



Regular City Council Meeting

Tuesday, October 28, 2025 at 6:00 pm

AGENDA

A regularly scheduled meeting of the Duchesne City Council will be held at the Duchesne City Office Building, 500 East Main, Duchesne, UT at the above date and time. The agenda will be as follows:

- 1. Roll Call, Prayer, Pledge**
- 2. Minutes**
- 3. Bills**
- 4. Business License**
- 5. Planning And Zoning**
- 6. 2025 Duchesne Infrastructure Replacement Project: Sewer and Water Phase B Bids - Chuck Richins, Horrocks**
- 7. Integrated Water Management, LLC - Surplus Water Sale Agreement**
- 8. Kinder Morgan Pipeline Easement Proposal - Heather Ivie, Land Agent**
- 9. Election Updates - Myra Young**
- 10. Duchesne Christmas Festival/Parade**
- 11. Bids for Mowing Attachments - Cole Harris**
- 12. 15-Minute Open Session**

The City of Duchesne welcomes you and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the Council. Your comments will be limited to three (3) minutes. The Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of City Staff for follow-up. Thank you.
- 13. Book Of Complaints, Concerns And Comments**
- 14. Mayor And Council Review Of Old Business**
- 15. Work Meeting: Discussion of City Projects, Budget and Operational Matters, Council Initiatives, and Other Items Properly Brought Before the Council**

Note: "Other Items Properly Brought Before the Council" refers to topics that may arise during the meeting that are related to city business but were not specifically listed on the agenda. These items will be discussed in accordance with Utah's Open and Public Meetings Act and are intended to provide flexibility for timely city matters while keeping the public informed.
- 16. Closed Meeting: Closed meeting of the Duchesne City Council to discuss one or more closed meeting categories based on UCA 52-4-2-4: (1) character, professional competence, physical, mental health of an individual; (2) pending or reasonably**

imminent litigation; (3) purchase, exchange, or lease of real property; (4) sale of real property; (5) deployment of security personnel, devices or systems; (6) investigative proceedings regarding allegations of criminal misconduct.

17. Adjournment

Attest:

Myra Young, Recorder: *Myra Young*

Contact: Myra Young (myoung@duchesnecity.com 435-738-2464) | Agenda published on 10/27/2025 at 5:16 PM



Regular City Council Meeting

Minutes

Tuesday, October 14, 2025 at 6:00 pm

AGENDA

A regularly scheduled meeting of the Duchesne City Council will be held at the Duchesne City Office Building, 500 East Main, Duchesne, UT at the above date and time. The agenda will be as follows:

1. Roll Call, Prayer, Pledge

Minutes:

Mayor Rowley conducted the meeting. City Recorder, Myra Young took minutes. City Council Members present were, Bryce Hamilton, Matt Skewes, Jenny Adams, Cody Ivie, and Jason Baker. Mayor Rowley offered the prayer. Mayor Rowley led the Pledge of Allegiance.

Duchesne City Employee Attendees: Jessica North, Cole Harris, Dawn Ayers, Keith Ayers, Aubrey Harris, Cana Ivie

Public Attendees: Janice Shipman, Dea Skewes, Deborah Herron

2. Minutes

Minutes:

The City Council reviewed the minutes.

MOTION by Council Member Adams seconded by Council Member Hamilton to approve the minutes from Regular City Council Meeting 9/23/2025 and Special City Council Meeting 10/07/2025.

- Council Member Hamilton – Aye
- Council Member Skewes - Aye
- Council Member Adams - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

3. Bills

Minutes:

The City Council reviewed the bills.

MOTION by Council Member Hamilton, seconded by Council Member Skewes to pay the bills.

- Council Member Hamilton - Aye
- Council Member Skewes - Aye
- Council Member Adams - Aye

- Council Member Ivie – Abstained (as he will be receiving a check)
- Council Member Baker - Aye

Motion carried by unanimous vote.

4. Charges and Credits

Minutes:

The City Council reviewed the Charges and Credits

5. Business License

Minutes:

There were no business licenses to report to the City Council.

