WATER TO THE DEPTH OF THE PROPOSED CUTS OR EQUIPMENT PENETRATION.
- 3) APPLY WATER AS NECESSARY AND PRIOR TO EXPECTED WIND EVENTS.
- 4) OPERATE HAUL VEHICLES APPROPRIATELY IN ORDER TO MINIMIZE FUGITIVE DUST AND APPLY WATER AS NECESSARY DURING LOADING OPERATIONS.

DISTURBED SURFACE AREAS OR INACTIVE CONSTRUCTION SITES:

- 1) WHEN ACTIVE CONSTRUCTION OPERATIONS HAVE CEASED, APPLY WATER AT SUFFICIENT FREQUENCY AND QUANTITY TO DEVELOP A SURFACE CRUST AND PRIOR TO EXPECTED WIND EVENTS.
- 2) INSTALL FENCE BARRIER AND/OR "NO TRESPASSING" SIGNS TO PREVENT ACCESS TO DISTURBED SURFACE AREAS.

PROJECT MAP



SEPTEMBER 2023
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors

205 East Tabernacle #4
St. George, Utah 84770
Phone (435) 673-2337



OWNER / DEVELOPER

AMMIL DEVELOPMENT LLC
CHELSEA CURCURI
chelseac@ammildevelopment.com
(774) 454-9404
5725 S. VALLEY VIEW BLVD
LAS VEGAS, NV 89118

ENGINEERING CONTACT

BUSH AND GUDGELL, INC.
205 EAST TABERNACLE #4
ST. GEORGE, UT 84770
RICK MEYER - PROJECT MANAGER
(435)-673-2337



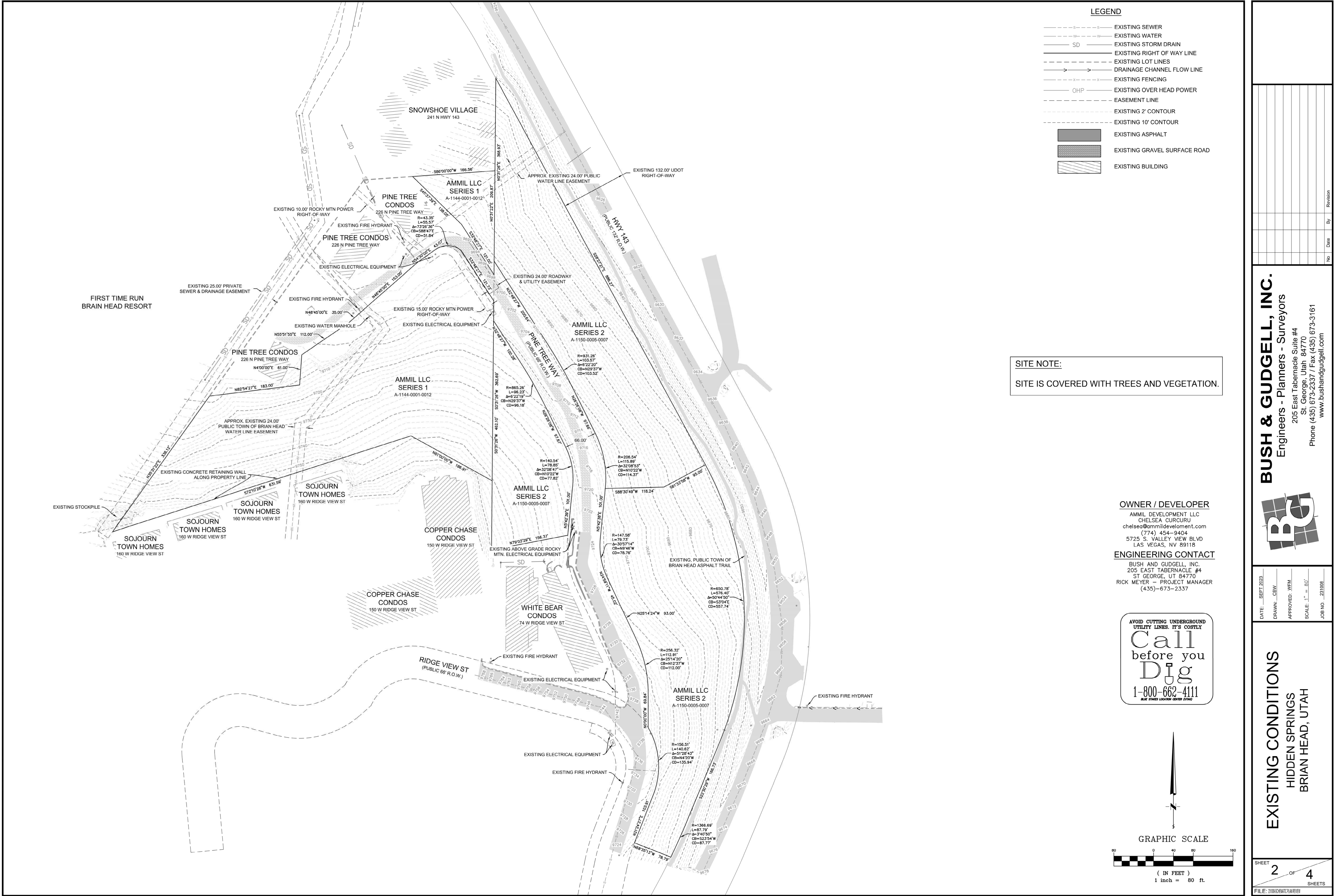
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors



DATE: SEPT 2023
DRAWN: CEW
APPROVED: WFM
SCALE: NOTED
JOB NO: 231008

COVER SHEET
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 1 OF 4 SHEETS
FILE: \\BUSHGUDGELL\B&G\231008 - Brianhead Multi-Family Due Diligence\Drawings\Schematic Plan\Hidden Springs Schematic Plan Review.dwg





LEGEND

- EXISTING SEWER
- EXISTING WATER
- SD EXISTING STORM DRAIN
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT LINES
- DRAINAGE CHANNEL FLOW LINE
- EXISTING FENCING
- OHP EXISTING OVER HEAD POWER
- EASEMENT LINE
- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- EXISTING ASPHALT
- EXISTING GRAVEL SURFACE ROAD
- EXISTING BUILDING

SLOPE LEGEND

- 0% TO 9.999% SLOPE RANGE
- 10% TO 24.999% SLOPE RANGE
- 25% TO 39.999% SLOPE RANGE
- 40% TO 1000% SLOPE RANGE

OWNER / DEVELOPER

AMMIL DEVELOPMENT LLC
CHELSEA CURCURI
chelseac@ammildevelopment.com
(774) 454-9404
5725 S. VALLEY VIEW BLVD
LAS VEGAS, NV 89118

ENGINEERING CONTACT

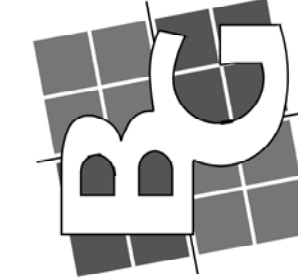
BUSH AND GUDGELL, INC.
205 EAST TABERNACLE #4
ST. GEORGE, UT 84770
RICK MEYER - PROJECT MANAGER
(435)-673-2337

AVOID CUTTING UNDERGROUND
UTILITY LINES. IT'S COSTLY
**Call
before you
Dig**
1-800-662-4111
BLUE STAKES LOCATION CENTER (UTAH)

GRAPHIC SCALE

80 0 40 80 160
(IN FEET)
1 inch = 80 ft.

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors



DATE: SEPT 2023
DRAWN: CEW
APPROVED: WFM
SCALE: 1" = 80'
JOB NO. 231008

SLOPE ANALYSIS
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 3 OF 4 SHEETS
FILE: 231008\PLAN\REV

SNOW REMOVAL REQUIREMENTS

1. FROM NOVEMBER 1 TO APRIL 30 SNOW RESTRICTIONS ARE IN PLACE.
2. PUBLIC WORKS WILL BE ON ROADWAYS AS SOON AS SNOW DEPTH REACHES 4".
3. HWY 143 IS UDOT'S RESPONSIBILITY.
4. MAJOR STREETS WILL BE CLEARED FIRST THEN MOVE TO SECONDARY AND SIDE STREETS ASAP.
5. NO PARKING OR PLACING ANY OBJECT THAT INTERFERES WITH SNOW PLOWING OR REMOVAL EFFORTS ON TOWN STREETS.
6. TOWN STORAGE FOR SNOW EXTENDS 5'-10' BEHIND CURB.
7. SNOW REMOVED FROM YOUR PROPERTY REMAINS ON YOUR PROPERTY. SHOVELING, PLOWING OR BLOWING SNOW BACK INTO STREET IS PROHIBITED AND COULD BE FINED.
8. KEEP DUMPSTER AND HYDRANT AREAS CLEAR.

PARKING REQUIREMENTS

1. VEHICLES ARE NOT ALLOWED TO BE PARKED IN THE PUBLIC RIGHT-OF-WAY.
2. PARKING ON NARROW STREETS PROHIBITED: MINIMUM OF 14' FOR PASSING.
3. NON-MOTORIZED PARKING PROHIBITED.
4. NO OVERSIZE VEHICLES MEASURING 8' WIDE AND 26' LONG, EXCEPT CONSTRUCTION, DELIVERY AND EMERGENCY VEHICLES.
5. UNLAWFUL TO PARK ON STREETS NOV 1 TO APRIL 30 DURING WINTER SEASON.

SITE NOTE:

SITE IS COVERED WITH TREES AND VEGETATION.

LEGEND

- EXISTING SEWER
- EXISTING WATER
- EXISTING STORM DRAIN
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT LINES
- DRAINAGE CHANNEL FLOW LINE
- EXISTING FENCING
- EXISTING OVER HEAD POWER
- EASEMENT LINE
- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- RIGHT-OF-WAY LINE
- LOT SETBACK LINE
- CENTER LINE
- EXISTING ASPHALT
- EXISTING GRAVEL SURFACE ROAD
- EXISTING BUILDING

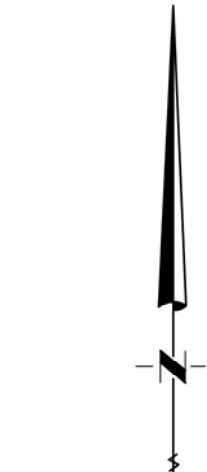
OWNER / DEVELOPER

AMMIL DEVELOPMENT LLC
CHELSEA CURCURI
chelsea@ammildevelopment.com
(774) 454-9404
5725 S. VALLEY VIEW BLVD
LAS VEGAS, NV 89118

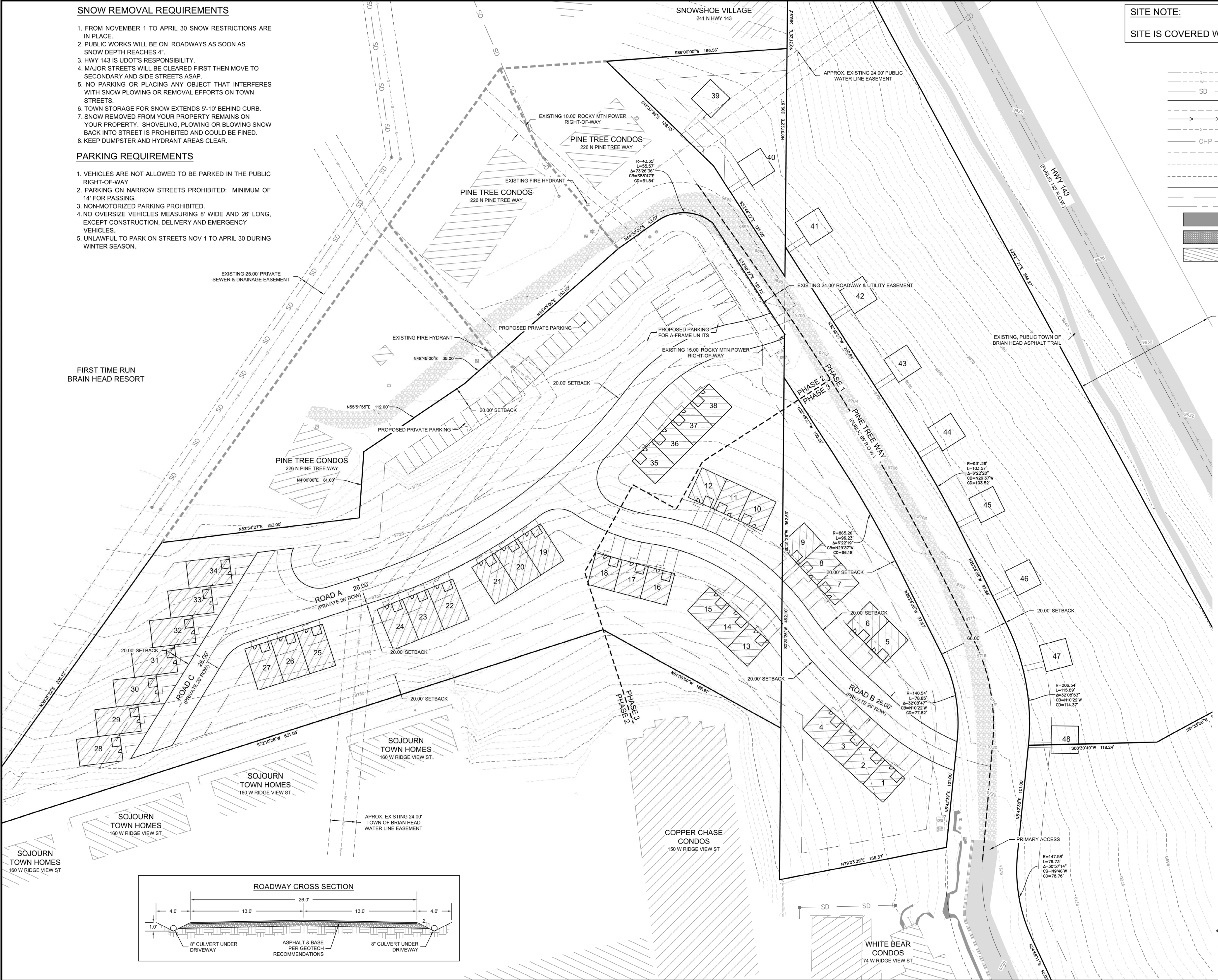
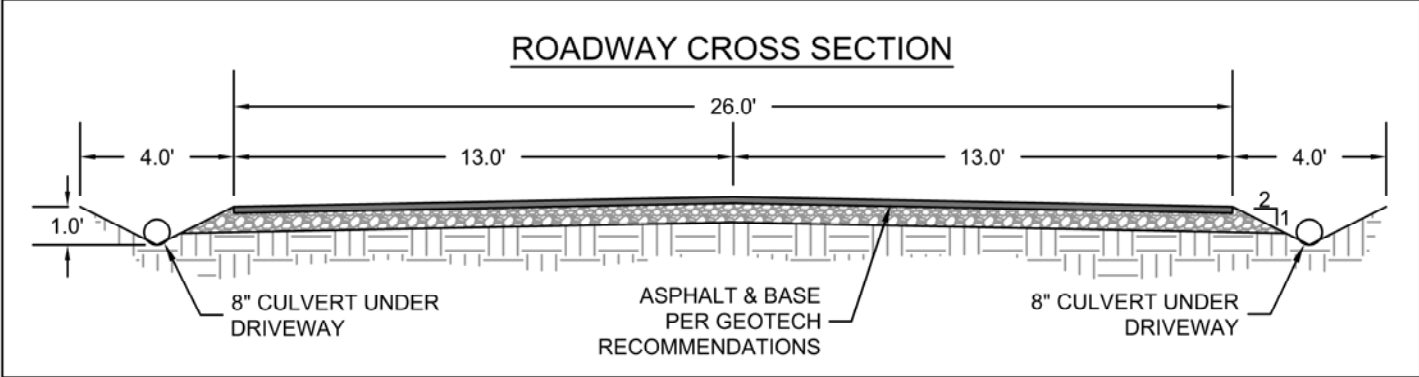
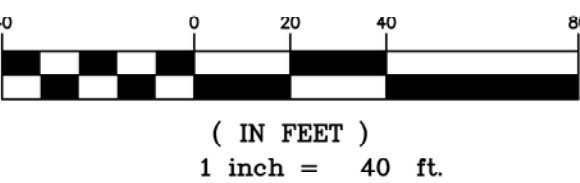
ENGINEERING CONTACT

BUSH AND GUDGELL, INC.
205 EAST TABERNALE #4
ST. GEORGE, UT 84770
RICK MEYER - PROJECT MANAGER
(435)-673-2337

AVOID CUTTING UNDERGROUND UTILITY LINES. IT'S COSTLY
Call before you Dig
1-800-662-4111
BLUE STAVES LOCATE CENTER (STW)



GRAPHIC SCALE



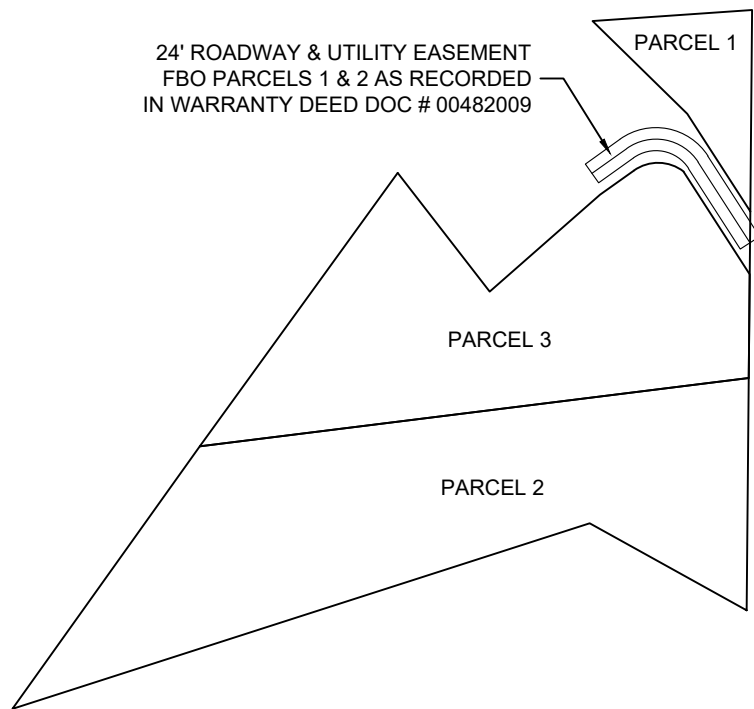
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors



DATE: SEPT 2023
DRAWN: CBW
APPROVED: WFM
SCALE: 1" = 40'
JOB NO: 231008

SCHEMATIC SITE PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 4 OF 4
FILE: 231008 SITE PLAN.dwg



X:\231000-231999\231008 - Brianhead Multi-Family Due Diligence\Survey Research\ACCESS EASEMENT - DOC 482009.dwg

EASEMENT
HIDDEN SPRINGS
BRIAN HEAD, UTAH



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161

Recording Requested by:
First American Title Insurance Agency, LLC
365 South Main
Cedar City, UT 84720
(435) 586-4476

AFTER RECORDING RETURN TO:
J & E Development, LLC
1814 Walker Lane
Henderson, NV 89014

00482009 Ek00926 Pg00207-00209

PATSY CUTLER - IRON COUNTY RECORDER
2004 APR 19 16:49 PM FEE \$17.00 BY PTC
REQUEST: FIRST AMERICAN TITLE/CEDAR CITY

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

FIRST AMERICAN TITLE COMPANY
6-776

WARRANTY DEED

Escrow No. 362-4262358 (cr)
A.P.N.: A-1144-1-12 Acct No. 239860

William Thomas Marshall and Ruth Ann Marshall as Trustees of The Marshall Family Trust, Grantor, of Logan, Cache County, State of UT, hereby CONVEY AND WARRANT to

J & E Development, LLC, a Nevada Limited Liability Company, Grantee, of Henderson, Clark County, State of NV, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in Iron County, State of Utah:

PARCEL NO 1:

Beginning at a point North 0°31'26" East 647.76 feet from the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 2, Township 36 South, Range 9, West, Salt Lake Base and Meridian; thence North 0°31'26" East 209.87 feet; thence South 86°00'00" West 166.56 feet; thence South 45°37'39" East 138.05 feet; thence South 32°48'27" East 121.00 feet to the point of beginning.

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

PARCEL NO 2:

Beginning at a point South 89°31'46" East 1322.90 feet and North 0°31'26" East 232.29 feet from the West Quarter corner of Section 2, Township 36 South, Range 9, West, Salt Lake Base and Meridian; thence North 61°00'00" West 186.90 feet; thence South 72°10'28" West 631.58 feet; thence North 35°30'55" East 336.07 feet; thence North 82°54'27" East 576.14 feet; thence South 0°31'26" West 241.95 feet to the point of beginning.

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

Affects all of Parcel No. 1 and 2:

Subject to and together with a 24 foot wide roadway and utility easement, being 12 feet on each side of the following described centerline: Beginning South 89°31'46" East 1322.90 feet along the Quarter Section line and North 0°31'26" East 615.00 feet along the 1/16 Section Line from the West Quarter corner of Section 2, Township 36 South, Range 9, West, Salt Lake Base and Meridian; thence North 32°48'27" West 99.73 feet; thence along the arc of a curve to the left, having a radius of 52.35 feet, a distance of 84.69 feet; thence South 54°30'00" West 44.37 feet to the point of ending.

PARCEL NO 3:

Beginning South 89°31'46" East 964.63 feet along the Quarter Section line and North 693.17 feet from the West half corner of Section 2, Township 36 South, Range 9, West, Salt Lake Base and Meridian; said point also being the most Westerly corner of PineTree Conominiums, Phase II; thence South 37°45'00" East 156.39 feet; thence North 48°45'00" East 153.00 feet; thence North 54°30'00" East 43.15 feet; thence along the arc of a curve to the right having a radius of 43.35 feet, a distance of 55.57 feet; thence South 32°48'27" East 127.10 feet; thence South 0°31'26" West 108.00 feet; thence South 82°54'27" West 576.14 feet; thence North 35°30'55" East 360.00 feet to the point of beginning.

Together with a right of way for ingress and egress over and across the Grantor's adjacent property.

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year **2004** and thereafter.

Witness, the hand(s) of said Grantor(s), this **April 13, 2004**.

William Thomas Marshall and Ruth Ann
Marshall as Trustees of The Marshall Family
Trust

Ruth Ann Marshall, Trustee
Ruth Ann Marshall, Trustee

00482009 Bk00926 Pg00208

STATE OF UTAH)
)Ss.
COUNTY OF CACHE)

On 4/14/, 20 04, personally appeared before me, **William Thomas Marshall and Ruth Ann Marshall as Trustees of The Marshall Family Trust** the signer of the within instrument, who duly acknowledged to me that he/she executed the same.

David B. Freeman
Notary Public
DAVID B. FREEMAN
(Printed Name)
My Commission expires: 1-1-08



00482009 BK00926 Pg00209

BRIAN HEAD CITY PLAT

Section 2, Township 36 South, Range 9 West, SLM.

LOT 12

SW1/4NW1/4

SCALE 1"=100'

S0°28'12"W 1472.18'
1/4 NW Cor Sec 2

EAST 32.78'

N52°09'40"W 182.32'

192.31'

54.01'

1322.54'

879.22'

N00°28'32"E

137.00'

195.12'

S89°31'46"E 242.47'

S89°31'46"E

1322.90'

137.00'

195.12'

S89°31'46"E 242.47'

S89°31'46"E

1322.90'

137.00'

195.12'

S89°31'46"E 242.47'

S89°31'46"E

1322.90'

137.00'

Burt's "Day Lodge"

A-1144-1
#30939

N89°30'19"W 287.00'

BRIAN HEAD RECREATION I, LLC

A-1144-1
#30939
16.16 AC.
BK 1493/1538

BRIAN HEAD RECREATION I, LLC

A-1144-1-10
#31770
9.19 AC.
BK 1493/1538

STORM DRAIN &
SEWER EASEMENT
BK 1085/672

J & E DEVELOPMENT, LLC
A-1144-1-12
#239860
2.768 ACRES
BK 926/207-9

J & E DEVELOPMENT, LLC
A-1144-1-12
#239860
BK 926/207-9

J & E DEVELOPMENT, LLC
A-1144-1-12-2
#254596
1.434 ACRES
BK 926/787-9

TYLER LYNN
A-1144-1-11-2
#286952
BK 1461/1225

COPPER CHASE OWNERS ASSOC.
A-1144-11-1
#267804
.913 AC
BK 4581378.380

COPPER CHASE CONDOS
PHASE 1

PINE TREE CONDOMINIUMS
PHASE 1

PINE TREE CONDOMINIUMS
PHASE 2

PINE TREE CONDOMINIUMS
PHASE 1

PINE TREE CONDOMINIUMS
PHASE 1

PINE TREE CONDOMINIUMS
PHASE 1

PINE TREE CONDOMINIUMS
PHASE 1

PINE TREE CONDOMINIUMS
PHASE 1

PINE TREE CONDOMINIUMS
PHASE 1

PINE TREE CONDOMINIUMS
PHASE 1

PINE TREE CONDOMINIUMS
PHASE 1

SEE ANDERSON
P.U.D. FOR THIS
AREA

U-1-43

19°24'55"
R = 636.78'
L = 215.79'

12°28'35"W 121.10'

191.11'

1321.76'

108.00'

241.95'

N00°31'26"E

1321.76'

108.00'

241.95'

N00°31'26"E

1321.76'

108.00'

241.95'

N00°31'26"E

1321.76'

108.00'

241.95'

N00°31'26"E

1321.76'

108.00'

241.95'

N00°31'26"E

1321.76'

108.00'

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into on this _____ day of _____, 2024, by and between Brian Head Town, a municipal corporation and subdivision of the State of Utah (“**Town**”), and Ammil Development LLC, a _____ limited liability company (“**Developer**”), for development of the land to be known as [Hidden Springs] (“**Development**”).

A. Developer owns and controls approximately 11.72 acres of real property located in Iron County, Utah (“**Property**”), legally described in Exhibit A, which is depicted on the Hidden Springs Preliminary Plat attached hereto as Exhibit B (“**Plat**”). Developer desires to design and develop the Property as a residential community which will include open space and trails and may include a community swimming pool and clubhouse.

B. The Town, acting pursuant to its authority under Utah Code Section 10-9a 101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the Development, and, in the exercise of its legislative discretion, has elected to approve this Agreement, provided, however, that Town makes no representation that the above referenced statutes are satisfied in full by entering into this Agreement.

C. The parties acknowledge that this Agreement between Developer and Town will result in planning and economic benefits to the Town and its residents by increasing property tax and other revenues to the Town based on improvements to be constructed on the Property.

D. The parties acknowledge that this Agreement between Developer and Town will also result in planning and economic benefits to the Developer by providing assurances to Developer that it will have the ability to develop the Property in accordance with agreed terms and conditions within this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein,

Town and Developer mutually agree, covenant and promise, as follows:

A. DEFINITIONS.

1. Association. “**Association**” means and refers to the “**Owners Association**” organized pursuant to the Declaration (defined below). The Association which will have, after the period of Developer administrative control, certain responsibilities including but not limited to: preserving and maintaining common areas, facilities, and amenities which are retained and developed for the common use and benefit of all the owners, including commonly owned streetscapes; the development and enforcement of architectural and landscaping design guidelines; developing and enforcing rules and regulations for the continuing operation of the Property; and collecting regular and special assessments, transfer fees, fines, and penalties from the owners in the Property. The Association will be created by the Developer as a non-profit corporation organized under the laws of the State of Utah. The Association will (1) acquire, construct, operate, own, manage, and/or maintain

the common areas within the Property, perform and provide certain services and functions including, without limitation or obligation, contracting for maintaining certain public trails and throughways; (2) be responsible for maintenance and repair of common nonpublic improvements upon property in the Property owned or controlled by the Association in addition to annual, usual and special assessments for maintenance of common nonpublic improvements in the Property; (3) the Association will levy such assessments as may be necessary from time to time to repair, restore or replace landscaping, or other common nonpublic improvements, when necessitated by the installation, maintenance, repair, or replacement of public water, sewer, power, natural gas, and drainage infrastructure; (4) upon the transfer of any lot or homesite, levy, collect and disburse any transfer assessment imposed under the Declaration; and (5) as the agent or representative of the members of the Association, administer and enforce all provisions hereof and enforce use and other restrictions imposed on the Property.

2. Declaration. “**Declaration**” means and refers to the declaration of covenants, conditions and restrictions upon the Property which will be recorded in the Iron County Recorder’s Office and will run with the land. The Declaration will set forth the rights and obligations of the Developer, the Association, and the individual owners with respect to one another, will establish a lien for the collection of assessments, and serve other purposes ordinary to Declaration in similar projects. The parties acknowledge and agree that under no circumstances will Town have any enforcement obligations under the Declaration.

3. Design and Development Guidelines. “**Design and Development Guidelines**” means the written review standards, if any, promulgated by the Architectural Review Committee (“**ARC**”) created pursuant to the Declaration of the development criteria adopted and from time to time, amended by the Developer and implemented by ARC.

4. Developer. “**Developer**” is defined in the opening paragraph.

5. On-site Improvements. “**On-site Improvements**” means and refers to all public envisioned developer improvements including, sewer, storm drainage, rock lined drainage swales, culinary water, natural gas, lighting, underground utility systems, streets, streetscapes, common areas designated within or adjacent to the Property, snow storage areas, trails, ski trails, or other improvements within the boundaries of the Property.

6. Open Space. “**Open Space**” means land outside of designated improvement areas and outside of the On-Site Improvement areas in this Agreement, which meets the criteria set forth in the Brian Head Town Code “Recreation Open Space Zone” as set forth in §9-7-7 thereof.

7. Public Safety Department. “**Public Safety Department**” means and refers to the agencies acting within their official capacity to perform duties relating to community public safety, law enforcement, emergency response, search and rescue, community fire education and fire prevention services for Town.

8. Public Works Department. “**Public Works Department**” means and refers to the Town department which is responsible for the public works, and operation and maintenance of public infrastructure within the Town.

B. DEVELOPMENT; DENSITY.

1. Development of Infrastructure and Lot Releases. The Property will be developed in phases as shown on the Plat and will enjoy the rights conferred by and be subject to the terms of this Agreement. The Property will be developed in accordance with the Town’s ordinances, regulations, and process with respect to entitlements and construction, and Developer will have the sole discretion to decide how the development proceeds.

2. Residential Density of the Property. The parties agree that the Plat shows the intended residential uses and these anticipated land uses are in substantial conformance to the Town’s general plan, and that the proposed density will be considered an entitlement number and that number will not be altered by any zoning ordinances including, but not limited to, hillside development regulations, setback and open space requirements. The development of the Property to less than the full maximum allowed density will not release Developer from any obligations to the Town as set forth herein, unless as a result of a General Plan amendment which is not requested by Developer, or unless the reduction in total units results in a corresponding reduction in public facilities and/or improvements supported by the appropriate engineering/planning studies as approved by the Town and incorporated in an amendment to this agreement.

C. VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS.

Subject to Utah Code Sections 10-9a-509, with the recording for public record of this Agreement, Developer’s right to develop the Property as described herein is hereby vested subject to the conditions precedent expressly set forth in this Agreement allowing for modification of specific requirements as development of the Property progress toward completion. Nothing in this Agreement will limit the current or future exercise of the police power by the Town in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement provided that the adoption and exercise of such power is directed at a critical health, welfare and safety concern and will not restrict Developer’s vested rights to develop the Property as provided herein. Furthermore, the Property is still subject to the administrative procedures applicable to the development of the Property, including but not limited to all subdivisions and permit applications, approvals and inspections applicable to the Property. In order to preserve the rights vested to Developer herein, Developer must reasonably pursue the development of the Property. This Agreement is not intended to and does not bind the Town Council in the independent exercise of its legislative discretion with respect to such zoning regulations, except to the extent specifically covenanted as set forth herein, the provisions of this Agreement by recording intended to run with the land to the benefit and burden of Developer and its successors and assigns. Notwithstanding any of the foregoing, nothing herein will prohibit Developer from relying on the zoning in effect at the time any given subdivision application has been submitted, and pursuant to Utah Code Section 10-9a-509, Developer will be entitled to approval of all

completed applications on the basis of the zoning laws and regulations in effect at the time such application was submitted without regard to any subsequent changes to such laws or regulations.

D. COMPLIANCE WITH TOWN DESIGN AND CONSTRUCTION STANDARDS.

Developer acknowledges and agrees that unless expressly stated otherwise, nothing in this Agreement will be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the Town necessary for development of the Property, including the payment of fees, and compliance with the Town's design and construction standards for public improvements which are approved at the time of construction, except as may be specifically set forth otherwise herein.

E. TIME FOR CONSTRUCTION AND COMPLETION OF THE PROPERTY.

Except as otherwise provided in this Agreement, Developer will have the discretion as to the time of commencement, construction, infrastructure phasing and completion of any and all development of the Property. Developer's discretion will be confined within the time limitations set forth in Town code such as final plat expiration.

F. ROADS.

1. Road Dedication. Town and Developer will cooperate in the dedication of Pine Tree Way. In addition, Developer will dedicate any completed rights-of-way within the Property constructed to Town standards as plats are approved for that portion of the Property containing such rights-of-way.

2. Road Access Provided to Town. Pine Tree Way, as well as the private roads within the Property will be monitored and maintained to provide the Town's Public Works and Public Safety Departments year-round normal maintenance and emergency 24/7 access for fire prevention, code enforcement, marshals monitoring, together with access for any other public purpose.

3. Road Standards. Developer will coordinate with Town through Developer's engineer, to ensure all improvements meet or exceed Town's standards and requirements for road design and construction. All proposed roads will be constructed per Town standards. Roads will be private with plowing service to meet or exceed the Town four-hour rule. All private roadways will also serve as water and sewer and utility easements.

4. Road Costs and Ongoing Maintenance. Developer will bear the initial costs of below and above surface construction of all interior roadways within the Property. Developer will construct and install all utilities within road rights of way whether public or private. Once completed, the Town will be responsible for the maintenance of all utilities within and along all finished roadways, and all other interior roadways, and ongoing maintenance of the above ground improvements on public roads such as Town road signage maintenance. Developer will be responsible for maintaining all above and below ground improvements on private roads. Except as requested by Developer, in the event Town removes asphalt pavement for normal or emergency access and/or underground

maintenance or repair of utilities, Town will be responsible to repair where the pavement was removed, Town will be responsible for all future replacement paving or repairs on all public designated roadway(s).

5. Road Snow Plowing. Developer, Developer's designee (including the Association), will be responsible for snow removal of all private interior roadways and private facilities. Developer will strive to meet or exceed the Town's 4-hour goal of snow plowing response times.

6. Roadside Snow Storage Area. Developer will construct roadside snow storage areas on the sides of the roadways and/or designated areas to serve the Property, meeting or exceeding Town's standards.

7. Street and Traffic Control Safety Signage. Developer will bear sole responsibility for costs to purchase, construct, and install all public street signage, including related or required permanent structures, mounts, or supports, and will include all permanent road signage and traffic control devices and signs, which will be in conformance with the requirements of the Manual on Uniform Traffic Control Devices and Town standards.

8. Roadside Drainage System. Developer, at its sole cost and expense, will construct water drainage system along the roadsides, with culverts under the system as needed, and rock lined drainage swales to serve the Property. After installation, Town will be responsible for the maintenance, repair and replacement of the above drainage systems.

G. UTILITIES.

1. Responsible Parties. Developer will bear sole responsibility for costs to initially construct all underground utilities within the Property including water, sewer, power, natural gas, fiber, internet and/or telephone infrastructure together with those third-party providers. Town will bear sole responsibility for costs to maintain, and repair below surface utility improvements for water and sewer utilities Developer and/or individual purchasers and owners will be responsible for their own ongoing maintenance of lines and pump systems from their "lateral lines" into all structures. The parties anticipate that third-party providers such as Rocky Mountain Power, Dominion Gas, fiber, internet, and/or telephone providers, and other service providers will bear sole responsibility for costs to maintain, and repair below surface related utility improvements or repairs for their respective utilities.

2. Water; Vesting of Density Units. Developer will construct water source, storage and distribution improvements connecting to Town's water supply, adhering to Town's standards to serve the Property. Town will transfer water rights to Developer in accordance with the Brian Head Town Development Water Rights Purchase Agreement attached as Exhibit C to provide municipal service for the density/units contemplated in this Agreement. Developer will coordinate with Town through Developer's engineer, to ensure all water improvements meet or exceed Town's standards and requirements for design and construction. The transfer and use of such water rights will be governed by that

certain [Water Rights Transfer and Holding Agreement] between Town and Developer, such agreement to be negotiated and agreed to prior to finalization of this Agreement and included as part of the documents comprising Exhibit C.

3. Sewer.

(a) Sewer Collection and Conveyance. Developer will, at its sole cost and expense, construct improvements connecting the Town's sewer, using both a combination of the Town's traditional gravity system and a hybrid gravity / low pressure sewer system, adhering to Town's standards to serve the Property. In no event will Developer be entitled to consume collection or conveyance capacity needed for the buildout of the existing Town or increase the cost burden on the community.

(b) Sewer Treatment. Developer will have no obligation to meet any sewer treatment capacity demands in the future.

4. Utility Easements for Sewer and Water Extensions. If a sewer or water easement becomes necessary for any extension of sewer or water systems planned, into adjoining land owned and controlled by Developer, Town will agree to acquire such easements from Developer at no cost to the Town.

5. Gas and Power. Developer will, at its sole cost and expense, construct improvements connecting both, the gas-line supply and power-line supply provided by Dominion Gas Co. and Rocky Mountain Power to serve the Property. After installation, the applicable utility provider will be responsible for the maintenance, repair and replacement of the applicable improvements.

H. EASEMENTS.

1. Town Public Trail Easement, Operation and Maintenance. Developer agrees to provide land for non-exclusive easements supporting a connection and an expansion of the Town's public trail network through the Property, any new trails will plug into existing trails on Town and Forest Service Land to the extent possible. Developer will develop, construct and dedicate trails to the Town on such nonexclusive easements at Developer's sole cost and expense. Once dedicated to the Town, the Town will maintain dedicated trails. If Developer, at Developer's sole discretion, finds the Town's maintenance to be insufficient then Developer upon notice to the Town and in cooperation with the Town may upgrade and/or maintain public trails to the standards of the Town. Improvements donated to Town by the Developer will include a Trail Easement Agreement for the use of the land to the Town.

2. Easements and Right of Way Dedications. Any record of survey filed at the Iron County Recorder's office with respect to the entire Property will designate, both the streets and utility plan easements, in addition to all other easements including dedicated private trail easements, Town sewer easements, public trails, and throughways or rights of way as are reasonably necessary for servicing the Property and which will be configured to minimize the impact on the servient property. Easements and public rights of way will be granted or dedicated to the Town and/or other applicable third parties, as the case may be,

as a part of any record of survey to benefit the Property. Town and Developer will mutually cooperate to grant cross easements as may be shown on the applicable record of survey. Developer will reserve such easements as are reasonably necessary for all sewer, utilities, water storage, snow storage, or drainage of the Property's runoff water control. Such easements will be located so as to minimize impact on the servient property.

I. OPEN SPACE.

Developer has flexibility in adjusting Open Space boundaries and may designate Open Space for private use, for public access, or to preserve the unique and natural features of such areas. At the sole discretion and election of Developer, Open Space may be encumbered with an easement restricting its use accordingly. [Notwithstanding anything herein to the contrary, Developer will not have the right to alter any trails included in the Town Trails Master Plan included as Exhibit __ hereto without the consent of Town.]

J. LAND USES; RESTRICTIONS.

1. Land Uses. Residential spaces are intended and planned for the Property including but not limited to, residential single-family homes, townhomes, condominiums, and a-frame cabins.

2. Trails. Pedal bicycles or mountain bikes (including e-bikes, excepting on specified trails for such use), motorcycles, all-terrain vehicles (ATV's), other off-road vehicles, and all means of transport whatsoever, (excepting snowmobiles which are prohibited), will be allowed only on specified trails or easements designated for such use, and homesite driveway access. Subject to the foregoing, Developer and/or the Association will have the authority; (a) to prohibit entirety from Property certain motor vehicles that may be considered to emit noise or other pollution in excess of levels or standards promulgated by the Developer, or Association, and (b) to promulgate such other rules, regulations and restrictions as it deems appropriate with respect to the operation of motor vehicles, non-motorized vehicle, and all means of transport whatsoever nature on the Property.

K. INTENDED DEVELOPMENT AND DESIGN ENVELOPES.

All structures will only be permitted within the boundaries of the site development areas as referenced in the Plat. The Developer has flexibility and sole discretion to amend the envelopes, driveway corridors, and natural Open Space zone areas subject to the Declaration.

L. PROPERTY PERMANENT AND TEMPORARY SIGNAGE.

Developer may, at Developer's cost, elect to design, construct, install, maintain, and repair, both, temporary and permanent decorative Property-themed signage on private roads within the Development, including but not limited to community-naming and roadside numbering, custom monument, rock inspired style signage for fire prevention and home identification purposes. In addition, Developer is allowed signage related to Property and real estate sales activities, including open model home signage, flags and banners, for purposes related to real estate sales activities per Town sign code requirements.

M. REGULATORY MATTERS.

Town and Developer will cooperate in all regulatory matters, which affect both parties. Other requirements of law and processes typical to the development process are not waived by this Agreement, but all such processes will proceed consistent with the Town Code. Any items or developmental processes not addressed by this Agreement will be governed by the normal Town Code existing at the time of the submittal of any development application with respect thereto. To the extent the Property does not utilize current capacities included within the existing Town infrastructure, Developer will not incur any impact fees with respect thereto. Developer may be subject to other impact fees as the Town generally imposes as part of any development application.

N. STANDARD LOT SETBACK AND DESIGN REQUIREMENTS.

The standard minimum lot setbacks will be in accordance with Town's zoning ordinances for the intended respective use for each given site or parcel, as of the date the Parties entered this Agreement, and Developer reserves the right to define, publish, communicate, and enforce more stringent setbacks, height restrictions and overall design guidelines and requirements, at Developer's sole discretion, without obligation, within its own design and development guidelines which will be subject to Town's approval and may change and be amended time to time.

O. ALL ASSOCIATED LIGHTING.

Developer will bear sole responsibility for costs to construct, maintain, and repair mountain lighting standards in accordance with Town's code requirements with additional stringent standards which meet or exceed Town's current standards. Best practices to be taken from the International Dark Sky Association and its recommended Night Sky Standards, consistent of low to ground lighting systems and direct ground lighting systems.

P. ADDITIONAL DEVELOPER'S OBLIGATIONS.

In addition to the Developer obligations set forth elsewhere in this Agreement, the Developer will meet the following requirements in the times and manner set forth herein.

1. Commitment of Developer. The obligations of Developer described by this Agreement and the Town Code are intended by the parties to be comprehensive of all obligations required of Developer by the Town.
2. Trash. Developer will install trash receptacles, per Town standards, to serve the Property.
3. Fire Hydrants. Developer will, at its sole cost and expense, install fire hydrants, per Town standards, to serve the Property. After installation, Town will be responsible for the maintenance, repair and replacement of the fire hydrants.
4. Fiber. Developer will, at its sole cost and expense, install fiber for internet and telephone service with Town's preferred provider. After installation, the internet

provider in the Town will be responsible for the maintenance, repair and replacement of the internet fiber improvements.

5. Remedies. If Town determines, in its sole and exclusive discretion, that Developer or Association have failed to fully satisfy and comply with any obligation in this Section and all of its subsections, the Town will provide written notice to Developer of such failure and Developer will have a period of 30 days to cure such default, provided that if such cure requires more than 30 days and Developer is using commercially reasonable efforts to effectuate such cure, then Developer will have such additional time as necessary to cure the default. In the event Developer fails to remedy such default, the Town will have all remedies at law or equity.

Q. AGREEMENT TO RUN WITH THE LAND.

This Agreement will be recorded against the Property prior to commencement of any work related to development of the Property. This Agreement will be recorded in the Office of the Iron County Recorder, will be deemed to run with the Property, will encumber the same, and will be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property for a period of [] years. This Agreement will not extend beyond [] years in any respect, including vested rights, except as may be mutually agreed upon in writing between the Parties.

R. ASSIGNMENT.

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

S. AUTHORITY.

The parties to this Development Agreement each warrant that they have all of the necessary authority to execute the terms of this Agreement. The Town agrees that is will be bound by this Agreement upon recording of this agreement.

T. APPOINTMENT OF REPRESENTATIVES.

To further the commitment of the parties to cooperate in the implementation of this Agreement, the Town, Developer each will designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town will be the Town Manager, Bret Howser, and the initial representative for the Developer will be Chelsea Curcuru. The parties may change their designated representatives by Notice. The representatives will be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

U. NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.

This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties; except as expressly provided herein.

V. INTEGRATION.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

W. NOTICES.

Any notices, requests, or demands required or desired to be given hereunder will be in writing and should be delivered personally to the party for whom it is intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as communications under this Agreement will be deemed to have been given and received and will be effective three (3) days after deposit in the U.S. Mail to the recipient's address as set forth herein:

Town:

Developer:

Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

X. SEVERABILITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement will be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement will remain in full force and effect.

Y. TIME IS OF THE ESSENCE.

Time is of the essence to this Agreement and every right or responsibility will be performed within the times specified.

Z. LAW AND USAGE.

Any dispute regarding this agreement will be brought only in Iron County, State of Utah, and heard and settled under the laws of the State of Utah. Whenever the context requires, the singular will include the plural, the plural will include the singular, the whole will include any part thereof, any gender will include both genders, and the term "**person**" will include an

individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement will be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

AA. MUTUAL DRAFTING.

Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement will be construed for or against either party based on which party drafted any particular portion of this Agreement.

BB. FORCE MAJEURE.

Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, environmental testing and remediation, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder will excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage, and the same duration of time will be added to extend the Term of Agreement.

CC. COURT COSTS.

In the event of any litigation between the parties arising out or related to this Agreement, the prevailing party will be entitled to an award of reasonable court costs, including reasonable attorney fees.

DD. EXPENSES, FEES.