6. Planning And Zoning

Minutes:

Nothing to report.

7. Rainbow Bridge Pet Memorial - Janice Shipman

Minutes:

Janice Shipman presented her idea for a Rainbow Bridge Pet Memorial. She shared that she was inspired by a story of flooding in North Carolina where many pets lost their lives. She explained that the concept allows pet owners to place their pet's collar on a symbolic bridge as a remembrance until they are reunited. Janice proposed locating the bridge on city property, such as the cemetery, a park, the fairgrounds, or another suitable area. She and Kristy would handle the fundraising and seek donations from local builders. The project would include a large informational sign featuring the Rainbow Bridge Poem and a plaque with instructions for placing pet collars. Janice mentioned there could be some misunderstanding about the meaning of the rainbow symbol and expressed concern about possible vandalism. She noted that a future dog park would be an ideal location. Council Member Baker raised concerns about ongoing maintenance if Janice were to move away, as well as the potential for vandalism. He referenced a prior incident in which a community art project, a painted rock snake had been vandalized.

Council Member Hamilton also expressed concern about the longevity of the project and suggested incorporating the memorial into the Riverwalk area. Council Member Adams recommended raising awareness and educating residents about the meaning of the memorial. Janice agreed, explaining she would begin by placing her own pets' collars on the bridge. Council Member Ivie expressed concern that the collars could be stolen or damaged. He also suggested that the project could begin with a simple plaque, with painting or additional decorations added later once the community better understands the concept.

Mayor Rowley cautioned that placing memorials on public property can be complicated, citing a past instance when a monument had to be relocated from city to private property. Janice stated she would consider using her own property if city placement was not possible.

Council Member Ivie expressed concern that the collars could be stolen or damaged. He also suggested that the project could begin with a simple plaque, with painting or additional decorations added later once the community better understands the concept.

Mayor Rowley cautioned that placing memorials on public property can be complicated, citing a past instance when a monument had to be relocated from city to private property. Janice stated she would consider using her own property if city placement was not possible.

Council Member Ivie added that the Council had previously declined a request to place

oilfield equipment at the cemetery.

Mayor Rowley thanked Janice for her presentation and stated the Council would take the proposal into consideration.

8. PUBLIC HEARING - RAP TAX CURRENT STANDING

Minutes:

Mayor Rowley read the RAP Tax statement and provided an accounting of funds spent from 2013–2025 as follows:

- 2013 – Wallace Park Improvements \$2,754.53; Ballfields \$1,125.00; Veterans Memorial \$33,864.25
- 2014 – Veterans Memorial \$9,240.00; Ballfields \$8,731.41
- 2015 – Ballfields \$30,000.00; Arts Council \$4,000.00
- 2016 – Ballfields \$19,651.08; Pope Museum \$6,600.00; Ball Field Groomer \$14,000.00
- 2017 – Utah Jazz/Bees Program \$4,929.00; Pope House \$1,500.00; Arts \$14,761.70
- 2025 – Christmas Decorations \$14,753.65; Picnic Tables \$22,791.58

Mayor Rowley opened the Public Hearing at 6:21 p.m. to receive comments regarding the RAP Tax.

Public Comment:

- Dea Skewes stated her support for continuing the RAP Tax, noting that it has benefited the community and helped with projects such as the Pope House.
- Deborah Herron also spoke in favor of reauthorizing the RAP Tax, emphasizing its importance in supporting the Duchesne Arts Council.

Mayor Rowley closed the Public Hearing at 6:22 p.m. He noted the RAP Tax renewal will appear on the upcoming ballot, allowing voters to decide. He encouraged residents to help spread accurate information about the tax.

The City Council discussed posting information on Facebook to clarify that the RAP Tax is not a property tax and is only one-tenth of one percent. It is collected on applicable sales within the city, not on groceries, prescriptions, or fuel and applies to anyone making purchases in Duchesne.

9. Integrated Water Management, LLC - Surplus Water Sale Agreement

Minutes:

Keith Ayers, representing Integrated Water Management (IWM), addressed the Council regarding the proposed water contract.