Except as expressly provided otherwise in this Agreement, Developer agrees to pay all costs and expenses of the Town associated with all applications and approvals associated with Hidden Springs, including, but not limited to, professional fees (including attorney's fees, engineering review fees, design review fees etc.) related to this Agreement and that the Town would not have occurred otherwise in its normal development planning and operations for the Town. Developer agrees to pay the Town's legal costs and expenses incurred in preparation and execution of this Agreement.

EE. ENTIRE AGREEMENT.

This Agreement, and all Exhibits thereto, is the entire agreement between the Parties regarding the subject matter set forth herein and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

FF. WAIVER.

Acceptance by either party of any performance less than required hereby will not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder will be binding unless reduced to writing and signed by the party to be charged therewith.

GG. EFFECTIVE DATE.

This Agreement will be effective as of the date filed for public record in the office of the Recorder for Iron County, Utah.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

BRIAN HEAD TOWN,
a municipal corporation and subdivision of the State
of Utah

By: _____
Clayton Calloway, Mayor

By: _____
Bret Howser, Town Manager

Approved as to legal form:

By: _____

AMMIL DEVELOPMENT LLC,
a _____ limited liability company

By: _____
Chelsea Curcuru

STATE OF UTAH)
); ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, the _____ of BRIAN HEAD TOWN, a municipal corporation and subdivision of the State of Utah, and that the within and foregoing instrument was signed on behalf of said Town.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF UTAH)
): ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, the _____ of BRIAN HEAD TOWN, a municipal corporation and subdivision of the State of Utah, and that the within and foregoing instrument was signed on behalf of said Town.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF UTAH)
): ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, the _____ of AMMIL DEVELOPMENT LLC, a _____ limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

May 3, 2024

Dear Property Owner:

An application has been received by Brian Head Town for a preliminary plat for a newly proposed subdivision on Pine Tree Way. Brian Head Town is sending out this notice as per Utah Code Title 10, Chapter 9a, Part 2 and Brian Head Land Management Code 9-1-8.

- A. Anyone wishing to review the information on the proposed preliminary plat may do so at Brian Head Town Hall during normal business hours of 9:00 a.m. to 4:30 p.m. Monday through Friday.
- B. Anyone wishing to make comments about the proposed preliminary plat may submit written comments to the Brian Head Town Clerk @ nleigh@bhtown.utah.gov no later than May 17, 2024, by 4:30 p.m.
- C. The Brian Head Planning Commission will hold a Public Hearing at the BRIAN HEAD TOWN HALL COUNCIL CHAMBERS, 56 North Hwy 143, Brian Head, UT on May 21, 2024, at 1:00 p.m.

If you have any questions or should need additional information, please do not hesitate to contact our offices during normal business hours.

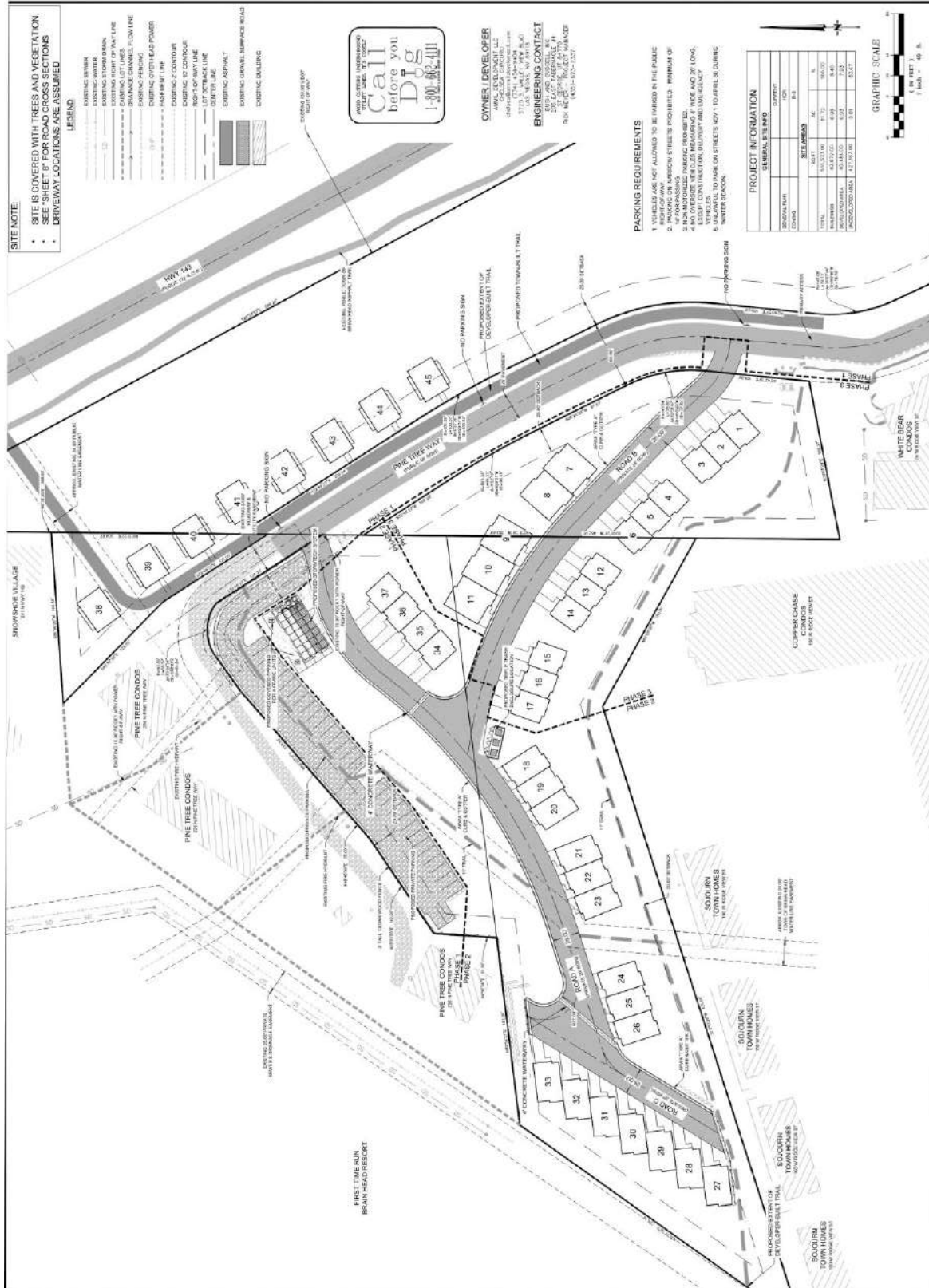
Respectfully,
Brian Head Town

Lester Ross
Building and Planning Official

 BRIAN HEAD

Enclosure

Hidden Springs



May 13, 2024

Hi Nancy,

This letter is taking you up on the offer for written response as stated in the town letter dated May 3rd 2024, option B. Thank you for this opportunity to respond to the proposed preliminary plat for Hidden Springs that is scheduled for a public hearing and comment on May 21st, 2024 at 1pm. I own a condominium Unit in the Pine Tree Condominiums Association ("Pine Tree Condo Association") and am currently the president of the Pine Tree Condo Association. I have owned Unit 1b since 2014 which my family has used and enjoyed for several years. There are 16 Units in the Pine Tree Condo Association, and in reviewing the proposed preliminary plat for the Hidden Springs development that is intended to be constructed on the property adjacent to the Pine Tree Condo Association, the various homeowners/condominium owners in the Pine Tree Condo Association have raised several concerns regarding how the current proposed plans will inhibit and negatively impact the use, safety and quiet enjoyment of the owners' property in the Pine Tree Condo Association.

I, along with the other owners in the Pine Tree Condo Association, appreciate the time and consideration of Brian Head (you, the Brian Head Planning Commission, as well as the other respective persons involved with the planning and building in Brian Head). We believe the Hidden Springs development, as proposed by the preliminary plat, fails to sufficiently address access, parking, snow storage, and tree removal, in addition to creating life safety issues related to emergency access. We ask that Brian Head consider each of the following issues/concerns as they relate to the proposed preliminary plat for Hidden Springs:

- (a) The eight A-frame structures (38-45) that are being proposed without any vehicle/automobile parking adjacent to, or even within close proximity, to the structures. Allowing dwellings to be constructed so far away from the parking is not a realistic/pragmatic option. Additionally, roadway access to and from proposed units 38, 39, and 40, is not provided across Ammil's property. (The 24' roadway and utility easement is for Pine Tree Condos, Phases 1-3, and is not for property outside of these phases). Further, we are concerned that during the winter months the occupants of all these units (38-45) will park directly on Pine Tree Way. When this occurs during snowstorms it will block the only access to our units in Pine Tree. White Bear Condominiums have their own parking garages and private driveways and still their vehicles overflow onto Pine Tree Way creating a hazard accessing our property. This is a safety issue that will only be exacerbated by allowing additional structures to be constructed to the east of Pine Tree Way without adequate parking spaces. If this road is blocked it prevents owners, as well as emergency personnel, from accessing the Units in the Pine Tree Condo Association, which is very problematic. Please see attached photo (**Exhibit A**). This photo was taken during a non-holiday, low snow season day (2/24/24). Please take into consideration what this would look like during a storm and a town plow needing to create a path. At best, vehicles parked on the side of

Pine Tree Way would leave a single lane with no room to pass. This is a life safety issue and would likely result in emergency vehicles being unable to access Pine Tree Condo Association in the event of an emergency.

- (b) These far-removed parking spaces from the units (38-45), will also be an ADA issue based on current codes which Ammil will be accountable for upholding with their current parking proposal.
- (c) Ammil's plans do not provide adequate vehicular access across Ammil's property to the proposed parking stalls located south of Pine Tree phases 2 & 3. Ammil does not have a right to use the private road of Pine Tree Condo Association to access these parking stalls and this proposed development is not part of the Pine Tree Condo Association. The owners at Pine Tree pay for the maintenance, repair, etc., of this private road and are not willing to shoulder the burden and costs of numerous people using this private road to access the adjacent property. The parking and roadway area within the Pine Tree Condo Association is already limited and used to full capacity as it stands. In fact, the area with the proposed parking for Hidden Springs has been utilized/used for parking vehicles by the occupants of the Units in the Pine Tree Condo Association for the past 41 years.
- (d) The construction of Hidden Springs, as proposed by the subject preliminary plat, seems to eliminate nearly all the established trees south of the Pine Tree Condo Association — which does not comport with the well-established policy of Brian Head to preserve the natural environment and rural mountain town atmosphere by preserving as many trees as is possible and reasonable.
- (e) Current plans for structures and parking encourage trespassing onto the Pine Tree Condo Association property for mountain access. This affects our privacy and use of our property, and would also increase the financial burden for maintenance and repair of the private roads and property that is part of the Pine Tree Condo Association / development.
- (f) Current storm water holding area (assumed on the map) on the hill in front of Pine Tree Condo Building A also creates a risk to the land stability of Brian Head within 100 yards from our structures which could effect the use and safety of the Pine Tree Condo Association Units and owners.
- (g) Current building designs for structures 34, 35, 36, 37, 38, 39 & 40 along with the parking area (south of Phases 2 & 3 of Pine Tree) requires access through/across property that is Pine Tree Condo Association property, which is not owned by Ammil — and which Ammil has no legal right to use. Ammil Development does not have any right to access the Hidden Springs property through Pine Tree using the private road.
- (h) The proposed plans do not appear to provide adequate turnaround areas for emergency vehicles. This is another life safety / emergency concern.
- (i) Inadequate snow storage? The proposed development plans fail to clearly identify enough land where snow will be piled and stored. Given the number of units and additional roads proposed, adequate snow storage is a significant problem. The density of the proposed subdivision will require all of the parking areas to be used for parking vehicles, yet there are no areas identified where snow can be piled and stored throughout the winter months. The

current plan, as proposed, appears to be less areas for parking per unit and snow storage for the development than the outdated grandfathered plans from Elevate/Sojourn.

- (j) The Pine Tree homeowners are very concerned that all this development along Pine Tree Way will inhibit access and use of our property during construction. We understand this to be a multiple year project. See **Exhibit B**. This photo was taken in the summer of 2023 when Ammil Development was conducting a simple soil sample. This blocked the only access road for over an hour. There was no notification. This gives an early indication of the developer's empathy and understanding of how their actions affect the surrounding next door neighbors safety and use of their property. This is the only exit and entry to our Pine Tree Condos. The owners at Pine Tree are very concerned about this multi-year construction project and how it will drastically impair our access and use of our property based on the current design both in the short and long term.
- (k) Current road planned with proposed grade (road A) exits onto our property in the current design. Concern with grade and angle, cars in winter will easily get stuck sliding down while blocking Pine Tree Way and our only access to our property and use during the winter months. This issue occurs with the Snow Shoe Development that has a lower climb angle. The difference is they only block their own use. As currently proposed in the preliminary plat for Hidden Springs, if a vehicle gets stuck going to a unit in the Hidden Springs development, it would block all access to and from the units in the Pine Tree Condo Association.
- (l) The grade that will be required and the sharp narrow 90 degree turn from Ammils current parking area into Pine Tree Way will cause the same use issue for Pine Tree owners during the winter months. This will result in vehicles blocking our only access and entry to use our property.
- (m) Road C and its placement as a turnaround and the retaining wall will lead to headlights through our windows at D building impairing our privacy and use.
- (n) In the proposed parking (that requires access through a narrow 90 turn and is currently drawn on our property line) doesn't leave enough space and will require access through our property, which has not been approved by Pine Tree Condo Association. If it was to be approved in the current format, we will be forced to move our parking to the property line which will negate proposed parking in development plans for Ammil.
- (o) Brian Head is known to have land stability issues. Just recently Elevate's retaining wall failed because of the hidden springs under their property. The Lofts longstanding structural issues and abandonment of final phase and most recently Crooked River land issues and retaining wall failures. The hillside construction surrounding Pine Tree Condos and the hidden springs under this land could cause land instability as referenced above which may negatively impact Pine Tree Way along with the structural integrity of our property which would result in the inability to use our property.
- (p) Additionally, as proposed, the amount of trees that would need to be removed to allow for the roads and possible areas of snow storage would seem to eliminate the majority of the trees, which could further enhance the land stability issues in Brian Head and could negatively impact the structural integrity of Pine Tree Condos. As proposed, construction of

Hidden Springs does not further the policy of Brian Head to preserve the natural environment and rural mountain town atmosphere.

For the above reasons, and without limitation, I along with the owners in the Pine Tree Condo Association, believe the Ammil Developers preliminary plat for the proposed Hidden Springs development should not be approved as submitted. We appreciate Ammil developers working to build a community that fits into the Brian Head "look and feel". But we are strongly opposed to the current plans, not because of the aesthetics, but because we firmly believe the current plans, as proposed, will create life safety/emergency issues creating problems for Brian Head and the owners of property near the proposed Hidden Springs subdivision, in addition to the significant and negative impact on the use of our Pine Tree property in the short and long term.

Thank you for your careful and thoughtful consideration in the best interest of Brian Heads continued growth.

Sincerely,
Joseph Rudman
Pine Tree Condominium Association President

Exhibit A Photo Attached



Exhibit B Photo Attached



Road is now blocked. Guys on site say will be passable within the hour.

Response to the Hidden Springs Preliminary plot plan ..

External

Inbox



Ed Kittrell < >

May 16, 2024,
5:10 PM (4 days ago)

to me

From.. Ed Kittrell Unit A4 Pine Tree condominiums..

Nancy ..

In accordance with the Town boards request I am submitting my comments and concerns about the proposed preliminary site design for referenced project.. I am the owner of Condo A4 located in Building A of Pine Tree Condominiums...I have been the owner of the condo since 1999 about 24 to 25 years.. I have raised my kids there.. they all learned to ski on the slopes of Brian Head.. now my grandkids are following in their footsteps.. Myself and my families have many fond memories of our times over the many years at the condo .. skiing.. snowboarding.. ATV riding..

Now. it is really so disappointing that this new proposed development is putting our functional use of our Condo and our only access road in real jeopardy. .. I am in total agreement with the response letter and comments from Joe Rudman .. the President of the Pine Tree HOA ..

Also... as an Architect for almost 50 years with my own company.. where I did 100's of projects all around America including many heavy snow areas .. I am now a simi retired Architect.. was registered in about 15 states over the years .. now still registered in Utah.. NM and Nevada .. Over the years I was registered in Alaska.. where I did major projects in Anchorage and Barrows.. to obtain a license in Alaska I was required to take a college class on Permafrost design which also included design for adequate snow removable and storage areas consideration in design ..

So.. in reviewing this preliminary plot plan... it was obvious that the designer did not take into account any normal snow removal design needs... such as laying out the parking areas with space to allow for the moving and removal of snow... nor allow for any areas for snow storage.. which would include the drainage needs as the stored snow melts. This snow removal and storage issue could have a big negative impact on Pine Tree condominiums... due to the location of their major parking area is directly adjacent to Pine Tree site and private drive.

It also appears that the design did not take into consideration the slope of the land and allow for some of the major grade differences near the Pine tree condos development..

In summary.. if the project is built per this design.. it will totally destroy the parking areas of the Pine Tree condominiums .. which has been in place and used for over 25 years... I never thought that we would ever be put in this situation when I bought the unit.. nor believe someone would or could be allowed to do this to our homes away from home..

Thanks for the opportunity to respond..
Ed Kittrell..

May 17, 2024

Good Morning, Nancy,

Please accept my comments and concerns regarding land/usage development of property which involves Pine Tree Condominium Association.

First, my family and I have been coming to Brian Head since February 1981. For many years we rented cabins or condos and eventually purchased three timeshare weeks. During those many years we have looked at real estate to purchase but never found just the right property for us. In July 2015 our realtor took us to the Pine Tree Condos to see unit A-1 which was for sale. We looked at it and within five minutes we knew this was the place for us. We had finally found our piece of paradise. The location, serenity, and our ability to get closer to nature were the big selling factors. The property is used exclusively for our family pleasure and enjoyment.

Since purchasing our unit I have developed health issues which makes safety and accessibility for entrance and exit to/from the property of major importance. This concern is not only for myself but for others who might have need to Emergency Medical Services. I am disabled. I have to use a cane due to back injuries and also am on oxygen full time (due to pulmonary embolisms in December 2015) because of the attitude. In case of a power outage it would be urgent that I receive oxygen from EMS. This is definitely a life safety issue. Any obstruction for access via the one road into our property is non-negotiable.

I have additional concerns. Without going into lengthy detail I will list them below:

- The area plans appear to be too densely developed.
- Inadequate parking plans.
- Inadequate snow storage. Snow needs to be piled and stored, even now it is an issue during the snow season and cuts into parking areas.
- Rapid response for EMS unavailability due to road inaccessibility. Definitely a safety issue.
- Development/construction for multi-years will inhibit homeowners accessibility of property.
- Natural landscape with trees will be destroyed and replaced by a densely developed business venture. Elimination of the majority of the trees would enhance land stability issues in Brian Head.
- Land stability risk for Building A due to current plans for storm water holding areas.

As a homeowner and member of the Pine Tree Condominiums HOA I strongly oppose the Ammil Developers Hidden Springs plans and those plans should not be approved as submitted. As proposed the current plans will create life safety/emergency issues as well as impact the personal enjoyment for use of the homeowners of Pine Tree Condominiums.

Barbara J. Merkel

Unit A-1

Lynn Unger < >

Thu, May 16, 4:18 PM
(4 days ago)

Good afternoon Nancy,

Thank you and Brian Head Town for the opportunity to offer written responses and appear for public comment on the Hidden Springs Preliminary Plat plan being reviewed by Brian Head Town. As a homeowner of a Pine Tree Condominium, part of the Pine Tree Condominium community, and plans to be full-time Brian Head residents, we have several concerns about how the proposed plan from Ammil for the Hidden Springs development will negatively affect the use, safety, accessibility and enjoyment of our property.

- **The proposed eight A-frame structures (38-45) with parking far removed from the units is not a realistic option.**

- **Access:** Access to and from proposed units 38, 39, and 40, is not provided across Ammil's property. The 24' roadway and utility easement is for Pine Tree Condos, Phases 1-3, not for property outside of these Phases. Further, we are concerned that during the winter months the occupants of all these units (38-45) will park directly on Pine Tree Way. When this occurs during snowstorms it will block the only access to our units in Pine Tree. White Bear Condominiums have their own parking garages and private driveways and still their vehicles overflow onto Pine Tree Way creating a hazard accessing our property. We experienced vehicles parked on Pine Tree Way this winter, even when there was not recent snow.
- **Safety:** Consideration should be given to what this would look like during a storm and a town plow needing to create a path. At best, this would leave a single lane with no room to pass. This is a life safety issue and would likely result in emergency vehicles being unable to access Pine Tree in the event of an emergency.
- **Limiting accessibility for individuals with disabilities, the far-removed parking spaces from units (38-45), will be an ADA issue** based on current codes which Ammil will be accountable for upholding with their current parking proposal.
- **Ammil does not have a right to use the private road of Pine Tree to access the proposed structures and parking stalls.**
 - **Access:** Ammil's plans do not provide enough proper access across Ammil's property to the proposed parking stalls located south of Pine Tree Phases 2 & 3. This proposed development is not part of the Pine Tree Condominiums. The owners at Pine Tree pay for the maintenance, repair, etc., of this private road.
 - **Access:** Current building designs for structures 34, 35, 36, 37, 38, 39 & 40 along with the parking area (south of Phases 2 & 3 of Pine Tree) requires access through Pine Tree owned property. Ammil Development does not have access through Pine Tree to use the private road.

- **Access:** The proposed parking (that requires access through a narrow, 90 degree turn and is currently drawn on our property line) doesn't leave enough space and will require access through our property, which has not been approved by Pine Tree HOA. If it were to be approved in the current format, we will be forced to move our parking to the property line which will negate the proposed parking in development plans for Ammil.
- **Emergency vehicle access.**
 - **Safety and access:** The proposed plans do not appear to provide adequate turnaround areas for emergency vehicles. This is another life safety / emergency concern.
- **Current plans for structures and parking encourage trespassing onto our property for mountain access.**
 - **Safety and access:** This affects our privacy and use of our property, and would increase the financial burden for maintenance and repair of the private roads and property that is part of the Pine Tree Condominium development.
- **Storm water holding.**
 - **Safety and Access:** Current storm water holding area (assumed on the map) on the hill in front of Pine Tree Building A is a risk to the land stability of Brian Head within 100 yards from our structures which could affect the use and safety of our Pine Tree Condo owners.
- **Snow storage.**
 - **Access:** We question if there is adequate snow storage for this development. The proposed development plans do not clearly identify enough land where snow will be piled and stored. Given the number of units and additional roads proposed, adequate snow storage is a significant problem. The density of the proposed subdivision will require all of the parking areas to be used for parking vehicles, yet there are no areas identified where snow can be piled and stored throughout the winter months. The current plan as proposed appears to be less areas for parking per unit and snow storage for the development than the outdated grandfathered plans from Elevate/Sojourn.
- **Construction impact.**
 - **Access and safety:** We are concerned this development along Pine Tree Way will inhibit access and use of our property during construction. We understand this to be a multiple year project. While we were not present for the soil sampling conducted by Ammil last summer, we understand there was no notification that the road would be blocked and it was blocked for over an hour, making our unit inaccessible. This concerns us regarding the developer's empathy and understanding of how their actions affect the surrounding neighbors safety and use of their property. Pine Tree Way is the only exit and entry to our Pine Tree Condos. As an owner, we are very concerned about this multi-year construction project and how it will drastically impair our access and use of our property based on the current design both in the short and long term.