Mayor Rowley explained that IWM has a wash plant located on the hill below the landfill and is in need of additional water. The proposed contract specifies a flow rate of 400 gallons per minute, which equates to approximately 13,000 barrels per day.

Keith stated that at a rate of \$2 per barrel, the total cost would be approximately \$3,000 per day, or \$90,000 per month. He noted that this would be a temporary, one-year contract, renewable annually.

Council Member Ivie expressed concern about the contract language not setting a maximum limit on the amount of water to be sold. He stated that while it references 400 gallons per minute, it does not specify a maximum capacity, which could create problems entering into future water contracts. Mayor Rowley agreed that an upper limit

should be established.

Council Member Hamilton questioned the potential issue of running out of available water for other uses.

Council Member Ivie explained that under the current draft, the City would be obligated to guarantee IWM 400 gallons per minute, preventing additional contracts.

Keith pointed out that the contract does include a clause allowing the City to reclaim the water rights with a 120-day notice if the water is needed for other purposes.

Council Member Ivie stated his concern that the 120-day notice period may be too long.

After discussion, the Council and Keith agreed to include a clause specifying that IWM will not exceed 600 gallons per minute, which equals approximately 22,000 barrels per day. Council Member Ivie calculated that 400 gallons per minute equals 576,000 gallons per day (13,714 barrels) and confirmed with Keith that this amount would not be exceeded. Mayor Rowley confirmed that if the revisions are made as discussed, the contract could be finalized promptly.

Council Member Hamilton stated that the revised version must be brought back before the Council for approval, as the corrected contract must be reviewed by the public before a vote is taken. He proposed that Section 7 of the agreement should read as follows: "During the term of this agreement, and pursuant to the terms thereof, IWM shall divert water from Duchesne City as needed for washing frac sand."

The Council agreed to place the revised contract on the October 28th meeting agenda for further review and possible approval.

10. Duchesne City Office Front Door Fix

Minutes:

Myra Young asked if there had been any progress on repairing the front door. The Council discussed that the existing hardware is not compatible with the door. Council Member Baker suggested having Roland Hamilton inspect the hardware to determine what is needed for proper repair.

11. 15-Minute Open Session

Minutes:

- Public Comment – Deborah Herron

Deborah Herron, representing both the Duchesne Arts Council and Duchesne County, presented a summary of the Art Exhibit for the Council's review. She shared information on the economic impact and community reach of the event. The exhibit welcomed over 400 visitors, featured 16 individual exhibit events and demonstrations, and attracted attendees from 12 states and 22 Utah cities. Artistic highlights included several sculptures being placed or purchased, including The Flame, which is now located outside the Duchesne City Office building. The rental for The Flame has been paid for two years, and the Duchesne Arts Council hopes to raise funds to make it a permanent installation. Deborah also reported that partnerships were formed with Uintah Basin Technical College, which plans to display two additional sculptures in its art exhibit space. Community engagement included visits from five elementary school classes, as well as attendance by civic leaders including members of the City Council, Senator Ron Winterton, and Representative Christine Watkins, who sponsored the bill designating honeycomb calcite as the Utah state stone. She noted that discussions are underway

about hosting a future art symposium at the Duchesne Events Center, where artists would create pieces throughout the week and the public could observe the creative process. Deborah stated that the exhibit was a great success and mentioned efforts to have some pieces displayed at the Utah State Capitol Building. The Council commented that the exhibit was beautiful and very well done.