•

- **Road grades, exits, and placement.**

- **Access:** The current road planned with proposed grade (road A) exits onto our property in the current design. We have concerns that given the grade and angle, cars will easily get stuck sliding down and blocking Pine Tree Way and preventing us from accessing our property. We have seen this issue with our neighbors in the Snow Shoe Development; however, they only block their own use, not another neighbors. Ammil's plan would block our, the owners at Pine Tree, use of our property.

The grade required and the sharp, narrow, 90 degree turn from Ammil's current parking area onto Pine Tree Way will cause the same use issue for Pine Tree owners during the winter months. This will result in vehicles blocking our only access and entry to use our property.

- **Access and safety:** Road C and its placement as a turnaround and the retaining wall will lead to headlights through windows at Building D, impairing privacy and use.

- **Land Stability.**

- **Safety and access:** Brian Head is known to have land stability issues. Recently Elevate's retaining wall failed because of the hidden springs under the property. The Lofts have had long standing structural issues and abandoned the final phase. The hillside construction surrounding Pine Tree Condos and the hidden springs under this land could cause land instability as referenced above which may affect Pine Tree Way along with the structural integrity of our property which would result in the inability to use our property. In addition, the amount of trees that would need to be removed to allow for the roads and possible areas of snow storage would seem to eliminate the majority of the trees, which could further enhance the land stability issues in Brian Head and could negatively impact the structural integrity of Pine Tree Condos.

For the above reasons we believe the Ammil Developers Hidden Springs plans should not be approved as submitted. We appreciate Ammil working to build a community that fits into the Brian Head "look and feel". We are opposed to the current plans, not because of the aesthetics, but because we firmly believe the current plans, as proposed, will create life safety/emergency issues and also have a significant negative impact on the use of our Pine Tree property in the short and long term.

Thank you for your careful and thoughtful consideration in the best interest of Brian Head's continued growth.

Kind regards,

Lynn Unger and Pete Carmody
PLUC LLC
226 N. Pine Tree Way, A3
Brian Head, UT 84719

Hidden Springs

External

Inbox

Scott H < >

Fri, May 17, 4:31 PM
(3 days ago)

to me

Good Afternoon,

I wanted to add my concern regarding the proposed plans for Hidden Springs. The plans will inhibit the use, safety and enjoyment of my property located in the Pine Tree Condo Complex.

Our HOA president, Joe Rudman, has provided more than adequate detail about the impact of the unrealistic plans.

One of my biggest concerns is access both short term and long term. The plans appear to rely on using our property to access parking stalls. This is the area where my kids currently play. So also, a safety concern. This plan will not work in the best of conditions. It will be a disaster with the big snow storms. I don't see where they will plow the piles of snow. Another concern is that the plans encourage trespassing through our property for mountain access. This affects our privacy and the land that we pay to maintain.

These are just a couple of the big issues that I wanted to address.

Thank you,

Scott Hill
226 Pine Tree Way

Strong opposition to newly proposed subdivision on Pine Tree Way from property owner and tax payer.

External

Teitell, Michael A. < >

Sun, May 12, 6:49 PM
(8 days ago)

May 12, 2024

Lester Ross and others in Brian Head Township Office
Building and Planning Official

Hello:

I am emailing in strongest possible opposition to the proposed new subdivision on Pine Tree Way, I believe called "Hidden Springs" from the letter I received, as a Brian Head property owner, Utah Iron County property taxpayer, and potential whistleblower to protect my right to speak my conscience. I know I am just one person fighting "progress", but I what I am saying makes sense and prevents the continued degradation of a wonderful township.

I hope you will consider what I have to say below and also perform an environment impact assessment if one has not already been done before proceeding with any more planning and any work at all on this proposed new subdivision.

I have been a Copper Chase Condominium owner since 2013. The recently built Elevate subdivision complex has degraded the environment surrounding our complex. The builders of Elevate underbuilt parking structures and expanded the number of units they built beyond their original plans, which will negatively impact Copper Chase owners and vacationers. They built no covered

parking and no amenities, so Elevate owners and vacationers will likely try to use Copper Chase protected parking and amenities, which is illegal and trespassing. To enforce Copper Chase rights, like having Elevate owner vehicles towed and trespassers prosecuted will become an expensive headache, but will have to be done to sustain our complex and our rights.

Now this new proposal further degrades the environment around Copper Chase and nearby White Bear complexes. The beautiful scenery that exists now will be ruined forever, parking will become a bigger headache than even with Elevate issues, and there will likely be more trespassers to deal with.

The charm that is Brian Head is rapidly coming to an end. The infrastructure to support a town with more and more units is not there- Apple Annies, Pizzano's Pizza, Georg's Ski Shop, and the ski resort are not sufficient to support an influx of new owners and guests. The slopes will become overcrowded and Brian Head will go the way that Mammoth Lakes California went and become just another overcrowded ski destination with one big caveat. Mammoth has a world class ski mountain, enormous capacity, amazing terrain, and endless summer hiking and biking activities that Brian Head will not have for the foreseeable future.

What is being proposed is not sustainable in the current landscape of Brian Head and it is predictable that overbuilding will lead to township financial ruin. In the short run there may be some advantages to consider for sure, like an elevated property tax base, but what you are selling out is the heart and soul of the community for minimal, transient gain. Unlike Mammoth, Brian Head will not flourish with a sub-capacity ski mountain with modest terrain and very sparse infrastructure. My complaint is also trying to help you see this and help you from making this tragic and avoidable mistake.

We bought in Brian Head in 2013 because that Brian Head reminded us of what Mammoth was in the 1970s-80s, pre-crowds and pre-sell out commercialization.

I implore you to resist the urge to sell out Brian Head for commercial interests that are nowhere near equal to what Mammoth had to offer in a similar circumstance. As a property owner and taxpayer who will be most closely and adversely impacted by what is being proposed, I hope you will reconsider and stop building an unsustainable environment at Brian Head for the sake of all who love this precious community, yourselves included I am sure.

Thank you, and please reply by return email so that I know you have received my request to stop this planned subdivision from happening.

Mike Teitell
Director, UCLA Jonsson Comprehensive Cancer Center
Property owner and tax payer, Copper Chase Condos

**ITEM: ORDINANCE/RESOLUTIONS ADOPTING FY 2025 BUDGETS**

AUTHOR: Shane Williamson
DEPARTMENT: Administration
DATE: June 11, 2024
TYPE OF ITEM: Legislative Action

SUMMARY:

Ordinance No 24-007, and Resolution Nos. RDA-040 , SSD-037, and MBA-014 adopting the FY 2025 budgets, will be presented to Council. The budget(s) included for adoption are the General Fund, Wildlands Fire Fund, Debt Service Fund, Capital Projects Fund, Asset Replacement Fund, and all Enterprise Funds. Also included for adoption are the budgets for the Special Service District Fund, Redevelopment Agency Fund, and Municipal Building Authority Fund. Per State law, the FY 2025 budget is to be adopted by the Town Council and Town Council acting as the Redevelopment Agency, Special Service District Board and Municipal Building Authority Board. The statutory deadline for adoption is June 30, 2024.

BACKGROUND:

The FY 2025 tentative budget was approved by the Council on May 14, 2024. Subsequently, a public hearing was held on May 28, 2024. No public comments were received at that time and no changes were made or proposed to the tentative budget at that time.

ANALYSIS:

The FY 2025 Budget has the following changes since the approval of the FY 2025 tentative budget:

10 – General Fund

Expense: 10-4890 – Budgeted Increase in Fund Balance – Decrease by \$7,500 to cover contribution to Parowan – Brian Head Chamber of Commerce (from \$38,746 to \$31,246)

Expense: 10.4660.310 – Marketing – Professional & Tech - Increase by \$7,500 to cover contribution to Parowan – Brian Head Chamber of Commerce

In the budget document delivered to the Council in April, staff noted that the \$7,500 payment to the Chamber of Commerce was not recommended as it was unclear if Parowan City was willing to participate as well. However, if Parowan City decided to participate, then staff would also recommend that the Town participate. Enough budgeted surplus was reserved to allow for the payment in the event Parowan elected to do so.

In May, Parowan voted to include \$7,500 in their budget for their half of the Chamber of Commerce funding request, so now staff recommends that Brian Head do so as well.

Background on Chamber of Commerce:

Brian Head had its own Chamber of Commerce until about 10 years ago. As far as I can tell that the chamber was almost entirely (if not entirely) funded by a \$50,000 per year payment from the Town. That paid for a part-time employee and a small budget which we believe was largely used for hosting events, such as the annual Oktoberfest. By the time I arrived here 11 years ago, the chamber was largely defunct, apparently due to lack of interest from local businesses and lack of anybody willing to fill the part-time position.

In the years since, the Town has routinely included in its annual strategic plan some kind of action steps attempting to revive a chamber of commerce or otherwise get the local businesses working together a little better. We have also had action steps related to improving our relationships with neighboring jurisdictions, including Parowan City and the business community in Parowan. Most recently, our action steps involved joining the Parowan Area Chamber of Commerce and encouraging our local businesses to participate in the Parowan Area Chamber of Commerce as well as hosting annual or semi-annual business breakfasts to update local businesses on happenings around Town.

Since joining the Parowan Area Chamber of Commerce, I've found that there is huge crossover between the economies of Parowan and the economy of Brian Head, and the active members of the Parowan Area Chamber are deeply interested in Brian Head. Many of them own businesses in both towns or otherwise have a stake in both areas. The Parowan Area Chamber expressed to me an interest in being more involved with Brian Head, even including renaming the entity the Parowan & Brian Head Chamber of Commerce. Staff feels this would be a good route to getting the local businesses better affiliated with each other, but also with a broader contingent of local businesses. The benefits of this include:

- Having a unified voice for local businesses to communicate issues and needs to the Town
- Improving the local economy as more closely associated businesses can operate at the speed of trust
- Increase in coordination of the local economy
- Potential for involving successful Parowan businesses to operate in Brian Head as well
- Coordination of events marketing

The Chamber recently pitched the idea of adding a part-time administrative position (I believe they're calling it an Executive Director) to oversee and organize the activities of the Chamber. The data bears out that chambers with paid help are generally much more successful than otherwise. Staff believes this will help Brian Head as the Executive Director be able to individually visit with Brian Head business owners and persuade them to participate with the Chamber. And if the Town helps cover the cost of the position, this keeps membership fees for our businesses reasonable. The position is expected to be paid \$15,000 annually, and Parowan is willing to pay for half of that if we pay for the other half.

Staff recommends proceeding with this, and revisiting after a couple of years to evaluate the effectiveness of it.

FINANCIAL IMPLICATIONS:

The FY 2025 budget sets up the Town's finances for the period from July 1, 2024, to June 30, 2025. If followed, the revenues versus expenditures will balance.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends adopting Ordinance No 24-007, Resolution No. RDA-040, SSD-037, and MBA-014 which create the FY 2025 budgets, as presented.

PROPOSED MOTION:

Town Budget:

I move to adopt Ordinance No. 24-007, approving the FY 2025 Brian Head Town budgets, as presented.

Redevelopment Agency Budget:

I move to adopt Resolution No. RDA-040, approving the FY 2025 Redevelopment Agency Fund budget, as presented.

Special Service District Budget:

I move to adopt Resolution No. SSD-037, approving the FY 2025 Special Service District Fund budget, as presented.

Municipal Building Authority Budget:

I move to adopt Resolution No. MBA-013, approving the FY 2025 Municipal Building Authority Fund budget, as presented.

ATTACHMENTS:

- A: Ordinance No. 24-007 – FY2025 Town Budget
- B: RDA Resolution No. RDA-040 – FY2025 RDA Budget
- C: SSD Resolution No. SSD-037 – FY2025 SSD Budget
- D: MBA Resolution No. MBA-014 – FY2025 MBA Budget



ORDINANCE NO. 24-__

AN ORDINANCE ADOPTING THE BUDGET: MAKING APPROPRIATIONS FOR THE SUPPORT FOR THE TOWN OF BRIAN HEAD FOR THE FISCAL YEAR ENDING JUNE 30, 2025.

WHEREAS, a tentative budget was prepared, approved, and made available to the public by the Town Council as required by law during the first meeting in May of the Town Council held on May 14, 2024; and

WHEREAS, pursuant to law, the date, time and place of the public hearing held on May 28, 2024, the right of citizens to be heard, the location of the Town Clerks Office where the Budget was available for public inspection, was published on the Utah Public Meeting Notice website at least seven days prior to said public hearing; and;

WHEREAS, all interested persons in attendance at the public hearing were given an opportunity to be heard, for or against, the estimate of revenues and expenditures or any item thereof in the proposed Budget, and;

WHEREAS, pursuant to law, the Brian Head Town Council, at a regularly scheduled meeting of the Town Council, must adopt a final budget on or before the 30th day of June 2024, and;

WHEREAS, it is the intent and desire of the Town of Brian Head to comply with all applicable State and local laws regarding the adoption of the Budget; and;

WHEREAS, the Brian Head Town Council finds that the expenditures of the budget will provide for the health, safety and general welfare of the citizens of the Town of Brian Head.

NOW, THEREFORE, BE IT ORDINANED by the Town Council of the Town of Brian Head, Utah as follows:

Section I: Budget Adoption

A. The budgeted amounts shown in EXHIBIT A, Town of Brian Head Fiscal Year 2025 Budgets, for the general fund, enterprise funds, capital improvements, and debt service

attached hereto and by this reference incorporated herein, are hereby appropriated for the corporate purposes and objects of the Town of Brian Head, Utah for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and are hereby adopted as the Budget for the Town of Brian Head, Utah for the fiscal year 2025.

B. Pursuant to law, a copy of the Budget for each fund within the Budget shall be certified by the Budget Officer and shall be filed with the State Auditor within thirty (30) days after the adoption of the Budget.

C. Pursuant to law, a certified copy of the Budget shall be filed in the offices of the Brian Head Town Clerk and shall be available for public inspection during regular business hours.

Section II Further Action

A. In addition to the foregoing, the Town Manager is hereby directed to implement any other necessary actions pertinent to the adoption of the Budget and the levy of property taxes with the approval of the Town Council. Such actions may include but are not necessarily limited to, notification, reporting, and publishing as required by and consistent with applicable law.

B. The Town Manager is hereby authorized to set the property tax rate at the certified tax rate.

C. Budget surpluses in excess of the 100% maximum fund balance in the General Fund allowed by State law will be distributed to the Capital Projects Fund.

D. Modification of the adopted Budget will be set by Ordinance upon approval of the Brian Head Town Council.

Section III Severability:

If any provision of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section IV Effective Date

This Ordinance shall take effect upon a majority vote of the Town Council and deposited and recorded in the office of the Town Clerk and accepted as required herein.

PASSED AND APPROVED this ____ day of June 2024.

TOWN COUNCIL VOTE:

Mayor Clayton Calloway	Aye____	Nay____
Council Member Martin Tidwell	Aye____	Nay____
Council Member Larry Freeberg	Aye____	Nay____
Council Member Kelly Marshall	Aye____	Nay____
Council Member Mitch Ricks	Aye____	Nay____

BRIAN HEAD TOWN
Brian Head, UT

By: _____
Mayor Clayton Calloway

ATTEST:

Nancy Leigh, Town Clerk

(SEAL)

CERTIFICATE OF PASSAGE AND POSTING

I hereby certify that the above Ordinance is a true and accurate copy, including all attachments, of this ordinance passed by the Town Council on the ____ day of June 2024 and have posted a complete copy of the ordinance on the Utah Public Meeting Notice Website and on the Town’s website as per UCA § 63G-30-102.

Nancy Leigh, Town Clerk

Brian Head Town
State Budget Report
10 10 General Fund - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Change In Net Position			
Revenue:			
Taxes			
3110 General Property Tax (Current Year)	876,729	939,800	989,800
3120 General Property Tax (Delinquent)	91,101	107,400	104,200
3130 Sales and Use Taxes	302,001	229,400	290,619
3135 PAR Tax	54,752	43,000	54,328
3140 Franchise Tax	2,668	3,853	4,697
3145 Telecommunication Tax	4,306	4,817	5,872
3151 Resort Tax	869,243	686,000	869,243
3152 Highway Tax	164,201	129,000	162,983
3153 Municipal Energy Tax	159,485	128,330	156,432
3154 Municipal Transient Room Tax	181,255	136,000	174,000
3170 Fee in Lieu	9,504	7,500	8,300
3190 Penalties on Delinquent Taxes	1,731	4,400	4,100
3200 Personal Property Taxes	32,389	31,600	32,300
Total Taxes	2,749,365	2,451,100	2,856,874
Licenses and permits			
3210 Business Licenses	29,649	33,567	35,119
3215 Alcohol Licenses	-	1,033	1,081
3220 Enhanced Services Business License Fee	649,917	522,000	661,025
3221.1 Building Permit Fees	42,158	103,200	103,200
3221.2 Plan Check Fee	19,809	15,900	15,900
3221.3 Tree and Grading Permit Fee	7,315	6,000	6,000
3221.4 State Building Permit Fee 1%	313	15,900	1,032
3222 Land Use Permit Fees	3,445	5,000	5,000
3223 Disproportionate Service STR Fee	40,428	61,300	68,370
3230 Other Permits	140	-	-
Total Licenses and permits	793,174	763,900	896,727
Intergovernmental revenue			
3314 Public Safety State Grant	6,283	-	369,000
3341 General gov't state grant	80,328	76,000	-
3356 Class C Road Funds	77,061	70,200	85,000
3358 State Liquor Fund Allotment	3,168	4,000	3,000
3373 County - fire agreements	40,000	40,000	40,000
Total Intergovernmental revenue	206,839	190,200	497,000
Charges for services			
3419 Administrative Charges	66,400	71,000	80,000
3422 Retail Fuel	96,388	123,300	100,000
3426 Fire Department Revenue	4,190	10,100	10,800
3428 Misc Police Revenue (Police Reports)	45	-	-
3429 GRAMMA Requests (other than Police Reports)	490	-	-
3435 Shop Charges	120,800	155,000	189,438
Total Charges for services	288,313	359,400	380,238
Fines and forfeitures			
3510 Court Fines	12,288	1,000	1,000
3520 Administrative Fines (Code Violations)	4,450	2,000	2,000
Total Fines and forfeitures	16,738	3,000	3,000
Interest			
3610 Interest	83,645	45,000	60,000

Brian Head Town
State Budget Report
10 10 General Fund - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Total Interest	83,645	45,000	60,000
Miscellaneous revenue			
3650 Sales of materials and supplies	-	250	250
3680 Building/Pavilion Rentals	3,845	3,600	3,600
3691 Health Insurance reimbursement (to be cleared)	3,687	3,200	3,200
Total Miscellaneous revenue	7,532	7,050	7,050
Contributions			
3802.2 Public Safety Impact Fee/3059	1,224	500	1,000
Total Contributions	1,224	500	1,000
Transfers from other funds			
3825 Transfer from RDA	8,667	23,500	35,258
3890 Fund Balance Appropriated	-	33,463	-
Total Transfers from other funds	8,667	56,963	35,258
Total Revenue:	4,155,498	3,877,113	4,737,147
Expenditures:			
General government			
Council			
4111.110 Council - Salaries	16,225	17,500	19,250
4111.130 Council - Benefits	1,546	1,339	1,473
4111.230 Council - Travel, Conferences & Training	8,686	4,250	14,500
4111.240 Council - Office Supplies & Expense	2,030	250	250
4111.290 Council - Telephone/Data Plans	562	700	700
4111.450 Council - Expenses	55	-	250
4111.610 Council - Miscellaneous Expense	54	250	250
Total Council	29,157	24,289	36,673
Administrative			
4140.110 Admin - Salaries & Wages	130,049	139,336	223,076
4140.111 Admin - Overtime Wages (Administrative)	794	-	-
4140.130 Admin - Employee Benefits	57,039	62,184	105,088
4140.210 Admin - Books/Subscriptions/Memberships	2,978	3,295	3,230
4140.220 Admin - Publishing/Legal Notices	611	1,600	1,200
4140.230 Admin - Travel, Conferences & Training	2,962	5,765	3,265
4140.240 Admin - Office Supplies/Reimb Expenses	6,105	6,000	6,000
4140.245 Admin - Bank Charges	2,069	1,500	1,800
4140.250 Admin - Equipment Supplies/Maintenance	3,434	2,550	4,400
4140.254 Admin - Vehicle Repair & Maintenance	764	1,800	1,800
4140.255 Admin - Fuel & Oil	2,629	1,500	2,000
4140.270 Admin - Bldgs/Grounds - Supplies/Maint	11,623	9,990	10,910
4140.280 Admin - Utilities	6,118	5,000	6,000
4140.290 Admin - Telephone	8,252	5,900	5,900
4140.310 Admin - Professional & Technical Services	19,494	20,205	22,015
4140.312 Admin - Audit & Accounting	15,500	16,000	16,500
4140.450 Admin - Elections	-	1,300	-
4140.470 Admin - Uniforms	180	-	250
4140.510 Admin - Insurance Expense	53,290	61,110	70,910
4140.540 Admin - Promotions/Incentives	3,933	13,700	15,570
4140.610 Admin - Miscellaneous Expense	333	350	250
Total Administrative	328,154	359,085	500,164
Legal			

Brian Head Town
State Budget Report
10 10 General Fund - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
4145.310 Legal - Professional & Technical Services	3,375	7,000	7,000
Total Legal	3,375	7,000	7,000
Planning and zoning			
4180.110 P&Z - Salaries & Wages	76,839	112,392	102,634
4180.111 P&Z - Overtime Wages (P & Z)	816	-	-
4180.130 P&Z - Employee Benefits	43,456	67,232	60,310
4180.210 Admin - Books/Subscriptions/Memberships	348	1,840	350
4180.220 Planning & Bldg - State Bldg Permit Fee	-	550	900
4180.230 P&Z - Travel, Conferences & Training	-	4,160	4,160
4180.240 P&Z - Office Supplies & Expense	1,293	2,650	2,500
4180.290 P&Z - Telephone	392	1,100	1,600
4180.310 P&Z - Professional & Technical Services	34,417	10,550	10,940
Total Planning and zoning	157,562	200,474	183,394
Marketing & Events			
4660.230 Marketing & Events - Travel and Training	63	-	-
4660.250 Marketing & Events - Equip Supplies/Maint	2,625	3,200	3,300
4660.310 Marketing & Events - Prof & Technical Services	16,809	250	7,750
4660.610 Marketing & Events - Miscellaneous Expense	1,723	-	-
4660.612 Marketing & Events - Advertising/Marketing	122,943	138,350	402,150
4660.615 Marketing & Events - Entertainment	9,958	18,400	18,050
Total Marketing & Events	154,121	160,200	431,250
Retail Fuel			
4640.245 Retail Fuel - Bank Charges	4,668	7,120	5,520
4640.250 Retail Fuel - Supplies & Maintenance	1,481	1,500	1,500
4640.260 Retail Fuel - Retail Fuel (Town Pump)	71,081	103,600	81,700
4640.310 Retail Fuel - Professional & Technical Services	2,426	900	1,460
4640.510 Retail Fuel - Insurance Expense	-	560	560
Total Retail Fuel	79,655	113,680	90,740
Transit			
4650.250 Transit - Supplies & Maintenance	447	1,000	1,000
4650.310 Transit - Professional & Technical Services	15,500	7,500	11,000
4650.485 Transit - Transportation Service	138,000	149,800	150,100
Total Transit	153,947	158,300	162,100
Total General government	905,971	1,023,028	1,411,321
Public safety			
Police			
4210.110 Police - Salaries & Wages	379,884	392,878	456,248
4210.111 Police - Overtime Wages (Police)	24,803	25,710	31,230
4210.120 Police - Part-time Officers	24,046	44,718	25,659
4210.130 Police - Employee Benefits	292,549	294,768	318,905
4210.210 Police - Books/Subscriptions/Memberships	644	690	690
4210.230 Police - Travel, Conferences & Training	4,008	11,090	11,290
4210.240 Police - Office Supplies & Expense	727	800	650
4210.250 Police - Equipment Supplies & Maintenance	24,221	13,830	12,200
4210.254 Police - Vehicle Repair & Maintenance	5,991	6,540	6,580
4210.255 Police - Fuel	27,216	21,800	21,800
4210.270 Police - Bldg/Grounds Supplies & Maintenance	7,116	6,745	6,455
4210.275 Police - Public Safety Building Payment (MBA)	60,612	60,260	60,310
4210.280 Police - Utilities	5,495	4,200	6,000

Brian Head Town
State Budget Report
10 10 General Fund - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
4210.290.1 Police - Telephone	10,194	5,920	5,920
4210.290.2 Police - Communications	30,158	37,625	39,125
4210.310 Police - Professional & Technical Services	8,145	9,725	10,400
4210.450 Police - Uniforms	2,827	4,000	2,800
4210.451 Police - EMT Supplies	1,582	1,750	1,750
4210.452 Police - EMT Training & Travel	4,627	4,990	4,550
4210.453 Police - Search & Rescue	-	500	500
4210.610 Police - Miscellaneous Expense	430	500	500
Total Police	915,273	949,039	1,023,562
Fire			
4220.110 Fire - Salaries & Wages	120,621	128,526	144,239
4220.111 Fire - Overtime Wages (Fire)	8,253	8,570	10,409
4220.120 Fire - Part Time Wages	792	4,500	4,500
4220.130 Fire - Employee Benefits	95,535	98,340	106,913
4220.210 Fire - Books/Subscriptions/Memberships	899	310	310
4220.230 Fire - Travel, Conferences & Training	430	1,575	1,575
4220.240 Fire - Office Supplies & Expense	358	350	200
4220.250 Fire - Equipment - Supplies & Maintenance	15,392	9,600	9,600
4220.254 Fire - Vehicle Repair & Maintenance	8,014	7,080	9,130
4220.255 Fire - Fuel	1,446	2,000	2,000
4220.270 Fire - Bldgs/Grounds - Supplies & Maintenance	6,562	6,545	6,235
4220.275 Fire - Public Safety Building Payment (MBA)	60,185	60,260	60,310
4220.280 Fire - Utilities	5,495	4,250	6,000
4220.290 Fire - Telephone	5,376	5,850	5,850
4220.310 Fire - Professional & Technical Services	11,114	10,650	11,300
4220.450 Fire - Uniforms	-	750	750
4220.610 Fire - Miscellaneous Expense	450	2,100	2,100
Total Fire	340,921	351,256	381,421
Total Public safety	1,256,194	1,300,295	1,404,983
Highways and public improvements			
Highways			
4410.110 Streets - Salaries & Wages	171,653	261,118	346,735
4410.111 Streets - Overtime Wages (Streets)	8,466	7,500	16,500
4410.130 Streets - Employee Benefits	110,586	180,428	235,213
4410.230 Streets - Travel, Conferences & Training	4,562	8,540	10,630
4410.240 Streets - Office Supplies & Expense	132	150	-
4410.250 Streets - Equipment - Supplies & Maintenance	1,952	1,200	1,200
4410.253 Streets - Snow Removal	101,948	104,000	90,300
4410.261 Streets - Equipment Lease	4,026	-	-
4410.269 Streets - Equipment Rental	14,182	17,450	8,500
4410.280 Streets - Utilities (Area Lights)	11,262	15,000	-
4410.290 Streets - Telephone	-	-	15,000
4410.310 Streets - Professional & Technical Services	9,054	3,800	3,690
4410.411 Streets - Street Signs & Signals	1,406	8,500	8,500
4410.415 Streets - Skier bridge O&M	-	1,800	1,800
4410.420 Streets - Road Maintenance/Improvements	60,548	33,080	68,080
Total Highways	499,777	642,566	806,148
Shop & garage			
4440.230 Shop - Travel, Conferences & Training	383	3,820	3,200
4440.240 Shop - Office Supplies & Expenses	548	750	1,000

Brian Head Town
State Budget Report
10 10 General Fund - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
4440.250 Shop - Equipment - Supplies & Maintenance	15,594	9,150	17,150
4440.252 Shop - Heavy Equipment Maintenance	42,942	39,700	40,000
4440.254 Shop - Vehicle Repair & Maintenance	20,765	13,200	15,000
4440.255 Shop - Fuel	155,377	80,000	95,000
4440.261 Shop - Equipment Lease (operating)	103,904	144,300	160,800
4440.270 Shop - Bldgs/Grounds - Supplies & Maint	2,465	2,820	3,816
4440.280 Shop - Utilities	13,330	10,000	12,000
4440.290 Shop - Telephone	5,416	7,100	9,200
4440.310 Shop - Professional & Technical Services	1,364	1,600	1,800
4440.450 Shop - Uniforms	6,485	11,200	13,400
Total Shop & garage	368,572	323,640	372,366
Total Highways and public improvements	868,349	966,206	1,178,514
Parks, recreation, and public property			
Recreation			
4560.110 Recreation - Salaries & Wages	32,604	43,676	46,208
4560.111 Recreation - Overtime Wages (Recreation)	864	-	-
4560.130 Recreation - Employee Benefits	19,187	21,418	22,126
4560.230 Recreation - Travel, Conferences & Training	38	1,360	1,360
4560.240 Recreation - Office Supplies & Expense	132	150	-
4560.250 Recreation - Supplies & Maintenance	1,149	1,000	1,000
4560.254 Recreation - Vehicle Repair & Maintenance	141	800	900
4560.269 Recreation - Equipment Rental	1,844	1,280	-
4560.270 Recreation - Bldgs/Grounds - Supplies & Maint	1,246	2,300	2,300
4560.310 Recreation - Professional & Technical Services	633	200	90
4560.450 Recreation - Uniforms	-	200	200
4560.621 Recreation - Beautification	3,496	6,500	6,750
4560.631 Recreation - Walking Trails	425	10,000	-
4560.633 Recreation - ATV/Snowmobile Trails	8,327	9,000	7,500
4560.634 Recreation - Trail Signs	99	500	750
Total Recreation	70,185	98,384	89,184
Total Parks, recreation, and public property	70,185	98,384	89,184
Miscellaneous			
4900 Operating Contingency	20,386	44,200	41,900
Total Miscellaneous	20,386	44,200	41,900
Transfers			
4846 Transfer to Capital Projects	1,196,100	275,000	275,000
4847 Transfer to Asset Replacement	156,000	170,000	305,000
4890 Budgeted Increase in Fund Balance	-	-	31,245
Total Transfers	1,352,100	445,000	611,245
Total Expenditures:	4,473,185	3,877,113	4,737,147
Total Change In Net Position	(317,687)	-	-

Brian Head Town
State Budget Report
16 16 CBME SAA - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Change In Net Position			
Revenue:			
Charges for services			
3685 CBME SAA Assessment Revenue	213,284	169,854	169,689
Total Charges for services	213,284	169,854	169,689
Interest			
3610 Interest Revenue	748	600	250
Total Interest	748	600	250
Miscellaneous revenue			
3670 SAA Bond Proceeds	1,372,000	-	-
Total Miscellaneous revenue	1,372,000	-	-
Contributions			
3852 Transfer from Sewer Fund	203,496	-	-
3890 Fund Balance Appropriated	-	562,356	512,356
Total Contributions	203,496	562,356	512,356
Total Revenue:	1,789,528	732,810	682,295
Expenditures:			
Highways and public improvements			
Special improvements			
4400.310 Professional & Technical Services	28,987	-	-
4400.420 Public Improvements-Utilities	959,943	562,956	512,606
4400.421 Road Construction	423	-	-
Total Special improvements	989,353	562,956	512,606
Total Highways and public improvements	989,353	562,956	512,606
Debt service			
4400.810 Bond Payment - Principal	121,000	119,000	123,000
4400.820 Bond Payment - Interest	49,308	50,854	46,689
4400.830 Trustee Fees/Bank Charges	25	-	-
Total Debt service	170,333	169,854	169,689
Total Expenditures:	1,159,686	732,810	682,295
Total Change In Net Position	629,842	-	-

Brian Head Town
State Budget Report
17 17 Wildlands Fire - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Change In Net Position			
Revenue:			
Intergovernmental revenue			
3314 Wildland Fire - State Grant	-	10,000	10,000
Total Intergovernmental revenue	-	10,000	10,000
Charges for services			
3425 Wildland Fire Revenue	-	100,000	100,000
Total Charges for services	-	100,000	100,000
Interest			
3610 Interest Revenue	7,306	-	-
Total Interest	7,306	-	-
Total Revenue:	7,306	110,000	110,000
Expenditures:			
Public safety			
Fire			
4220.110 Wildland Fire - Wages	-	61,160	61,160
4220.130 Wildland Fire - Benefits	-	6,450	6,326
4220.230 Wildland Fire - Travel, Conferences & Training	-	2,500	2,500
4220.250 Wildland Fire - Materials and Supplies	-	1,000	1,000
4220.254 Wildland Fire - Vehicle Repair & Maintenance	-	5,000	5,000
4220.255 Wildland Fire - Fuel	-	5,000	5,000
4220.453 Wildland Fire - State Grants	-	10,000	10,000
Total Fire	-	91,110	90,986
Total Public safety	-	91,110	90,986
Transfers			
4890 Budgeted Increase in Fund balance	-	18,890	19,014
Total Transfers	-	18,890	19,014
Total Expenditures:	-	110,000	110,000
Total Change In Net Position	7,306	-	-

Brian Head Town
State Budget Report
30 30 Debt Service - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Change In Net Position			
Revenue:			
Taxes			
3110 General Property Taxes (Current Year)	240,722	207,900	-
3120 General Property Taxes (Delinquent)	19,116	-	-
3170 Fee-in-Lieu/Fee Based Personal Property	1,972	-	-
3190 Penalty/Interest on Delinquent Taxes	378	-	-
3200 Personal Property	6,698	-	-
Total Taxes	268,884	207,900	-
Interest			
3610 Interest Revenue	8,732	750	250
Total Interest	8,732	750	250
Total Revenue:	277,616	208,650	250
Expenditures:			
Debt service			
4100.810 Debt Service - Principal	190,000	200,000	-
4100.820 Debt Service - Interest	15,405	7,900	-
4100.830 Trustee Fees	550	750	-
Total Debt service	205,955	208,650	-
Transfers			
4890 Budgeted Increase in Balance	-	-	250
Total Transfers	-	-	250
Total Expenditures:	(205,955)	(208,650)	(250)
Total Change In Net Position	71,661	-	-

Brian Head Town
State Budget Report
46 46 Capital Projects - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Change In Net Position			
Revenue:			
Intergovernmental revenue			
3341 General Gov't State Grant	174,077	320,820	125,000
Total Intergovernmental revenue	174,077	320,820	125,000
Interest			
3610 Interest revenue	30,879	-	10,000
Total Interest	30,879	-	10,000
Miscellaneous revenue			
3690 Sundry/Miscellaneous	-	-	125,000
Total Miscellaneous revenue	-	-	125,000
Transfers from other funds			
3810 Transfers from General Fund	1,196,100	275,000	275,000
3825 Transfer from RDA Fund	265,000	129,180	-
3890 Fund Balance Appropriated	-	1,034,812	-
Total Transfers from other funds	1,461,100	1,438,992	275,000
Total Revenue:	1,666,056	1,759,812	535,000
Expenditures:			
General government			
Administrative			
4100.710 Land Purchase	522,401	5,500	-
4100.720 Capital Project - Town Hall	15,353	54,600	-
4100.742 Capital Project - Public Art	187	49,813	-
Total Administrative	537,941	109,913	-
Total General government	537,941	109,913	-
Public safety			
Police			
4210.700 Capital project - Police Public Safety Vehicles	74,065	-	-
4210.720 Capital project - Public Safety Building	36,103	-	-
Total Police	110,168	-	-
Fire			
4220.730 Capital Project - Fire Equipment	180,000	45,000	-
Total Fire	180,000	45,000	-
Total Public safety	290,168	45,000	-
Highways and public improvements			
Highways			
4410.700 Capital project Streets	149,709	643,105	260,000
4410.710 Capital project Street Lighting	1,441	98,558	-
4410.715 Capital Project - Hwy 143 Corridor	-	195,100	-
4410.720 Capital Project - Pedestrian Improvements	25,090	541,910	-
4410.740 Capital Project - Public Works Vehicle	48,272	-	-
Total Highways	224,512	1,478,673	260,000
Shop & garage			
4410.730 Capital Projects - Shop Equipment	38,280	49,720	-
4410.750 Cold Storage Building Repairs	4,430	30,570	-
Total Shop & garage	42,710	80,290	-
Total Highways and public improvements	267,222	1,558,963	260,000

Brian Head Town
State Budget Report
46 46 Capital Projects - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Parks, recreation, and public property			
Recreation			
4560.700 Capital project - Recreation	105,889	45,936	275,000
4560.710 Capital project - Mountain Bike Trails	25,977	-	-
Total Recreation	131,866	45,936	275,000
Total Parks, recreation, and public property	131,866	45,936	275,000
Total Expenditures:	1,227,198	1,759,812	535,000
Total Change In Net Position	438,858	-	-

Brian Head Town
State Budget Report
47 47 Asset Replacement Fund - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Change In Net Position			
Revenue:			
Intergovernmental revenue			
3314 Public Safety State Grant	-	42,929	-
Total Intergovernmental revenue	-	42,929	-
Miscellaneous revenue			
3640 Sale of Assets	30,000	46,000	33,500
Total Miscellaneous revenue	30,000	46,000	33,500
Transfers from other funds			
3810 Transfer from General Fund	156,000	170,000	305,000
3890 Fund Balance Appropriated	-	55,625	155,205
Total Transfers from other funds	156,000	225,625	460,205
Total Revenue:	186,000	314,554	493,705
Expenditures:			
General government			
Administrative			
4100.720 Admin - Town Hall (Fuel Tank Replacement)	5,004	5,000	5,000
4100.721 Admin - FF&E Replacement/Renewal	356	3,300	11,300
4100.742 Admin - Computer/Electronic Replacement	21,032	8,410	12,678
Total Administrative	26,392	16,710	28,978
Total General government	26,392	16,710	28,978
Public safety			
Police			
4200.721 Public Safety - FF&E Replacement/Renewal	-	23,320	38,320
4200.740 Public Safety - Equipment Replacement	4,318	74,905	52,455
4200.741 Public Safety - Vehicle Replacement	74,723	128,369	63,600
4200.742 Public Safety - Computer/Electronics Replacement	3,512	7,290	3,766
Total Police	82,553	233,884	158,141
Total Public safety	82,553	233,884	158,141
Highways and public improvements			
Special improvements			
4400.721 Streets - FF&E Replacement/Renewal	418	5,000	5,000
4400.740 Streets - Equipment Replacement	-	55,900	295,300
4400.741 Streets - Vehicle Replacement	110,173	-	-
4400.742 Streets - Computer/Electronics Replacement	891	3,060	6,286
Total Special improvements	111,481	63,960	306,586
Total Highways and public improvements	111,481	63,960	306,586
Total Expenditures:	220,427	314,554	493,705
Total Change In Net Position	(34,427)	-	-

Brian Head Town
State Budget Report
51 51 Water - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Income or Expense			
Income From Operations:			
Operating income			
3712 Water - Bulk Water Sales	31,271	35,000	34,000
3718 Water Lease Revenue	1,269,463	1,409,000	1,449,000
3719 Penalties	11,371	6,000	6,000
3720 Water Connection Fees	32,734	13,200	14,400
3725 Miscellaneous operating income	1,500	-	-
3749 Resort - Water Pumping Fee	35,985	56,000	54,000
Total Operating income	1,382,324	1,519,200	1,557,400
Operating expense			
4751.110 Salaries & Wages	285,358	307,244	362,682
4751.111 Overtime Wages - Utilities	13,069	12,000	9,900
4751.130 Employee Benefits	48,794	192,930	220,963
4751.210 Books/Subscriptions/Memberships	187	450	650
4751.230 Travel, Conferences & Training	6,066	13,460	18,260
4751.240 Office Supplies/Reimbursement Expenses	1,382	1,700	1,200
4751.245 Bank Charges - Utilities	5,486	7,000	7,500
4751.250 Equipment Supplies & Maintenance	16,146	24,700	25,200
4751.256 Shop Charges	60,400	77,500	94,719
4751.265 System Repairs	134,922	101,920	129,400
4751.268 Leases - Water	34,219	38,725	38,725
4751.270 Bldgs/Grounds - Supplies & Maintenance	7,952	26,700	28,000
4751.280 Utilities	109,393	130,000	130,000
4751.290 Telephone	2,447	2,000	2,000
4751.310 Professional & Technical Services	20,468	30,600	29,340
4751.311 Legal Services	-	2,500	2,500
4751.550 Administrative Charges	38,200	40,900	45,300
4751.620 Bad debt expense	(3,891)	-	-
4751.690 Depreciation	379,243	379,223	383,892
Total Operating expense	1,159,841	1,389,552	1,530,231
Total Income From Operations:	222,483	129,648	27,169
Non-Operating Items:			
Non-operating income			
3730 Grants	50,000	-	7,946,804
3793 USDA Water Bond Interest	399	-	-
3794 Interest Earnings	42,451	12,500	4,200
3795 Water Impact Fees	23,255	-	-
Total Non-operating income	116,105	12,500	7,951,004
Non-operating expense			
4751.691 Amortization of bonding costs	(10,425)	-	-
4751.820 Debt Payment - Interest	150,518	136,190	130,310
4751.830 Administrative Fees	1,250	500	500
Total Non-operating expense	141,342	136,690	130,810
Total Non-Operating Items:	(25,237)	(124,190)	7,820,194
Total Income or Expense	197,246	5,458	7,847,363

Brian Head Town
State Budget Report
52 52 Sewer - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Income or Expense			
Income From Operations:			
Operating income			
3731 Sewer Fees	647,966	712,000	760,000
3732 Stand by Fees - Sewer	350	-	-
3733 Sewer Connection Fees	3,979	3,300	3,400
Total Operating income	652,296	715,300	763,400
Operating expense			
4752.110 Salaries & Wages	127,212	122,282	126,628
4752.111 Overtime Wages - Utilities	6,355	6,000	2,100
4752.130 Employee Benefits	15,527	71,756	70,875
4752.230 Travel, Conferences & Training	216	1,360	1,360
4752.240 Office Supplies/ Reimbursement Expenses	734	1,250	750
4752.245 Bank Charges - Utilities	2,375	3,200	3,200
4752.250 Equipment - Supplies & Maintenance	1,206	27,400	24,400
4752.254 Vehicle Repair & Maintenance	2,039	2,000	2,500
4752.256 Shop Charges	45,300	58,100	71,039
4752.265 System Repairs	378	10,000	15,400
4752.268 Wastewater Treatment Fee (to Parowan City)	77,346	84,065	119,600
4752.269 Sewer Bond Payment (to Parowan City)	99,122	100,000	100,000
4752.280 Utilities	975	1,000	1,000
4752.310 Professional & Technical Services	27,093	31,450	71,340
4752.330 Education, Training & Travel	250	-	-
4752.550 Administrative Charges	19,900	20,700	23,600
4752.620 Bad debt expense	(3,949)	-	-
4752.690 Depreciation	84,681	84,684	84,684
Total Operating expense	506,760	625,247	718,476
Total Income From Operations:	145,535	90,053	44,924
Non-Operating Items:			
Non-operating income			
3730 Grants	-	-	1,900,000
3794 Interest Earnings	33,017	10,000	500
3795 Sewer Impact Fees	9,872	-	-
Total Non-operating income	42,890	10,000	1,900,500
Non-operating expense			
4816 Transfer to CBME SAA Fund	203,496	-	-
Total Non-operating expense	203,496	-	-
Total Non-Operating Items:	(160,607)	10,000	1,900,500
Total Income or Expense	(15,071)	100,053	1,945,424

Brian Head Town
State Budget Report
53 53 Solid Waste - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Income or Expense			
Income From Operations:			
Operating income			
3443 Sanitation Fees	265,526	257,000	260,000
3444 Sanitation Fees (County)	2,448	8,100	8,100
Total Operating income	267,974	265,100	268,100
Operating expense			
4753.110 Salaries & Wages	74,677	80,802	96,415
4753.111 Overtime Wages (Sanitation)	5,554	4,500	1,500
4753.130 Employee Benefits	4,956	57,786	64,325
4753.240 Office Supplies/Reimbursement Expenses	285	500	500
4753.245 Bank Charges - Utilities	950	1,200	1,800
4753.250 Equipment - Supplies & Maint	23,319	15,500	30,500
4753.254 Vehicle Repair & Maintenance	8,855	15,000	22,000
4753.256 Shop Charges	15,100	19,400	23,680
4753.480 Contract Services/Landfill Fees	36,785	37,150	37,150
4753.550 Administrative Charges	8,300	9,400	11,100
4753.620 Bad debt expense	(3,066)	-	-
4753.690 Depreciation	24,561	-	18,652
Total Operating expense	200,277	241,238	307,622
Total Income From Operations:	67,696	23,862	(39,522)
Non-Operating Items:			
Non-operating income			
3510 Code Violations	4,350	-	-
3630 Profit or loss on retirement of assets	70,100	-	-
3794 Interest income	6,200	2,500	-
Total Non-operating income	80,650	2,500	-
Total Non-Operating Items:	80,650	2,500	-
Total Income or Expense	148,346	26,362	(39,522)

**BRIAN HEAD REDEVELOPMENT AGENCY
BRIAN HEAD, UTAH**

BUDGET RESOLUTION

RESOLUTION NO. RDA-____

A RESOLUTION ADOPTING THE FISCAL YEAR 2025 BUDGET ENDING JUNE 30, 2025, OF THE BRIAN HEAD REDEVELOPMENT AGENCY, BRIAN HEAD, UTAH.

WHEREAS, in accordance with the Uniform Fiscal Procedures Act for Utah, Brian Head Redevelopment Agency (Community Development Agency), is hereby adopting its budget for the fiscal year ending June 30, 2025; and

WHEREAS, in accordance with Utah State law, a public hearing was held on May 28, 2024, to receive public comment on the proposed FY2025 Budget. No comments were received on the FY 2025 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BRIAN HEAD REDEVELOPMENT AGENCY BOARD, BRIAN HEAD, UTAH:

ADOPTION: The Fiscal Year 2025 RDA Budget is hereby adopted, including all funds and accounts as shown in the budget format attached (Attachment "A").