- Public Comment – Cole Harris

Cole Harris, with Duchesne City Public Works, provided an update on his progress gathering bids for mower equipment. Cole reported that he has received bids from Holland Equipment in Salt Lake City and is also seeking bids from vendors in Roosevelt, in an effort to keep business within the county. He stated that he is still gathering information and hopes to have all bids ready for presentation at the next City Council meeting. Council Member Hamilton asked what approach he was leaning toward. Cole explained that he does not favor purchasing or leasing a tractor, as the City already has equipment capable of operating mower attachments. He noted that a new tractor would cost approximately \$200,000. Cole shared information he received from a salesman at Big B regarding a state contract lease program used by the county and other entities in the Basin. Under that program, a tractor can be leased for about \$5,100 per year for six months or 250 hours of use, and the mower attachment would cost around \$30,000. A new tractor would be issued each spring. The lease includes strict conditions requiring the City to cover any damages, such as replacing parts for minor scratches. Cole stated he does not recommend the lease program, as the tractor would have limited use beyond mowing, and the City is already leasing a skid steer that could perform the same function with the appropriate implements. He believes it would be more cost-effective to purchase mower attachments compatible with the existing skid steer rather than entering into another lease agreement. Cole will continue gathering bids and plans to present final recommendations at the next City Council meeting.

- Public Comment – Janice Shipman

Janice Shipman addressed the Council expressing concern about ongoing animal control issues within the city. She stated that there are frequent social media posts about stray and aggressive dogs and that she has personally experienced long response times after calling dispatch. Janice suggested adding a public-access outdoor kennel near the existing animal control facility so residents could safely secure found dogs when officers are unavailable. Mayor Rowley clarified that the dispatch number for animal control is 435-738-2424 and explained that Duchesne City contracts with the Duchesne County Sheriff's Department for animal control services. He noted that such a kennel addition would require county approval. Council Member Ivie expressed concern about potential liability issues related to public access to kennels. Mayor Rowley stated that one of the biggest challenges is residents posting about animal issues on social media rather than calling dispatch. Janice stated she would continue to call dispatch despite her prior experience. Council Member Baker added to the discussion, stating that the previous evening a resident reported two dogs running loose in town. He noted this was the third or fourth incident involving the same dogs. He advised the resident to contact the Sheriff's Department (dispatch) and ensure a report was filed, as the city ordinance allows one warning, followed by three subsequent violations before an animal is subject to impoundment. Proper documentation is necessary for enforcement. Council Member Baker reported that a deputy arrived approximately thirty minutes later. Although the animal control deputy

was off duty, another deputy responded, took custody of the dogs, and transported them to the shelter. He further noted that Duchesne City has funds allocated for additional services through the Duchesne County Sheriff's Office but has not recently renegotiated that agreement. He mentioned there is an individual in town willing to serve as a part-time or full-time animal control officer. Mayor Rowley agreed that the city is at a point where at least a part-time position may be necessary. The Council discussed the need to establish job duties, coordinate with the Sheriff's Office, and resolve logistical questions before advertising the position. It was also mentioned that the city may need to consider a temporary holding area if the county shelter is at capacity.

- Public Comment – Cana Ivie

Cana Ivie reported on behalf of Robin Calkins and the Duchesne Christmas Festival Committee. She requested to be placed on the October 28th City Council agenda for further discussion. Cana explained that the committee has encountered some difficulties as preparations are underway for this year's Christmas Festival. She stated that John Crowley advised they must obtain a state permit for the parade and that an official city letter is required to sponsor the event. The letter would allow the group to avoid paying approximately \$1,100 in permit fees, plus an additional \$300 in related costs. The letter must be submitted within a month. Cana requested assistance from the Mayor or Council in drafting and signing the letter. Mayor Rowley stated he would be willing to sign the letter. Once the box is checked on the state permit application indicating the parade is city-sponsored, the fees will be waived. There was further discussion regarding event insurance. Cana clarified that the letter is only for authorization to shut down Main Street for the parade. Council Member Ivie asked if the Sheriff's Department now requires state approval before agreeing to close the road. Cana explained that John Crowley confirmed he is willing to handle the road closure as long as the state permit and city letter are in place. City Recorder Myra Young stated that the Utah Local Government Trust will not cover the parade under the city's policy and that a one-day event insurance would be required. When previously discussed with Nate Zilles, the cost was estimated at \$400-\$500 for a one-day policy. Cana reported that Robin Calkins does not have the funds to cover this cost, noting that she has personally organized and raised funds for the past eight years. Cana explained that TJ Wilkinson, who works for the City of Spanish Fork, has volunteered to assist this year due to Robin's declining health. The group is not an official committee but rather a few residents working together to continue the event for the community and local children. Council Member Baker asked how much additional funding would be needed beyond the insurance cost. Cana stated she was unsure of the overall budget as she is not part of the committee's finances. Mayor Rowley clarified that the purpose of the city's letter is to help legitimize fundraising efforts, not to provide direct monetary donations. It was confirmed the only contribution requested from the city is the traditional hot chocolate and donuts, which the city has provided in previous years and plans to continue to donate. Cana noted that if the parade cannot move forward, she needs to notify Robin immediately, as volunteer coordination is currently underway. Council Member Hamilton asked if the city would need to purchase the event insurance. Mayor Rowley said that would depend on further discussion with the Utah Local Government Trust. Council Member Baker expressed confidence that he could help raise the necessary funds to cover the insurance if needed. Cana also requested a second letter for Lowe's and other donations, which Robin has obtained annually for the past eight years. The