PASSED AND ADOPTED BY THE BRIAN HEAD REDEVELOPMENT AGENCY BOARD MEMBERS OF BRIAN HEAD, THE STATE OF UTAH on this 11th day of June 2024.

VOTING:

Chairperson Clayton Calloway	Aye_____	Nay_____
Board Member Mitch Ricks	Aye_____	Nay_____
Board Member Kelly Marshall	Aye_____	Nay_____
Board Member Martin Tidwell	Aye_____	Nay_____
Board Member Larry Freeberg	Aye_____	Nay_____

BRIAN HEAD REDEVELOPMENT AGENCY

By: _____
Clayton Calloway, Chair

ATTEST:

Nancy Leigh, RDA Secretary

(seal)

**ATTACHMENT “A”
FISCAL YEAR 2025 RDA BUDGET
ENDING JUNE 30, 2025**

DRAFT

Brian Head Town
State Budget Report
25 25 Redevelopment Agency - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Change In Net Position			
Revenue:			
Taxes			
3110 Tax Increment Monies - Current	378,881	380,000	480,000
Total Taxes	378,881	380,000	480,000
Intergovernmental revenue			
3310 Loans/Grants from Local Units	51,125	4,000	-
Total Intergovernmental revenue	51,125	4,000	-
Miscellaneous revenue			
3610 Interest Earnings	18,883	-	-
Total Miscellaneous revenue	18,883	-	-
Total Revenue:	448,889	384,000	480,000
Expenditures:			
General government			
Administrative			
4140.310 Professional & Technical Services	-	-	50,000
4140.311 Legal Services	2,486	-	-
4140.312 Publishing / Legal Notices	50	-	-
4140.610 Redevelopment Activities	286,804	173,400	240,911
Total Administrative	289,341	173,400	290,911
Total General government	289,341	173,400	290,911
Transfers			
4810 Transfer to General Fund	8,667	23,500	35,258
4846 Transfer to Capital Projects	265,000	129,180	-
4890 Budgeted Increase in Fund Balance	-	57,920	153,831
Total Transfers	273,667	210,600	189,089
Total Expenditures:	563,008	384,000	480,000
Total Change In Net Position	(114,118)	-	-

**BRIAN HEAD SPECIAL SERVICE DISTRICT
BRIAN HEAD, UTAH**

BUDGET RESOLUTION

RESOLUTION NO. SSD-__

A RESOLUTION ADOPTING THE FISCAL YEAR 2025 BUDGET ENDING JUNE 30, 2025, OF THE BRIAN HEAD SPECIAL SERVICE DISTRICT, BRIAN HEAD, UTAH.

WHEREAS, in accordance with the Uniform Fiscal Procedures Act for Utah, Brian Head Special Service District is hereby adopting its budget for the fiscal year ending June 30, 2025; and

WHEREAS, in accordance with Utah State law, a public hearing was held on May 28, 2024, to receive public comment on the proposed FY2025 Budget. No comments were received on the FY 2025 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BRIAN HEAD SPECIAL SERVICE DISTRICT BOARD, BRIAN HEAD, UTAH:

ADOPTION: The Fiscal Year 2025 Special Service District Budget is hereby adopted, including all funds and accounts as shown in the budget format attached (Attachment "A").

PASSED AND ADOPTED BY THE BRIAN HEAD SPECIAL SERVICE DISTRICT BOARD MEMBERS OF BRIAN HEAD, THE STATE OF UTAH on this 11th day of June 2024.

VOTING:

Chairperson Clayton Calloway	Aye____	Nay____
Board Member Mitch Ricks	Aye____	Nay____
Board Member Kelly Marshall	Aye____	Nay____
Board Member Martin Tidwell	Aye____	Nay____
Board Member Larry Freeberg	Aye____	Nay____

BRIAN HEAD SPECIAL SERVICE DISTRICT

By: _____
Clayton Calloway, Chair

ATTEST:

Nancy Leigh, SSD Clerk

(seal)

ATTACHMENT "A"
FISCAL YEAR 2025 SSD BUDGET
ENDING JUNE 30, 2025

DRAFT

Brian Head Town
State Budget Report
21 21 SSD Special Service District - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2025 Budget</u>
Change In Net Position			
Revenue:			
Miscellaneous revenue			
3610 Interest revenue	394	-	-
3668 Water Lease	35,421	30,421	30,421
Total Miscellaneous revenue	<u>35,815</u>	<u>30,421</u>	<u>30,421</u>
Total Revenue:	<u>35,815</u>	<u>30,421</u>	<u>30,421</u>
Expenditures:			
Transfers			
4890 Budgeted Increase in Fund Balance	-	30,421	30,421
Total Transfers	<u>-</u>	<u>30,421</u>	<u>30,421</u>
Total Expenditures:	<u>-</u>	<u>30,421</u>	<u>30,421</u>
Total Change In Net Position	<u>35,815</u>	<u>-</u>	<u>-</u>

**BRIAN HEAD MUNICIPAL BUILDING AUTHORITY
BRIAN HEAD, UTAH**

BUDGET RESOLUTION

RESOLUTION NO. MBA-____

A RESOLUTION ADOPTING THE FISCAL YEAR 2025 BUDGET ENDING JUNE 30, 2025, OF THE BRIAN HEAD MUNICIPAL BUILDING AUTHORITY, BRIAN HEAD, UTAH.

WHEREAS, in accordance with the Uniform Fiscal Procedures Act for Utah, Brian Head Municipal Building Authority is hereby adopting its budget for the fiscal year ending June 30, 2025; and

WHEREAS, in accordance with Utah State law, a public hearing was held on May 28, 2024, to receive public comment on the proposed FY2025 Budget. No comments were received on the FY 2025 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BRIAN HEAD MUNICIPAL BUILDING AUTHORITY BOARD MEMBERS, BRIAN HEAD, UTAH:

ADOPTION: The Fiscal Year 2025 Municipal Building Authority Budget is hereby adopted, including all funds and accounts as shown in the budget format attached (Attachment "A").

PASSED AND ADOPTED BY THE BRIAN HEAD MUNICIPAL BUILDING AUTHORITY BOARD MEMBERS OF BRIAN HEAD, THE STATE OF UTAH on this 11th day of June 2024.

VOTING:

Chairperson Clayton Calloway	Aye____	Nay____
Board Member Mitch Ricks	Aye____	Nay____
Board Member Kelly Marshall	Aye____	Nay____
Board Member Martin Tidwell	Aye____	Nay____
Board Member Larry Freeberg	Aye____	Nay____

BRIAN HEAD MUNICIPAL BUILDING AUTHORITY

By: _____
Clayton Calloway, Chair

ATTEST:

Nancy Leigh, MBA Clerk

(seal)

ATTACHMENT "A"
FISCAL YEAR 2025 MBA BUDGET
ENDING JUNE 30, 2025

DRAFT

Brian Head Town
State Budget Report
28 28 Municipal Building Authority - 07/01/2024 to 06/30/2025
100.00% of the fiscal year has expired

	2023 Actual	2024 Budget	2025 Budget
Change In Net Position			
Revenue:			
Miscellaneous revenue			
3620 Lease revenue	120,370	120,520	120,620
Total Miscellaneous revenue	120,370	120,520	120,620
Total Revenue:	120,370	120,520	120,620
Expenditures:			
Debt service			
4160.810 MBA Bond Principal	74,000	76,000	78,000
4160.820 MBA Interest on long term debt	46,370	44,520	42,620
Total Debt service	120,370	120,520	120,620
Total Expenditures:	120,370	120,520	120,620
Total Change In Net Position	0	-	-



ITEM: WATER/SEWER CAPITAL FACILITY PLAN AMENDMENT

AUTHOR: Aldo Biasi, Public Works Director / Nancy Leigh, Town Clerk
DEPARTMENT: Administration
DATE: June 11, 2024
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will consider an ordinance amending the Water & Sewer Capital Facility Plan. This amendment is a requirement from the Department of Environmental Quality that was discovered during the review process for the funding portion of the project.

BACKGROUND:

In 2023, the Council adopted the Water and Sewer Capital Facility Plan for the Town which gave a long-term plan for the Town's utility infrastructure projects. As part of this plan, the Town utilizes it to acquire grant funding from agencies in order to expand the Town's infrastructure.

ANALYSIS:

One of the projects that is identified in the Water and Sewer Capital Facilities Plan is the Snowshoe/Toboggan Sewer Line Project. This project would expand the Town's sewer infrastructure to approximately 70+ lots and therefore reduce the use of septic tanks in an area that is rapidly growing in Brian Head.

Brian Head Town applied for grant funding from the Department of Environmental Quality and received a low interest loan, but as part of their requirements, an amendment to the Water & Sewer Capital Facilities Plan needed to be made with the inclusion of two appendixes:

- Appendix H: Environmental Analysis
- Appendix G: Development & Screening of Alternatives

These two appendixes are a requirement for the DEQ funding and will be added to the appendix section of the Capital Facilities Plan upon adoption from the Council.

FINANCIAL IMPLICATIONS:

N/A

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends the Council adopt the amendments to the Water/Sewer Capital Facilities Plan as presented.

PROPOSED MOTION:

I move to adopt ordinance No. 24-008, an ordinance amending the Brian Head Town Water and Sewer Capital Facilities Plan as presented.

ATTACHMENTS:

A - Ordinance Amending the Water & Sewer Capital Facilities Plan with Appendixes G & H

B - [2023 Water & Sewer Capital Facilities Plan Link](#)



ORDINANCE NO. 24-____

AN ORDINANCE AMENDING THE 2023 WATER AND SEWER CAPITAL FACILITIES PLAN FOR THE TOWN OF BRIAN HEAD, UTAH, AND RELATED MATTERS.

WHEREAS, the Town of Brian Head, Iron County, Utah is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah law, and;

WHEREAS, the Town desires to prioritize how the Town will keep its infrastructure in repair, as well as plan for future growth to enhance the experience of the residents and guests in the form of a Water & Sewer Capital Facilities Plan, and;

WHEREAS, the Capital Facilities Plan is a long-range financial plan that allows the Town to prioritize public projects and identify funding sources; and

WHEREAS, the Council adopted Ordinance 23-011 adopting the 2023 revised Water and Sewer Capital Facilities Plan on September 12, 2023 for water and sewer in which plans shall be used to ensure the health safety and welfare of its citizens and guests.

WHEREAS, the Town applied for and received funding from the Utah Department of Environmental Quality (DEQ) for sewer infrastructure projects in which specific language and information was to be included in the Town's CIP for water and sewer in order to be eligible for funding purposes.

NOW THEREFORE, it is hereby ordained by the Town Council of the Town of Brian Head, Iron County, Utah, as follows:

Section 1. **An Amendment to The Brian Head Water & Sewer Capital Facilities Plan** dated February 2023 is hereby amended with the following two Appendixes to be included in the 2023 Water and Sewer Capital Facilities Plan:

Attachment "A"

Appendix G
Development and Screening of Alternatives

Appendix H
Environmental Analysis

Section 2. Effective Date. This Ordinance shall take effect upon its passage by a majority vote of the Brian Head Town Council.

Section 3. Severability Clause. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Repealer. All provision of the Brian Head Town Code that are inconsistent with the expressed terms of this Ordinance shall be repealed.

Passed and Adopted by the Brian Head Town Council, Iron County, Utah this ____ day of ____ with the June 2024

Town Council Vote:

Mayor Clayton Calloway	Aye____	Nay____
Council Member Larry Freeberg	Aye____	Nay____
Council Member Martin Tidwell	Aye____	Nay____
Council Member Kelly Marshall	Aye____	Nay____
Council Member Mitch Ricks	Aye____	Nay____

BRIAN HEAD TOWN
BRIAN HEAD, UTAH

By: _____
Clayton Calloway, Mayor

ATTEST:

Nancy Leigh, Town Clerk

(SEAL)

CERTIFICATE OF PASSAGE AND POSTING

I hereby certify that the above Ordinance is a true and accurate copy, including all attachments, of the Ordinance passed by the Town Council on the ____ day of June 2024, and have posted a complete of the ordinance in a conspicuous place within the Town of Brian Head, to-wit: Town Hall and have posted a copy on the Public Meeting Notice Website and on the Town website: brianheadtown.utah.gov as per UCA 63-30-102.

Nancy Leigh, Town Clerk

Appendix G. Development & Screening of Alternatives

A. Development of Alternatives

Alternatives to installing new sewer lines have been considered. The only alternative to the proposed sewer lines is No Action. The advantages and disadvantages of the No Action Alternative have been assessed, as well as the cost to the owner. Due to the upcoming septic density study, the No Action alternative is not acceptable.

i. No Action

The existing areas proposed to be serviced by new sewer lines are located in subdivisions (Ski Haven Chalets, Units A and B) that had previously been subdivided as part of Iron County and were annexed into Brian Head town in 2009.

Benefits to the No Action Alternative include:

- No cost to the users of the system.

Disadvantages of the No Action Alternative include:

- No growth could be permitted in the proposed service area due to the changes in the upcoming density study resulting in reductions to the septic units allowed in Brian Head.

B. Cost Effective Analysis

i. No Action

No Action Cost = \$0

Appendix H. Environmental Analysis

A. Abstract

The potential project consists of the installation of sewer (sewer manholes and sewer pipe) in existing subdivisions (Ski Haven Chalets, Units A and B) that had previously been subdivided as part of Iron County and were annexed into Brian Head town in 2009. The sewer lines will be installed in existing roadways: Ponderosa Drive, Snow Shoe Drive, Snowman Drive, Toboggan Lane and Snow Mobile Road. The proposed project will provide sewer services to 86 lots, twelve of which have existing structures that will tie into the new sewer once put into service. The combined acreage of the property that will be serviced by the proposed project is roughly 48 acres. There are no anticipated adverse impacts with the installation of the sewer line as it will remove the existing septic systems that are currently being used by the existing structures and will prevent the installation of future septic systems in the project area. There will be no disturbance to undisturbed soil and vegetation as the project will be installed under existing roads.

B. Environmental Impacts

An environmental analysis has been performed for the affected areas of the potential project locations. Letters and a map of the area have been sent to the following agencies: The Utah Division of Air Quality, Utah Wildlife Resources, the U.S. Army Corps of Engineers, U.S. Fish and Wildlife, USDA Soil Conservation Service, and the Utah Division of State History.

i. Historical and Archaeological Sites

There are no known historical or archaeological sites proximate to the proposed project locations. An exhibit showing the potential project locations will be forwarded to the State of Utah, Division of State History office for concurrence.

ii. Floodplains and Wetlands

The FEMA floodplain map for the area is #490079 0750 B. It classifies the proposed project area as Zone C, Areas of Minimal Flooding.

iii. Agricultural Lands

There are no agricultural lands in the vicinity of the proposed project locations.

iv. Wild and Scenic Rivers

There are no Wild and Scenic Rivers near the proposed project locations.

v. Fish and Wildlife Protection

We have reached out to the U.S. Fish and Wildlife Service and provided an exhibit showing the potential project locations.

vi. Air Quality

Dust from construction activities will be controlled by spraying. We have reached out to the Division of Air Quality and provided an exhibit showing the potential project locations.

vii. Direct and Indirect Impacts

Direct impacts to the area from the construction and installation of the sewer line include the potential for clogging and degradation of the sewer pipes if the pipes are not properly maintained.

No indirect impacts are predicted.

viii. Mitigating Adverse Impacts

See Direct and Indirect Impacts above.



ITEM: SNOWSHOE/TOBOGGAN SEWER PROJECT BID AWARD

AUTHOR: Aldo Biasi
DEPARTMENT: Public Works
DATE: June 11, 2024
TYPE OF ITEM: Administrative Action

SUMMARY:

The Council will consider awarding the bids to Perco Rock for the 2024 Sewer Infrastructure Projects. With receiving only, the few bidders these projects will carry into the 2025 construction season. Staff has spoken with Perco Rock on this issue, and they have agreed to hold their pricing if all of the parts are purchased this year and stored until needed on each of the projects. The funding will have to be spent by the end of 2025. At the time of writing this report, staff is still waiting for bid award approval from the Division of Water Quality (Permission should be received by Monday afternoon).

BACKGROUND:

Under the direction of the Council, staff has been working on designing, obtaining funding, and bidding out the 2024 Water/Sewer Infrastructure Projects along with the Snowshoe Toboggan SAA water project. The Council has previously seen how these projects will be funded in the recently presented budget document and staff can provide that information upon request from the Council.

ANALYSIS:

Although Staff reached out to various construction companies before and during the advertising period, only two companies bid on the Towns list of projects for the 2024 construction season. Perco Rock and Orton Excavating were the two companies that the Town received bids from. Orton Excavating bid on only two of the projects that were available and Perco Rock bid on all of the projects. The results of the bids are listed below along with explanations and recommendations by staff on each of the projects.

Sewer Projects

1. Snowshoe Toboggan Sewer Line Gravity Line Option - \$1,549,850.00
 - Staff has been working with property owners on obtaining an easement for the sewer line in one area of the project that was designed to receive a E1 low PSI sewer. Staff has received this easement and is proceeding forward with the gravity option in this area.
 - Ponderosa Drive Sewer Line- \$308,070.00 (Perco Rock) \$357,023.96 (Orton Excavating)
 - Due to budget, staff recommends removing this project from the list. If there is money left over from the Toboggan Sewer project, Staff recommends re-bidding this project next year. There is almost enough money in the budget for this project, but it would leave no contingency for the Toboggan Project. If everything goes well on Toboggan, staff recommends proceeding to Ponderosa next year.

FINANCIAL IMPLICATIONS:

Snowshoe Toboggan Sewer Projects

Funding	Available For Construction	Contractor Bid	Contingency
Sewer Funding Toboggan Only	\$ 1,790,919.00	\$ 1,583,370.00	\$ 207,549.00

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends that the Council awards the bid to Perco Rock for the Snowshoe/Toboggan Sewer line project in the amount of \$1,549,850

PROPOSED MOTION:

If Staff has received approval from Division of Water Quality on Monday afternoon, then staff recommends the following motions. If approval has not been obtained, then no motion can happen at this time for award.

SAA/Sewer Projects

1. I motion to award the Snowshoe Toboggan Sewer line project to Perco Rock in the amount of \$1,583,370.

ATTACHMENTS:



ITEM: SALT PILE WELL DRILLING BID AWARD

AUTHOR: Aldo Biasi
DEPARTMENT: Public Works
DATE: May 28, 2024
TYPE OF ITEM: Administrative Action

SUMMARY:

The Council will consider awarding the bid to drill the Salt Pile Well to Anzalone Drilling & Pumps. Please note that this bid is for the drilling/casing/ and test pumping of the well. This bid does not include equipping the well with a pump and motor. Once the well has been test pumped and the proper production of the well determined this additional equipment will be designed and bid out for installation.

BACKGROUND:

Under the direction of the Council, staff has been working on designing, obtaining funding, and bidding out the 2024 Water/Sewer Infrastructure Projects, which includes the drilling of a new well at the Salt Pile Site, along with the Snowshoe Toboggan SAA water project. The Council has previously seen how these projects will be funded in the recently presented budget document and staff can provide that information upon request from the Council.

ANALYSIS:

The Town received three bidders for the Salt Pile Well Project. Their names and bid amounts are listed from the submitted bids below along with a bid tabulation (attachment A) in the attachments for this staff report.

- KP Ventures Drilling & Pump - \$1,469,700 (base bid, option B)
- Anzelone Drilling & Pumps -\$1,488,600 (base bid, option B) (Differs from bid tabulation)
- Gardner Brothers Drilling-\$2,090,000 (base bid, option B)

KP Ventures Drilling & Pump was the apparent low bid at the conclusion of the bid opening coming in \$ 18,900.00 lower than Anzelone Drilling & Pumps. KP Ventures Drilling & Pump also submitted a letter with their bid that listed assumptions in how they bid the project. Staff was concerned with this list of assumptions. As assumptions and well work can get very expensive in a hurry staff had the engineers reach out to KP Ventures for further clarification. Specifically on item number 9. Which states that they cannot accept the alignment standard shown in the specifications. Staff received work back from the engineer that KP ventures said they still do not accept the standards, but would do their best. With the haunting of the Bear Flat well, staff does not accept this answer.

Further review of Anzelone's bid an error was found that increased their bid a significant amount. When this error was brought to their attention, they sent back a letter stating that they would honor the amount total at the bottom of the bid sheet. They acknowledge that this was a mistake on their part. Staff and the Town has worked with Anzelone Drilling & Pumps in the past and it

on the Bear Flat Well and it was a good experience. They are fast and knowledgeable. Anzelones were the only drillers to come and look at the site and give recommendation. This opportunity was offered to all bidders and they were the only company to come up.

With KP Ventures not willing to accept the standards in the bid documents and with the option listed in the bid documents and specifications, that the Town does not have to accept the lowest bidder, it is the recommendation of staff to award the job to Anzelone Drilling and Pumps.

Note: Gardner Brothers Drilling was the high bid and did not submit a complete bid package in the amount of time permitted for submission. Their bid bonds were not submitted with the bid sheets until later that day after the bid opening was held. Staff considers this bid void as a none completed bid packages.