letter verifies her collection of donations for the Christmas Festival and authorizes her to obtain wood materials from Lowe's for the wooden Christmas trees used by elementary students for decoration. Cana clarified that although previous letters indicated Robin was working "under the direction of the Beautification Committee," she is not officially part of that committee she only temporarily uses their account to deposit donations before making purchases. Council Member Baker stated that there have been problems in the past related to bookkeeping and accountability with how donations were handled. He emphasized the importance of correcting those issues and ensuring that all future financial matters are done properly and transparently. City Recorder Myra Young agreed and explained that this arrangement presents a bookkeeping issue, as the city has no formal oversight or control over the Beautification Committee, which operates as a separate 501(c)(3) organization. She stated that in past years, the city's letter instructed donors to make checks payable to the Duchesne Beautification Committee, but because the city has no authority over those funds, it should not be involved in the process. After consulting with Nate Zilles, it was advised that the city should not issue donation letters on city letterhead for that purpose. Mayor Rowley agreed, stating that the city should not provide such letters moving forward. It was determined that any future fundraising or verification letters should come directly from the Beautification Committee, using their own letterhead, since they are the entity receiving and managing those funds. It was agreed that issuing the state permit letter for John Crowley to authorize the Main Street closure is most likely okay. Regarding event insurance, the Council discussed that if the cost is within a reasonable amount, the city may cover it to ensure the parade continues.

- Public Comment - Dea Skewes

Dea Skewes expressed support for continuing the light parade, stating it is a long-standing and well-loved community event that brings joy to residents. City Recorder Myra Young reiterated that the city wants the event to continue but must handle it properly to remain compliant. Council Member Baker agreed, emphasizing the importance of following proper procedures and maintaining accurate financial records. He also reaffirmed his belief that funds can be raised to cover the insurance cost. Council Member Ivie clarified that any fundraising letters should come from the Beautification Committee, not the city, to ensure transparency and accountability regarding donations.

12. Book Of Complaints, Concerns And Comments

Minutes:

There was a thank you card from the Duchesne Arts Council to the City Council & Mayor. Myra Young, City Recorder read it aloud. Thank you for supporting the September sculpture exhibit. We had over 430 who signed the guestbook. You may be interested to know that several sculptures have remained on exhibit in Duchesne County with plans for a permanent installment at the state capital.

13. Mayor And Council Review Of Old Business

Minutes:

- Council Member Baker – Requested an update on the pig issue. Mayor Rowley stated that, as far as he knows, the pig has gone to slaughter, but he has not

received verification. He spoke with Steve last week, who reported that he has not seen the pig for some time but did complain about a dog barking during the night. Mayor Rowley advised him to contact dispatch to report the barking. Mayor Rowley added that if more residents would report ongoing barking incidents to dispatch, it would allow the necessary documentation to be created so that the city can follow through based on the established history of complaints.

- Council Member Hamilton – Reported on the Airport Overlay Zone Committee. He spoke with Susan Hamilton, who agreed to serve on the committee. Council Members Hamilton and Cody Ivie will also participate. Council Member Ivie suggested that a member from the Planning and Zoning Commission should also be involved in reviewing the Airport Overlay. It was noted that when the overlay was originally passed, it was with the understanding that it would be reviewed again before the end of the year to provide additional clarity. Deborah Herron recommended Duncan Kading for the committee, citing his experience. Council Member Ivie asked whether the meeting needed to be open to the public, and it was determined that a public notice should be issued. The committee meeting was scheduled for November 3rd at 6:00 p.m.
- Council Member Ivie – Requested an update on the Old Farm Road project. Mayor Rowley reported that he was unsure whether the blacktop was completed today, but the work should be finished today or tomorrow. He noted that Aaron Rowley's water service had been shut off to allow for the installation of the line to Doug Reid's connection, which was being completed at the contractor's expense. The paving has reached the Stake Center, but crews have not yet returned to finish. Council Member Ivie asked for confirmation that all lots now have utility hookups. Mayor Rowley confirmed they do. There was discussion brought up on the issue of tree removal, noting it needs to be completed before paving. Mayor Rowley explained that Burdick Paving has faced delays due to asphalt supply shortages. Cole Harris confirmed that crews made it to the end of the road and had to shut off Aaron Rowley's water because, within a 30-foot stretch, there were two water lines, two power lines, fiber, and a fire hydrant. To safely install a trench box, the water needed to be shut off so those services could be moved. Cole asked how far the road would be paved. Mayor Rowley responded that the entire road will be roto-milled and then paved as far as the budget allows. He added that Brotherson's has encountered numerous unexpected issues, some city-related and some not which has limited how far the funding will stretch.

14. Work Meeting: Discussion of City Projects, Budget and Operational Matters, Council Initiatives, and Other Items Properly Brought Before the Council

Minutes:

There was no work meeting held.

- 15. Closed Meeting: Closed meeting of the Duchesne City Council to discuss one or more closed meeting categories based on UCA 52-4-204: (1) character, professional competence, physical, mental health of an individual; (2) pending or reasonably imminent litigation; (3) purchase, exchange, or lease of real property; (4) sale of real property; (5) deployment of security personnel, devices or systems; (6) investigative**

proceedings regarding allegations of criminal misconduct.

Minutes:

There was no closed meeting held.

16. Adjournment

Minutes:

MOTION by Council Member Ivie seconded by Council Member Hamilton to adjourn the regular City Council meeting at 7:12 pm.

- Council Member Hamilton– Aye
- Council Member Skewes– Aye
- Council Member Adams– Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

Attest:

Myra Young, Recorder: _____

Contact: Myra Young (myoung@duchesnecity.com 435-738-2464)