FINANCIAL IMPLICATIONS:

Water Projects

Funding	Available For Construction	Contractor Bid	Amount Left
Infrastructure Project Funding	\$ 5,327,919.00		\$ 260,798.94
	Highway Replacement	\$ 1,331,892.00	
	Rue Jolly Waterline Loop	\$ 781,300.00	
	Scada Replacement	\$ 265,128.06	
	Well Drilling	\$ 1,488,600.00	
	Well Equipment Estimate	\$ 1,200,200.00	
	MG Generator	\$ -	
	Meter Towers	\$ -	
	Blue Jay Way	\$ -	
	Total	\$ 5,067,120.06	

As the Council can see from the above table, after taking out the cost of engineering and project management there is Approx. \$5,327,919 available for the construction of the projects. Staff says approx. because staff always saves money on construction management and the full amount was minus out of the available funds. With the awarding of the projects that have been bid so far (with an estimate of equipping the well included) totaling \$5,067,120.06 Staff has estimated the equipping portion of the well as it will be designed once a test pump has been performed and correct pump sizing has taken place. There is \$260,798.94 left for the construction of the well house and generator building. Once these projects are bid on, staff will be able to provide the Council with alternative options if additional funds are needed. These options include scaling back, Public Works providing work on the generator project (site prep and installation of the metal building) and the last resort of going back to the Division of Drinking Water for additional

funding. With the projects carrying into the 2025 construction season, staff would have time to approach the Division of Drinking Water for additional funds after the construction season of 2024.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends that the Council awards the drilling, casing, and test pumping portion of Salt Pile Well project to Anzelone Drilling & Pumps in the amount of \$1,488,600

PROPOSED MOTION:

I move to award the drilling, casing, and test pumping portion of Salt Pile Well project to Anzelone Drilling & Pumps in the amount of \$1,488,600

ATTACHMENTS:

- A- Bid Tabulation
- B- Bid Documents Anzelone Drilling and Pumps
- C- Email and Anzelone Letter
- D- Bid Documents KP Ventures Drilling & Pump
- E- Bid Documents Gardner Brothers Drilling

**Brian Head Town
Culinary Well Project
Bid Tabulation - May 16, 2024**

BID SCHEDULE - CULINARY WELL PROJECT

Item No.	Item Description	Quantity	Units	KP Ventures Drilling & Pump		Anzelone Drilling & Pumps		Gardner Brothers Drilling	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	L.S.	\$175,000.00	\$175,000.00	\$50,000.00	\$50,000.00	\$200,000.00	\$200,000.00
2	Drill 8" Diameter Test Hole	800	Ln. Ft.	\$250.00	\$200,000.00	\$200.00	\$160,000.00	\$200.00	\$160,000.00
3	Test Pump Open 8" Hole	120	Hours	\$900.00	\$108,000.00	\$1,000.00	\$120,000.00	\$600.00	\$72,000.00
4	Drill 28" Diameter Hole and Furnish and Install 24" Carrier Casing	120	Ln. Ft.	\$1,000.00	\$120,000.00	\$750.00	\$90,000.00	\$600.00	\$72,000.00
5	Grout Upper 100' of Well	1	L.S.	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$50,000.00	\$50,000.00
6	Drill 22" Diameter Hole	680	Ln. Ft.	\$300.00	\$204,000.00	\$650.00	\$442,000.00	\$640.00	\$435,200.00
7	Alignment Deviation Survey	1	L.S.	\$4,200.00	\$4,200.00	\$8,500.00	\$8,500.00	\$120,000.00	\$120,000.00
8	Furnish and Install 16" Diameter Well Casing	240	Ln. Ft.	\$200.00	\$48,000.00	\$250.00	\$60,000.00	\$290.00	\$69,600.00
9	Furnish and Install 16" Diameter HSLA 0.070" Full-Flow Shutter Screen	560	Ln. Ft.	\$275.00	\$154,000.00	\$350.00	\$196,000.00	\$460.00	\$257,600.00
10	Furnish and Install 2" Sch 120 PVC Telemetry Tube with Stainless Steel Couplers	800	Ln. Ft.	\$15.00	\$12,000.00	\$12.00	\$9,600.00	\$30.00	\$24,000.00
11	Furnish and Install Gravel Pack	120	Tons	\$520.00	\$62,400.00	\$750.00	\$90,000.00	\$1,200.00	\$144,000.00
12	Casing Alignment and Video Inspection	1	L.S.	\$5,600.00	\$5,600.00	\$9,500.00	\$9,500.00	\$14,000.00	\$14,000.00
13	Develop Well (Dual Surge Block)	180	Hours	\$625.00	\$112,500.00	\$750.00	\$135,000.00	\$660.00	\$118,800.00
14	Develop Well (Pump Surge)	180	Hours	\$625.00	\$112,500.00	\$750.00	\$135,000.00	\$860.00	\$154,800.00
15	Disinfect Well	1	L.S.	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$40,000.00	\$40,000.00
Total Base Bid					\$1,331,700.00		\$1,522,600.00		\$1,932,000.00

16A	OPTION A - Furnish, Install and Remove Test Pump Equipment - 500 to 2,000 gpm Capacity Pump	1	L.S.	\$56,000.00	\$56,000.00	\$40,000.00	\$40,000.00	\$98,000.00	\$98,000.00
17A	OPTION A - Test Pump Well - 500 to 2,000 gpm Capacity Pump	180	Hours	\$650.00	\$117,000.00	\$750.00	\$135,000.00	\$860.00	\$154,800.00
	Total with Option A				\$1,504,700.00		\$1,697,600.00		\$2,184,800.00
16B	OPTION B - Furnish, Install and Remove Test Pump Equipment - 100 to 500 gpm Capacity Pump	1	L.S.	\$39,000.00	\$39,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00
17B	OPTION B - Test Pump Well - 100 to 500 gpm Capacity Pump	180	Hours	\$550.00	\$99,000.00	\$500.00	\$90,000.00	\$600.00	\$108,000.00
	Total with Option B				\$1,469,700.00		\$1,632,600.00		\$2,090,000.00

Indicates that number varies from bid submitted by the contractor

BID

Proposal of Jeremy Anzalone (hereinafter) called "BIDDER"), organized and existing under the laws of the State of Utah doing business as Anzalone Drilling and Pumping Brain Head Town (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the Brain Head Culinary Well in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

If awarded the contract to construct the Project, BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 150 calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$ 250.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

3-1

**BRAIN HEAD TOWN
CULINARY WELL**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices.

NOTE: Payment to the Contractor: The Contractor is hereby advised that partial payments will be made monthly, and that the final payment will be made within 30 days following the completion of all work specified.

NOTE: All bids shall be checked for mathematical errors by the Engineer. If errors have been made in the extension of the figures, it will be assumed that the unit prices are correct and the total amounts will be revised to reflect the corrections. Award of the contract will be made to the qualified contractor with the lowest responsive and responsible bid.

BID SCHEDULE

Item No.	Item Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	L.S.	\$50,000.00	\$50,000.00
2	Drill 8" Diameter Test Hole	800	Ln. Ft.	\$200.00	\$16,000.00
3	Test Pump Open 8" Hole	120	Hours	\$1,000.00	\$120,000.00
4	Drill 28" Diameter Hole and Furnish and Install 24" Carrier Casing	120	Ln. Ft.	\$750.00	\$90,000.00
5	Grout Upper 100' of Well	1	L.S.	\$12,000.00	\$12,000.00
6	Drill 22" Diameter Hole	680	Ln. Ft.	\$650.00	\$442,000.00
7	Alignment Deviation Survey	1	L.S.	\$8,500.00	\$8,500.00
8	Furnish and Install 16" Diameter Well Casing	240	Ln. Ft.	\$250.00	\$60,000.00
9	Furnish and Install 16" Diameter HSLA 0.070" Full Flow Shutter Screen	560	Ln. Ft.	\$350.00	\$196,000.00
10	Furnish and Install 2" Sch 120 PVC Telemetry	800	Ln. Ft.	\$12.00	\$9,600.00

	Tube with Stainless Steel Couplers				
11	Furnish and Install Gravel Pack	120	Tons	\$750.00	\$90,000.00
12	Casing Alignment and Video Inspection	1	L.S.	\$9,500.00	\$9,500.00
13	Develop Well (Dual Surge Block)	180	Hours	\$750.00	\$135,000.00
14	Develop Well (Pump Surge)	180	Hours	\$750.00	\$135,000.00
15	Disinfect Well	1	L.S.	\$5,000.00	\$5,000.00
Total Base Bid					\$1,378,600.00

3-2

16 A	OPTION A Furnish, Install and Remove Test Pump Equipment - 500 to 2,000 gpm Capacity Pump	1	L.S.	\$40,000.00	\$40,000.00
17 A	OPTION A Test Pump Well – 500 to 2,000 gpm Capacity Pump	180	Hours	\$750.00	\$135,000.00
Total Option A					\$175,000.00
16 B	OPTION B Furnish, Install and Remove Test Pump Equipment – 100 to 500 gpm Capacity Pump	1	L.S.	\$20,000.00	\$20,000.00
17 B	OPTION B Test Pump Well – 100 to 500 gpm Capacity Pump	180	Hours	\$500.00	\$90,000.00
Total Option B					\$110,000.00

ATTEST: RESPECTFULLY SUBMITTED:

Anzalone Drilling & Pumps, LLC.
Name Bidder

(Seal - If Bid is by Corporation)

Address 188 East 200 North

Address Newcastle UT 84756

Signature

Name Jeremy Anzalone

Title President

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
as Principal, and _____ as Surety, are hereby held and firmly bound unto
as OWNER in the penal sum of _____ for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, and our successors and assigns.

Signed, this _____ day of _____, 20____. The Condition of the above obligation is
such that whereas the Principal has submitted to _____ a certain BID, attached
hereto and hereby made a part hereof to enter into a contract in writing, for the _____
NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish
a BOND for his faithful performance of said contract, and for the payment of all persons performing
labor or furnishing materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said BID,

THEN this obligation shall be void, otherwise the same shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and their BOND shall be in no way impaired or affected by any extension of the time within which
the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By:

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

THIS AGREEMENT, made this 14 day of May, 2024, by and between Brain Head Town hereinafter called "OWNER" and Anzakne Drilling and Pumping doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Brian Head Culinary Well.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described therein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 150 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 1,663,600.⁰⁰.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Public Notice
 - (B) Information for Bidders
 - (C) Bid
 - (D) Proposed Subcontractors List
 - (E) Proposed Suppliers List
 - (F) Bid Bond
 - (G) Agreement
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice of Award
 - (K) Notice to Proceed
 - (L) Change Order
 - (M) General Conditions
 - (N) Supplementary General Conditions
 - (O) PLANS AND SPECIFICATIONS prepared or issued by Alpha Engineering, dated May 2024.
 - (P) ADDENDA:
No. _____, dated _____, 2024.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Build America, Buy America (BABA) Act Requirements

The Contractor acknowledges to and for the benefit of the Brian Head Town ("Owner") and the State of Utah Department of Drinking Water (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

Build America, Buy America (BABA) Act Agreement Clause

Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the

Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) counterparts each of which shall be deemed an original on the date first above written.

OWNER

Brain Head Town

By _____

Name: _____

Title: _____

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

BY _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

Title _____

APPROVAL AS TO FORM:

By: _____

Attorney



Aldo Biasi <abiasi@bhtown.utah.gov>

Salt Pile Brian Head Well

3 messages

Todd Gardner <toddgardner@alphaengineering.com>
To: "anzalonedrilling@gmail.com" <anzalonedrilling@gmail.com>
Cc: Aldo Biasi <abiasi@bhtown.utah.gov>

Fri, May 17, 2024 at 9:26 AM

Jeremy,

It looks like there was a significant error in your bid. Please see the attached bid tab to review. Please let us know if you have any questions.

Todd Gardner, PE

toddgardner@alphaengineering.com

 **Bid Tabulation - Brian Head Culinary Well Project.pdf**
118K

Todd Gardner <toddgardner@alphaengineering.com>
To: Aldo Biasi <abiasi@bhtown.utah.gov>

Fri, May 17, 2024 at 10:25 AM

FYI

Todd Gardner, PE

toddgardner@alphaengineering.com

From: Jeremy Anzalone <anzalonedrilling@gmail.com>
Sent: Friday, May 17, 2024 10:15 AM
To: Todd Gardner <toddgardner@alphaengineering.com>
Subject: Re: Salt Pile Brian Head Well

To: Todd Gardner <toddgardner@alphaengineering.com>

Got it
Thanks
Aldo

[Quoted text hidden]

May 17, 2024

Anzalone Drilling & Pumps, LLC.

P.O. Box 115

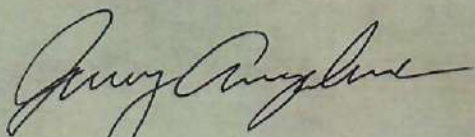
Newcastle, Utah 84756

(435)-691-2172

To Whom It May Concern,

I am writing in regards to the bid that I submitted for the Brian Head town well. There was a mistake that was made on the bid schedule, line item #2 (drill 8" test hole). The amount on the bid was incorrectly added. There was a zero missing in the final line item price (\$16,000.00 instead of \$160,000.00). This amount changed the complete total of the bid by \$144,000.00. However, I will honor the final price that was submitted on the total bid base. This error was my fault and I will stand by the original bid amount that was submitted (\$1,378,600.00). I apologize for any confusion and inconvenience that this has caused. Please feel free to contact me with any questions or concerns. Thank you for your consideration.

Sincerely,



Jeremy Anzalone

(Owner/Operator)

[Quoted text hidden]

BID

Proposal of KP Ventures Drilling + Pump (hereinafter) called "BIDDER"), organized and existing under the laws of the State of AZ doing business as LLC * to Brain Head Town (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the Brain Head Culinary Well in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

If awarded the contract to construct the Project, BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 150 calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$ 250.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

#1 on 5/13/24

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BRAIN HEAD TOWN CULINARY WELL

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices.

NOTE: Payment to the Contractor: The Contractor is hereby advised that partial payments will be made monthly, and that the final payment will be made within 30 days following the completion of all work specified.

NOTE: All bids shall be checked for mathematical errors by the Engineer. If errors have been made in the extension of the figures, it will be assumed that the unit prices are correct and the total amounts will be revised to reflect the corrections. Award of the contract will be made to the qualified contractor with the lowest responsive and responsible bid.

BID SCHEDULE

Item No.	Item Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	L.S.	175000	175 000
2	Drill 8" Diameter Test Hole	800	Ln. Ft.	250	200,000
3	Test Pump Open 8" Hole	120	Hours	900	108,000
4	Drill 28" Diameter Hole and Furnish and Install 24" Carrier Casing	120	Ln. Ft.	1,000	120,000
5	Grout Upper 100' of Well	1	L.S.	10 000	10 000
6	Drill 22" Diameter Hole	680	Ln. Ft.	300	204,000
7	Alignment Deviation Survey	1	L.S.	4200	4200
8	Furnish and Install 16" Diameter Well Casing	240	Ln. Ft.	200	48000
9	Furnish and Install 16" Diameter HSLA 0.070" Full-Flow Shutter Screen	560	Ln. Ft.	275	154000
10	Furnish and Install 2" Sch 120 PVC Telemetry Tube with Stainless Steel Couplers	800	Ln. Ft.	15	12,000
11	Furnish and Install Gravel Pack	120	Tons	520	62400
12	Casing Alignment and Video Inspection	1	L.S.	5600	5600
13	Develop Well (Dual Surge Block)	180	Hours	625	112,500
14	Develop Well (Pump Surge)	180	Hours	625	112,500
15	Disinfect Well	1	L.S.	3,500	3,500
Total Base Bid					1,331,700

16A	OPTION A Furnish, Install and Remove Test Pump Equipment - 500 to 2,000 gpm Capacity Pump	1	L.S.	56000	56000
17A	OPTION A Test Pump Well - 500 to 2,000 gpm Capacity Pump	180	Hours	650	117,000
Total Option A					173,000
16B	OPTION B Furnish, Install and Remove Test Pump Equipment - 100 to 500 gpm Capacity Pump	1	L.S.	39000	39000
17B	OPTION B Test Pump Well - 100 to 500 gpm Capacity Pump	180	Hours	550	99000
Total Option B					138,000

ATTEST:


Name

(Seal - If Bid is by Corporation)

RESPECTFULLY SUBMITTED:

KP Ventures Well Drilling + Pump Co LLC
Bidder

PO Box 2411

Address

Cottonwood, AZ 86326
Address


Signature

CLAYTON THAYER
Name

Project Manager
Title



Brian Head Town

Project Name: Culinary Well Drilling Project

5/15/2024

RE: Bid Submittal for Culinary Well Project for Brian Head

Dear Brian Head:

KP Ventures appreciates the opportunity to be included in this water well bid. Please find attached our complete proposal. We believe all of the forms needed have been completed and are enclosed.

There were several sections of the specifications that were silent on matters so we are clarifying what is and is not included in our bid herein for clarity. We also have an interpretation on the alignment clause.

1. The MBE/WBE Procurement protocols in the back of the package have not been completed. KP Ventures plans to complete all the work with its own forces and is not identified as a MBE/WBE contractor. The only exception is for the surface casing. We plan to use Pete Martin Drilling for that work. They are the only subcontractor working in Utah that we have vetted and found to be capable of and have the equipment required for the work required under this contract. They also do not identify as MBE/WBE.
2. There was no mention of the time required for decision making between the completion of testing on the test hole and the beginning of the ream, or decision to abandon the hole. We have assumed 4 hours regardless of the time of day of completion of the test hole. Additional time will be standby.
3. We have assumed that the ~480 hours of development and test pumping and the volume of water produced will be able to be discharged within 100' of the well to the ground surface without additional effort or permits from our staff.
4. The bid schedule specifies an alignment survey in the test hole and an alignment survey 0in the completed well as well as a well video. We have NOT included any other geophysical logging since the specifications were silent on it.
5. We have also assumed that the Owner will be handling any new source water quality analysis since there was no mention of it in the specifications. It is not included herein.
6. The specifications require a 120 foot conductor casing. We have anticipated using a bucket auger to perform this work. Reviewing other logs in the area, we believe it is highly unlikely that a bucket auger will be able to drill to 120 feet due to the presence of basalt in the area. If the bucket auger encounters refusal, we will assume that the conductor will be shortened and an alternate design will be proposed via change order. Our bid assumes that the auger will stop work upon refusal.
7. Our bid assumes that the Notice to Proceed will be based upon a mutually agreed upon date by both Owner and Contractor, subject to the availability of the Contractors equipment.
8. Our bid assumes that the test pumping specifications relate to the production well and not to the test hole, since smaller diameters would not accommodate the flows mentioned in those specifications.
9. Johnsons Screens' Groundwater and Wells book (third edition) states, "Conditions that can cause a borehole to be misaligned and out of plumb include the following: Character of the subsurface



materials (Faults, boulders in the borehole and dipping strata)...." We believe the lithology in this area would qualify under this category. Consequently, we will use collars and standard industry practice to maintain the borehole alignment but we cannot accept the alignment standard shown in the specifications.

We look forward to seeing the bid results.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Clayton Thayer'.

Clayton/Thayer
KP Ventures Well Drilling and Pump Company LLC
505.240.0833
claytont@kpvent.com

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, KP Ventures Well Drilling & Pump Co., LLC
as Principal, and Great American Insurance Company as Surety, are hereby held and firmly bound unto
as OWNER in the penal sum of Five Percent (5%) of the for the payment of which, well and truly to be
amount of the bid
made, we hereby jointly and severally bind ourselves, and our successors and assigns.

Signed, this 15 day of May, 2024. The Condition of the above obligation is
such that whereas the Principal has submitted to Culinary Well Project - Brian Head a certain BID, attached
hereto and hereby made a part hereof to enter into a contract in writing, for the Culinary Well Project - Brian Head
NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish
a BOND for his faithful performance of said contract, and for the payment of all persons performing
labor or furnishing materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said BID,

THEN this obligation shall be void, otherwise the same shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and their BOND shall be in no way impaired or affected by any extension of the time within which
the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

 (L.S.)
Principal KP Ventures Well Drilling & Pump Co., LLC

Surety  Great American Insurance Company


Kathy Avery, Attorney-In-Fact

By: 

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 21675

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
KARL LIFFERTH	ALL OF	ALL
KATHY AVERY	SOUTH JORDAN,	\$100,000,000
RYAN BANASKY	UTAH	
KRISTI LASWON		
ROD MADSEN		
DAVID EVANS		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30TH day of JULY 2021

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2406)

On this 30TH day of JULY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

15 day of May, 2021



Stephen C. Beraha

Assistant Secretary

Attachment 1
SRF Required Front-End Specifications
*(This form must be completed and signed by Prime Contractor and
Submitted with the bid.)*

U.S. Environmental Protection Agency
Certification of Non-Segregated Facilities

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NON-SEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor must be submitted prior to the award of the subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Signature 	Date <u>5-16-24</u>
Name and Title of Signer (Please Type) <u>CLAYTON THAYER, Project Manager</u>	

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SRF SPECIAL CONDITIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KP VENTURES Drilling & Pump
Organization Name

CLAYTON THAYER, Project Manager
Name and Title of Authorized Representative

[Signature]
Signature

5-16-24

Date

STATEMENT OF QUALIFICATIONS

COMPANY

KP Ventures Well Drilling and Pump Co. LLC is a full service Well Drilling and Pump Company serving the Southwestern United States. The company was formed in 1997 as a local Well & Pump company but soon grew to service the well and pump needs of the large commercial, industrial and agricultural community.

Today, we service 8 states of the Southwestern US with drilling or pump installer licenses in Arizona, New Mexico, Texas, Utah, California, Nevada, Colorado and Kansas. Our Headquarters is located in Camp Verde, Arizona but we maintain other locations in Glendale, Arizona, and Wenden, Arizona. As the demand for our pump and repair services have increased, we established a fully staffed in-house machine shop that can fabricate many items that we use for day to day pump and rig repairs.

KP Ventures formed KP Exploration in the Winter of 2021 to better serve our Mining and Minerals customers with R/C and Diamond Core drilling services.

SERVICES

- **Well Drilling:**
 - Flooded Reverse
 - Dual Tube R/C
 - Direct Mud
 - Direct Air
 - Casing Advance
 - Diamond Core
- **Mineral Exploration**
 - R/C Drilling/ Sampling
 - Diamond Core Drilling
- Deepening of Wells,
- Abandonment,
- Well Rehabilitation,
- Electrical involving the pump system,
- VFD
- **New Pump Installation:**
(Residential & Commercial)
 - Submersible,
 - Line shaft,
 - Centrifugal,
 - Split Case,
- Turbine Pumps & Motors
- Filtration Systems
- Water System Inspections,
- Pressure Tanks,
- Irrigation Pumps,
- Constant Pressure Systems,
- Wastewater systems

Licenses/ Locations

Arizona

ROC #249246, Class A-04
ROC #249250, Class R-53
ADWR #562

California

Contractors #1023472

Colorado

Well Construction Lic #1516



Kansas

Well Driller #937

Nevada

Well Driller #WD-2563

New Mexico

Well Driller Lic. # WD-1704

Utah

Well Driller Lic #873

Texas

Well Driller Lic #59689

EQUIPMENT

Our Current equipment capacity is as follows:

Drilling Rigs

- **Gardner Denver 2500** Table Drive Rotary Rig with 150,000lb pullback, Major Overhaul completed in 2009, Replaced Draw works and entire Derrick. Mainline Replaced 12/1/19. Regularly maintained and rebuilt.
- **Taylor Industries RT4000** Kelly Drive Rotary Rig with 150,000lb pullback, Engine rebuilt 11/1/19. Regularly maintained and rebuilt.
- **Gefco Speedstar 150K** Top head Drive Rotary Rig with 150,000lb pullback, Engine Replaced 1/10/19. New Swivel Installed 3/1/18, New Lights installed 2/1/17. Regularly maintained and rebuilt.
- **Gefco Speedstar SS40** Kelly Drive Rotary Rig with 150,000lb pullback. Rig overhauled completely in 2018. Regularly maintained and rebuilt. Mainline Replaced 4/1/2020.
- **Atlas Copco T3W** Top head Drive Rotary Rig with 70,000lb pullback, capable of Air Rotary, Direct Mud Rotary, Casing Advance, Dual-Tube Reverse Circulation. Regularly maintained and rebuilt.
- **Versadrill Mark 70** New as of July 2021, Dual Wall R/C Drilling with Rotary Wet Splitter as an add-on option.
- **Versadrill 2000** Regularly maintained. Performing a combination of residential water well drilling and capable of performing R/C Drilling as well.
- **Versadrill Canada KmN1.4S** New as of February 2022. Diamond Core drill rig. HQ setup standard.
- **Bucyrus Erie 60L** Cable Tool Rig regularly maintained and rebuilt.
- **Bucyrus Erie 22W** Cable Tool Rig regularly maintained and rebuilt.