**Duchesne City
Open Invoice Listing**

10/23/2025

<u>Vendor Id</u>	<u>Vendor Name</u>	<u>Invoice No.</u>	<u>PO#</u>	<u>Invoice Date</u>	<u>Due Date</u>	<u>Amount</u>
4516095	Allred's Amazing Maids	93298		9/11/2025	9/11/2025	\$106.00
4516095	Allred's Amazing Maids	93477		9/25/2025	9/25/2025	\$106.00
	Vendor Total:					\$212.00
4516148	Basin Code Consultants, LLC	2516		10/14/2025	10/14/2025	\$198.89
4516148	Basin Code Consultants, LLC	2517		10/16/2025	10/16/2025	\$198.89
	Vendor Total:					\$397.78
150	Central Utah Water Conservancy Dist	411		3/31/2025	3/31/2025	\$24,118.59
0	Costco Wholesale Membership	10172025		10/17/2025	10/17/2025	\$62.64
4517491	Crus Oil	0212306		10/10/2025	10/10/2025	\$580.28
4517291	DHHS-Unified State Laboratories	26L0000344		10/6/2025	10/6/2025	\$109.03
4515799	G.T. Enterprises	001324		7/21/2025	7/21/2025	\$682.00
4514552	Hamilton, Cole	09032025		9/26/2025	9/26/2025	\$72.43
4517535	Hanberg Civic Services	00010		9/20/2025	9/20/2025	\$1,795.00
3123000	High Desert Garden, Mike Price	1419		10/3/2025	10/3/2025	\$9.45
3118500	Horrocks Engineers LLC	91444		12/27/2024	12/27/2024	\$3,956.50
3118500	Horrocks Engineers LLC	92278		1/24/2025	1/24/2025	\$4,246.00
3118500	Horrocks Engineers LLC	92919		2/21/2025	2/21/2025	\$13,729.50
3118500	Horrocks Engineers LLC	93724		3/28/2025	3/28/2025	\$6,537.00
3118500	Horrocks Engineers LLC	98728		9/26/2025	9/26/2025	\$23,637.22
	Vendor Total:					\$52,106.22
4517421	Jessen Electric, Inc.	43520		10/13/2025	10/13/2025	\$130.00
420	L.N. Curtis & Sons	IVN998803		10/13/2025	10/13/2025	\$1,535.22
4517007	Les Olson Company	EA1605287		10/16/2025	10/16/2025	\$122.05
B025	Moon Lake Electric	10202025		10/20/2025	10/20/2025	\$44.46
4515781	Multiforce Systems Corp.	925416		10/20/2025	10/20/2025	\$3,793.00
4516178	Peerless Printing	22142		9/26/2025	9/26/2025	\$188.00
4517656	PEHP Group Insurance	0124176317		10/20/2025	10/20/2025	\$136.38
4516380	Shred-It USA/ Stericycle	8012192568		9/30/2025	9/30/2025	\$93.73
4516135	Spectra LLC	002608		10/11/2025	10/11/2025	\$1,084.00
4517172	Summarell, Shaylece	011		10/21/2025	10/21/2025	\$650.00
4517675	Sundance Power Pole Inspections	101		10/14/2025	10/14/2025	\$311.50
0	Sunrise Engineering, Inc.	ARIV1006880		10/8/2025	10/8/2025	\$548.75
340	The Ink Spot, Inc.	062025		6/20/2025	6/20/2025	\$204.96
0	TriCounty Health Department	2026-PSINV-0009		10/17/2025	10/17/2025	\$40.00
	Utah Dept of Workforce Services	PR093025-7525		10/1/2025	10/1/2025	\$14.67
	Utah Dept of Workforce Services	PR101025-7525		10/14/2025	10/14/2025	\$23.63
	Vendor Total:					\$38.30
0	Utah Jazz	JJ649		5/15/2025	5/15/2025	\$957.00
	Utah State Tax Commission	PR093025-7524		10/1/2025	10/1/2025	\$25.00
	Utah State Tax Commission	PR101025-7524		10/14/2025	10/14/2025	\$823.18
	Vendor Total:					\$848.18
767	Utah Valley University	A29979		10/21/2025	10/21/2025	\$300.00
171	Washington National Ins Co	P2584247		10/15/2025	10/15/2025	(\$0.04)
171	Washington National Ins Co	PR092625-7452		9/29/2025	9/29/2025	\$684.02
171	Washington National Ins Co	PR093025-7452		10/1/2025	10/1/2025	\$134.98
171	Washington National Ins Co	PR101025-7452		10/14/2025	10/14/2025	\$684.02
	Vendor Total:					\$1,502.98
	Report Total:					\$92,673.93

October 28th, 2025

Mayor Rodney Rowley and City Council
Duchesne City Corporation
500 E. Main Street
P.O. Box 974
Duchesne, UT 84021

Subject: Duchesne City – 2025 Infrastructure Replacement: Sewer & Water – Phase B

Dear Mayor and Council:

Bids were received for the subject advertised project on October 16 at 3:00 P.M. at the Duchesne City Office. A tabulation of the six (6) bids received is attached with this letter. The lowest responsive bidder remained Silver Spur Construction, LLC. at a total bid amount of \$2,804,800.00. I have reviewed the references and the State contractor licensing for the low bidder and find them to be acceptable.

I recommend the Council authorize Award of the subject contract to Silver Spur Construction, LLC., at a total bid amount of \$2,804,800.00.

The Engineer's Estimate was \$3,686,824.00.