Pump Rigs (Hoists)

- **2001 Semco 25000** Pump Rig with 100,000lb. capacity, New Spool and Walking Beam Installed 8/1/14, Mainline Replaced 6/1/19.
- **2002 General Motors** Pump Rig with 100,000lb capacity, Mainline Replaced 2/1/18.
- **2017 Pulstar 100,000** Pump Rig with Over 100,000lb capacity
- **2019 Pulstar 100,000** Pump Rig with Over 100,000lb capacity
- **2019 Pulstar 100,000** Pump Rig with Over 100,000lb capacity
- **2000 General Motors** Pump Rig with 70,000lb capacity. Fully Rebuilt mast in 2019. Fully Rebuilt engine in 2020.
- **Numerous Cranes** for installation and removal of sump and booster pumps.



Other Equipment

- 400 CFM @ 200 PSI Air Compressor– Quantity 5
- 1000 CFM @ 400 PSI Air Compressor – Quantity 3
- Large inventory of various size and type of drill bits, drill collars, drill steel, fishing tools, tremie pipe, etc. needed for drilling in various conditions, sizes, and depths.

We also have an array of equipment that includes Auger Rigs, Off-Road Cranes, Compressors, Backhoes, Water Trucks, Welders, Doghouses, Mud Systems, Drill Steel Trailers, Booms Trucks, Test Pumps & Engines, Generators, Sound Panels, Etc.

STAFF

Kenny Porter – CEO/Licensed Well Driller

Over 25 years' experience in Well Design, Drilling, Rehabilitation, Clean Out, and Abandonment using Direct Air, Mud Rotary, Reverse Circulation Mud Rotary, Dual Tube, Auger Drilling, and Cable Tool drilling methods. Over 25 years experience in Residential and Commercial Pump Design, Installation, Testing, Diagnostics, and Removal., AZ, UT, CA, NV, and NM Well Drillers License. Nationally recognized Certified Well Driller with National Ground Water Association and the International Ground Source Heat Pump Association.

Tyler Johnson – President/Client Manager

Over 10 years' experience in the Well Drilling and Pump Industry. Experience in all aspects of Direct Air, Mud Rotary, Reverse Circulation Mud Rotary, Dual Tube and Cable Tool drilling, as well as all aspects of Commercial and Residential Pump Systems both submersible and turbine. Over 6 years experience in project estimating, budgeting, permitting, and operations management.

Pynne Johnson - Vice President

Co-Founded KP Ventures Well Drilling & Pump Co. LLC with Kenny Porter in 1997. Over 16 years' experience in Well Drilling & Pump System regulations, fees, permitting, and documentation.

Anthony (Tony) McBee – Territory Manager, KPV Southern Division

Tony was formally trained as a Machinist – Plant Mechanic in the industrial repair field, successfully completing an apprenticeship program in the power industry, where he specialized in pump and valve repair and in-place machining of power plant equipment. Throughout his 37-year career, he has been involved in all aspects of the pump industry, including installation and repair of various types of pumps and associated equipment, project management, operations management, applications engineering, pump and systems design and design-build projects. Additionally, he has worked as general contractor on bid contract work that included complete well site construction, booster station construction, pipeline projects and well rehabilitation projects.



Clayton Thayer – Business Development – Commercial Drilling/ Licensed Driller

Clayton Thayer has 14 years experience in the well drilling and pump industry. He has worked on drilling & pump projects for residential, mining, commercial and municipal clients. Clayton Thayer performs business development for the company and handles much of the contracting, estimating, and project management for our projects. He is a licensed driller in UT, KS, CO and Arizona. He also holds a general contractors license for Transmission Lines, Tanks, and Utility lines in New Mexico. He is also an MSHA instructor and helps to keep our crews up to date with MSHA training requirements.

Thomas (Woody) Utz – Business Development - Pumps

When Woody opted to make a career change, his experience with pumps and water wells in his previous work led him into a career in the pump industry. Since joining the industry, in addition to his experience with the pump installation crews, Woody has worked and excelled in project management, design-build projects and customer representation and relations.

Andrew McBee – Shop Foreman

Andrew has 17 years in the pump industry, starting out as a helper in a pump repair shop where he had the opportunity to complete an informal (non-sanctioned) machinists' apprenticeship. He has extensive experience on all types of pumps, including vertical turbine, split-case, end suction and numerous types of process pumps. In addition to his machining abilities, his experience includes tear down and inspection of pumps and associated equipment, equipment assembly, machining of new components, refurbishing and modifications of existing components, both new and rebuilds, quality control work and supervision of shop personnel.

Jesus Balcorta – Senior Pump Installer

Jesus has been a Pump Installer for the past 18 years, having spent a total of 28 years in the industry to date. Jesus brings with him an extensive resume and Class A CDL. In addition to the removal and installation of pumping equipment, Jesus has completed many well rehabilitation projects over the last two decades, safely guiding and supervising his crew members.

Colby Mulcaire - Drill Rig Toolpusher/Project Manager

Over 5 years experience in Well Drilling, Rehabilitation, and Abandonment using Direct Air-Rotary, Casing Advance, Mud Rotary, Dual Tube, and Reverse Circulation methods. Over 4 years experience in Mechanical, Fabrication, and Welding. Class A CDL with Tanker Endorsement. Oversee all on site operations of drilling and crews. Ongoing field and classroom training. Responsible for safety, project completion, drilling crew managements.

Hans Robertson - Drill Rig Toolpusher/Project Manager/

Over 14 years experience in Well Drilling, Rehabilitation, and Abandonment using Direct Air-Rotary, Casing Advance, Mud Rotary, Dual Tube, and Reverse Circulation methods. Over 14 years experience in Mechanical, Fabrication, and Welding. Class A CDL with Tanker Endorsement. Oversee all on site operations of drilling and crews.



Current State of Utah Drillers License. Ongoing field and classroom training.
Responsible for safety, project completion, drilling crew managements

REFERENCES – EXPLORATION/ MINING

All mining services and exploration drilling is performed by our sister company KP Exploration, a Nevada corporation formed specifically for this purpose. We perform RC drilling with a rotary wet splitter and perform diamond core drilling.

The RC Drilling is performed primarily with our Versadrill Mark 70 rig, but we can also use our Versadrill 2000 and T-3 for this purpose as needed. We perform core drilling with our Versadrill Canada KmN1.4S rig. We are currently setup to perform HQ drilling with this rig but expect to be setup with other size capabilities in the near future.

As is typically the case with mining interests, we have existing confidentiality agreements in place with our mining customers. As such we are unable to provide much information in written form on our projects completed to date. If you would like more information on references, please contact one of our sales associates and we can put you in touch with one or more recent customers.

REFERENCES - WATER

Attached are several references for work that we've performed. We have included multiple drilling and pump projects in this list of references to demonstrate our general experience in drilling, pumps, and general well work including abandonment.

Arizona Valley Farms

PO Box 279, Salome, AZ 85348
P-870-351-1525

Project Locations – Salome, AZ and
Hyder, AZ

Danny Blalock – Manager
dblalock@intlfarming.com

Project Hydrogeologist – Chris
Catalano, GeoLog LLC

ccatalano@geologaz.com

Total of 11 Irrigation wells 1000-
1500' deep each 3/2013-Current

Each Well Cost \$790,000 -
\$940,000

Fondomonte Arizona LLC



250 N. Litchfield Road, Suite 130,
Goodyear, AZ 85338
P-928-273-6826
Project Location – Vicksburg, AZ

David Kelly – Farm Manager
David.kelly@fondomontearizona.com

Total of 16 Irrigation wells 1200'
deep each 12/2014-Current

Each Well Cost \$475,000 -
\$600,000

Resource Land Holdings

1530 16th Street, Suite 300,
Denver, CO 80202
P-702-723-2860

Project Location – Salome, AZ

Michael Serabian – Associate
michael.serabian@rlholdings.com

Project Hydrogeologist – Dylan
Easthouse, Southwest Ground-
Water Consultants

deasthouse@swgroundwater.com

1 well drilled 1000' 2016

Well Cost \$442,428

Hardison Farms

21098 West Glen St, Buckeye, AZ
85396

P-602-680-8320

Project Location – Buckeye, AZ

Jason Hardison – Owner
wjhardison@aol.com

2 wells drilled 1000-1200' 3/2014-
2019

Each Well Cost \$200,000 -
\$520,000

Desert Mountain Farms, LLC

6368 Mineral Point, Lino Lakes, MN
55038

612-282-9232

Project Location – Salome, AZ

David Kuntz – Owner
david@kuntzlaw.com

Total of 5 Wells 1200' deep each
12/2017-2019

Each Well Cost \$330,000 -
\$750,000

Arizona Water Company

3805 N. Black Canyon Highway,
Phoenix, AZ 85038

P-602-240-6860

Project Location – Rimrock, AZ

Andrew Haas – Director of
Engineering Ahaas@azwater.com

Project Hydrogeologists – Don
Hanson & Tyler Levos – Clear
Creek & Associates



dhanson@geo-logic.com and
tlevos@geo-logic.com

Production Well – 2018

Well Cost \$828,512

Saddlebrooke Utility Company

9532 E. Riggs Road, Sun Lakes, AZ
85248

P-928-713-0610

Project Location – Saddlebrooke,
AZ

Project Hydrogeologist – Dylan
Easthouse, Southwest
Groundwater Consultants

deasthouse@swgroundwater.com

ASR and Monitor Well – 2018

Well Cost \$413,683

Paloma Irrigation & Drainage District

Box 175, Gila Bend, AZ 85337

P-480-543-7253

Project Locations – Gila Bend, AZ

Robert VanHofwegen – District
Manager robert.v@palomaidd.com

Total of 7 Wells 1000-1200' deep
each 7/2018-9/2019

Each Well Cost \$219,000 -
\$750,000

City of Sedona

108 Road Runner Drive, Sedona,
AZ 86336

P-928-204-2234

Project Location – Sedona, AZ

Roxanne Holland – Project
Engineer Rholland@sedonaaz.gov

Project Hydrogeologist – Chris
Catalano, Southwest Groundwater
Consultants

ccatalano@geologaz.com

Injection Well and POC Well – 2018

Well Cost \$298,028

Wild Horse Pass Development

5350 N. 48th Street, Suite 210,
Chandler, AZ 85226

P-520-796-5389

Project Location – Chandler, AZ

Dean Olson – Project Manager
Dolson@wildhorsepass.com

Project Hydrogeologist – Kevin
Hebert, Southwest Groundwater
Consultants

khebert@swgroundwater.com

Production Well – 2016

Well Cost \$292,944



EPCOR Water

2355 W. Pinnacle Peak Road, Suite
300, Phoenix, AZ 85027

P-623-445-2451

Project Location – Bullhead City,
AZ

Marc Allen – Project Manager

Mallen@epcor.com

Project Hydrogeologist – Chris
Catalano, Southwest Groundwater
Consultants

ccatalano@geologaz.com

Pilot Hole Drilling & Testing – 2018

Well Cost \$325,496

EPCOR Water

2355 W. Pinnacle Peak Road, Suite
300, Phoenix, AZ 85027

P-623-587-5211

Project Location – Sun City West,
AZ

Christina Cameron Shane – Project
Manager Cshane@epcor.com

Project Hydrogeologist – Chris
Catalano, Southwest Groundwater
Consultants

ccatalano@geologaz.com

Production Well – 2018

Well Cost \$1,022,313

City of Kingman

3700 E. Andy Devine Ave,
Kingman, AZ 86401

P-928-692-3117

Project Location – Kingman, AZ

Burley Hambrick – Project Manager

bhambrick@cityofkingman.gov

Principal Hydrogeologist – Marvin
Glotfelty, Clear Creek Associates

mglotfelty@geo-logic.com

Injection Well – 2019

Well Cost \$432,082

Roosevelt Water Conservation District

6937 E. Elliot Road, Mesa, AZ
85212

P-480-988-9586

Project Location – Mesa, AZ

Shane Leonard – General Manager

s.leonard@rwcd.net

Irrigation Well – 2019-Current

Well Cost \$839,972

Buckeye Water Conservation & Drainage District

205 E. Roosevelt Ave., Buckeye,
AZ 85326

P-623-386-2196

Project Location – Buckeye, AZ



Noel Carter – Manager

ncarter@bwcdd.com

Total of 4 Irrigation Wells 300-400'
deep each 1/2019-8/2019

Each Well Cost \$182,000 -
\$229,000

Salt River Project

P.O. Box 52025, Phoenix, AZ
85072-2025

P-602-236-2702

Project Location – Avondale, AZ

Mark Freebury – Senior
Geohydrologist

Mark.Freebury@srpnet.com

Production Well – 2019

Well Cost \$710,873

Fisher Sand & Gravel

1302 W Drivers Way, Tempe, AZ
85284

P-480-316-4781

Project Location – Gila Bend, AZ

Cory Schoonover – Manager

cschoonover@fisherind.com

Production Well – 2019/2020

Well Cost \$281,382

Yuma Regional Medical Center

2400 S Avenue A, Yuma, AZ 85364

P-602-955-5547

Project Location – Yuma, AZ

Kevin Hebert – Senior Project
Hydrogeologist

khebert@swgroundwater.com

Production Well – 2019/2020

Well Cost \$285,229

McGuire Investments

320 N. Leroux, Suite A, Flagstaff AZ
86001

P-480-733-6800

Project Location – Valle, AZ

Pernell McGuire – Owner

pmcguire@davismiles.com

Production Well – 2015

3000' Well Completed

Well Cost \$280,039

Forestar



20410 North 19th Ave., Suite 100,
Phoenix, AZ 85027

P-480-368-2357

Project Location – Wittman, AZ

Brian Konderik – Manager

BrianKonderik@forestar.com

Principal Hydrogeologist – Steve Noel,
Southwest Groundwater Consultants

snoel@swgroundwater.com

Production Well – 2019

1750' Well Completed

Well Cost \$996,277

Valley Utilities Water Company

6808 N. Dysart Rd, Suite 112, Glendale,
AZ 85307

P-623-935-1100

Project Location – Glendale, AZ

Bryan Thomas – CFO Bryan@vuwco.com

Project Hydrogeologist – Don Hanson and
Tyler Levos, Clear Creek Associates

dhanson@geo-logic.com

[tlevos@geo-](mailto:tlevos@geo-logic.com)

logic.com

Production Well – 2019/2020

700' Well Completed

Well Cost \$616,028

Felix Construction/City of Peoria

1326 W. Industrial Dr., Coolidge, AZ
85128

P-602-725-6286

Nick Mason – Project Manager

nickm@felixconstruction.com

Project Hydrogeologist – Don Hanson and
Tyler Levos, Clear Creek Associates

dhanson@geo-logic.com

[tlevos@geo-](mailto:tlevos@geo-logic.com)

logic.com

Production Well – 2019/2020

1110' Well Completed

Well Cost \$1,181,106

Hyder Ranch LLC

1250 NE Loop 410, Suite 300, San
Antonio, TX 78209

P-602-768-0317

Jon Warkomski – Manager

jw@goldcrestft.com

Production Well 2020

1850' Well Completed

Well Cost \$726,443



We can provide more references and/or project experience upon request.

COMPANY POINT OF CONTACT

Please contact the following personnel for any questions or comments resulting from this submission:

Clayton Thayer
KP Ventures Well Drilling and Pump Company LLC
PO Box 2411
Cottonwood, AZ 86326
Mobile: 505.240.0833

STATE OF UTAH
Department of Natural Resources
Division of Water Rights

Clayton Thayer
of
KP VENTURE WELL DRILLING & PUMP CO. LLC

Has complied with the provisions of Title 73-3-25 of the Utah Water Rights Law and Section R655-4-3 and R655-4-4 of the Utah Administrative Rules for Water Wells and is hereby granted a Utah WATER WELL DRILLER License under the following categories:

Air Rotary, Mud Rotary, Reverse Rotary, Auger, Abandon Wells, Monitor Wells

WATER WELL DRILLER LICENSE NO. 894

This license is non-transferable and expires June 30, 2024

Teresa Wilhelmsen
Teresa Wilhelmsen, P.E.
State Engineer

Cut here

STATE OF UTAH
NATURAL RESOURCES
Division of Water Rights

2024

WATER WELL DRILLER LICENSE

No. 894

This certifies that by virtue of the provisions of section 73-3-25 Utah Code Annotated 1993, the State Engineer licenses

Clayton Thayer

KP VENTURE WELL DRILLING & PUMP CO. LLC

authorizing the licensee to perform regulated well activities in accordance with state laws and rules promulgated by the State Engineer. This registration expires June 30, 2024

Teresa Wilhelmsen
Teresa Wilhelmsen, P.E.
State Engineer

Cut out and RETAIN wallet card

STATE OF UTAH
Department of Natural Resources
Division of Water Rights

Kenny Porter
of
KP VENTURES WELL DRILLING & PUMP CO.

Has complied with the provisions of Title 73-3-25 of the Utah Water Rights Law and Section R655-4-3 and R655-4-4 of the Utah Administrative Rules for Water Wells and is hereby granted a Utah WATER WELL DRILLER License under the following categories:

Air Rotary, Mud Rotary, Cable Tool, Abandon Wells, Monitor Wells. Pump Installation & Repair

WATER WELL DRILLER LICENSE NO. 873

This license is non-transferable and expires June 30, 2024

Teresa Wilhelmsen
Teresa Wilhelmsen, P.E.
State Engineer

Cut here

STATE OF UTAH
NATURAL RESOURCES
Division of Water Rights

2024

WATER WELL DRILLER LICENSE

No. 873

This certifies that by virtue of the provisions of section 73-3-25 Utah Code Annotated 1953, the State Engineer licenses

Kenny Porter

KP VENTURES WELL DRILLING & PUMP CO.

authorizing the licensee to perform regulated well activities in accordance with state laws and rules promulgated by the State Engineer. This registration expires June 30, 2024

Teresa Wilhelmsen
Teresa Wilhelmsen, P.E.
State Engineer

Cut out and RETAIN wallet card



Amanda Hunter <ahunter@bhtown.utah.gov>

GARDNER BROTHERS DRILLING BRIAN HEAD TOWN WELL BID

1 message

info@gardnerbrothersdrilling.com <info@gardnerbrothersdrilling.com>
To: ahunter@bhtown.utah.gov

Thu, May 16, 2024 at 1:55 PM



GARDNER BROTHERS DRILLING BRIAN HEAD TOWN WELL BID 5-16-2024.pdf
368K

BRAIN HEAD TOWN CULINARY WELL

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices.

NOTE: Payment to the Contractor: The Contractor is hereby advised that partial payments will be made monthly, and that the final payment will be made within 30 days following the completion of all work specified.

NOTE: All bids shall be checked for mathematical errors by the Engineer. If errors have been made in the extension of the figures, it will be assumed that the unit prices are correct and the total amounts will be revised to reflect the corrections. Award of the contract will be made to the qualified contractor with the lowest responsive and responsible bid.

BID SCHEDULE

Item No.	Item Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	L.S.	200,000.00	\$200,000.00
2	Drill 8" Diameter Test Hole	800	Ln. Ft.	200.00	\$160,000.00
3	Test Pump Open 8" Hole	120	Hours	600.00	\$72,000.00
4	Drill 28" Diameter Hole and Furnish and Install 24" Carrier Casing	120	Ln. Ft.	600.00	\$79,200.00
5	Grout Upper 100' of Well	1	L.S.	50,000.00	\$50,000.00
6	Drill 22" Diameter Hole	680	Ln. Ft.	640.00	\$435,200.00
7	Alignment Deviation Survey	1	L.S.	120,000.00	\$120,000.00
8	Furnish and Install 16" Diameter Well Casing	240	Ln. Ft.	290.00	\$120,000.00
9	Furnish and Install 16" Diameter HSLA 0.070" Full-Flow Shutter Screen	560	Ln. Ft.	460.00	\$257,600.00
10	Furnish and Install 2" Sch 120 PVC Telemetry Tube with Stainless Steel Couplers	800	Ln. Ft.	30.00	\$24,000.00
11	Furnish and Install Gravel Pack	120	Tons	1,200.00	\$144,000.00
12	Casing Alignment and Video Inspection	1	L.S.	14,000.00	\$14,000.00
13	Develop Well (Dual Surge Block)	180	Hours	660.00	\$118,800.00
14	Develop Well (Pump Surge)	180	Hours	860.00	\$154,800.00
15	Disinfect Well	1	L.S.	40,000.00	\$40,000.00
Total Base Bid					\$1,939,200.00

16A	OPTION A Furnish, Install and Remove Test Pump Equipment - 500 to 2,000 gpm Capacity Pump	1	L.S.	98,000.00	\$98,000.00
17A	OPTION A Test Pump Well - 500 to 2,000 gpm Capacity Pump	180	Hours	860.00	\$154,800.00
Total Option A					\$2,19,200.00
16B	OPTION B Furnish, Install and Remove Test Pump Equipment - 100 to 500 gpm Capacity Pump	1	L.S.	50,000.00	\$50,000.00
17B	OPTION B Test Pump Well - 100 to 500 gpm Capacity Pump	180	Hours	600.00	\$180,000.00
Total Option B					\$2,558,000.00

ATTEST:

STACY MALLORY

Name

(Seal - If Bid is by Corporation)

RESPECTFULLY SUBMITTED:

GARDNER BROTHRS DRILLING

Bidder

2093 EAST HWY 18

Address

ENTERPRISE, UT 84725

Address

Signature

DALE GARDNER

Name

VICE PRESIDENT

Title

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, **Gardner Brothers Drilling** as Principal, and **Merchants National Bonding, Inc.** as Surety, are hereby held and firmly bound unto as OWNER in the penal sum of **Five Percent of Bid Amount** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, and our successors and assigns.

Signed, this **14th** day of **May**, 20**24**. The Condition of the above obligation is such that whereas the Principal has submitted to **Brian Head Town** a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Culinary Well Project** NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

THEN this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

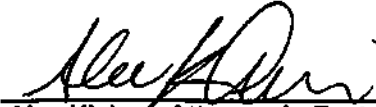
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and their BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

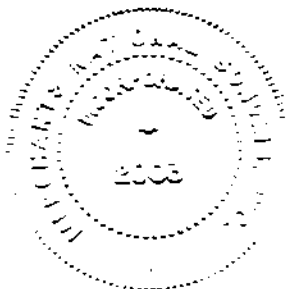
Gardner Brothers Drilling

_____(L.S.)
Principal

Surety Merchants National Bonding, Inc.

By: 
Alec Kleiner, Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (In California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alec Kleiner; Christopher D Morrow; Cynthia Kleiner; Jonathan Bjork; Taylor J Wilestead

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of April, 2024.



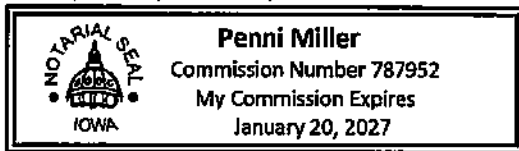
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

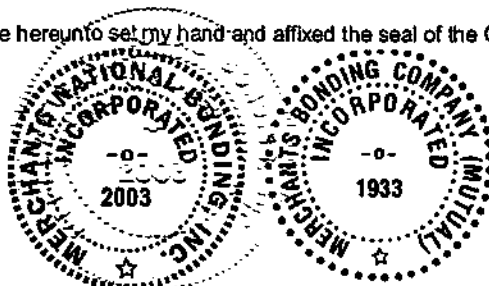
On this 25th day of April, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of May, 2024.



William Warner Jr.
Secretary