The average of the bids for this project was \$3,415,401.62.

Thank you for allowing Horrocks to assist Duchesne City with this project. Please notify me when to issue the Notice of Award and I will schedule the pre-construction conference with Duchesne City, Contractor and Engineer. If you have any questions, please call me at (435) 503-2042 or (435) 654-2226.

Sincerely,

HORROCKS.



Chuck Richins, P.E.

Attachment(s): Bid Tabulation

Bid Tab
Horrocks.

Project Manager: Chuck Richins
Project Engineer: Chuck Richins

Bid Opening: Duchesne City Offices
Date: October 16, 2025
Time: 3:00 PM

Construction Cost Index: 9035

For:

Duchessne City 2025 Infrastructure Replacement: Sewer & Water - Silver Spur Construction, LLC
Johansen Construction Inc.
Phase B



Horrocks.

Contractors	Bid
Terry Brotherson Excavating, Inc.	\$4,365,000
KW Robinson Construction, Inc.	\$3,678,000
MC Contractors, Inc.	\$3,159,000
Proghorn Construction Inc	\$3,516,000
Silver Spur Construction, LLC	\$2,804,000
Johansen Construction Inc.	\$2,967,000

Low Bid	\$2,804,800.00
Engineer's Estimate	\$3,686,824.00
Percent Difference	-31.45%

Average Bid	\$3,415,401.62
Engineer's Estimate	\$3,686,824.00
Percent Difference	-7.95%

\$2,804,800.00
\$3,686,824.00
-31.45%

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Estimate			1			2			3			4			5			6			Average
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT		
1	Mobilization	1	LS	\$ 195,400.00	\$ 195,400.00	\$ 212,754.77	\$ 212,754.77	\$ 162,252.10	\$ 162,252.10	\$ 178,835.66	\$ 178,835.66	\$ 175,000.00	\$ 175,000.00	\$ 115,000.00	\$ 115,000.00	\$ 295,000.00	\$ 295,000.00	\$ 184,473.75	\$ 184,473.75						
2	Portable Existing Utilities	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 40,000.00	\$ 40,000.00	\$ 27,142.81	\$ 27,142.81	\$ 5,899.72	\$ 5,899.72	\$ 38,000.00	\$ 38,000.00	\$ 15,000.00	\$ 15,000.00	\$ 280,000.00	\$ 280,000.00	\$ 214,497.00	\$ 214,497.00						
3	Sewer Bypass Pumping	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 79,000.00	\$ 79,000.00	\$ 21,892.42	\$ 21,892.42	\$ 62,899.09	\$ 62,899.09	\$ 24,839.21	\$ 24,839.21	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 70,211.40	\$ 70,211.40						
4	Removal and Bypass of Existing Manhole	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00						
5	Removal of Existing Manhole	20	EA	\$ 2,500.00	\$ 50,000.00	\$ 5,300.00	\$ 106,000.00	\$ 1,107.00	\$ 22,140.00	\$ 96.04	\$ 1,920.74	\$ 232.01	\$ 4,640.00	\$ 4,640.00	\$ 100.00	\$ 2,000.00	\$ 215.00	\$ 1,933.36	\$ 78,134.45						
6	Remove Tree (2-inch Caliber)	1	EA	\$ 326.00	\$ 326.00	\$ 4,132.00	\$ 4,132.00	\$ 616.62	\$ 616.62	\$ 1,220.91	\$ 1,220.91	\$ 13,558.67	\$ 13,558.67	\$ 4,800.00	\$ 4,800.00	\$ 107.50	\$ 4,320.00	\$ 3,624.00	\$ 3,624.00						
7	Remove Tree (24-inch Caliber)	4	EA	\$ 1,126.00	\$ 4,504.00	\$ 18,000.00	\$ 72,000.00	\$ 2,845.76	\$ 11,383.04	\$ 880.77	\$ 3,531.09	\$ 2,800.00	\$ 11,600.00	\$ 4,800.00	\$ 4,800.00	\$ 268.75	\$ 1,075.00	\$ 1,038.05	\$ 1,038.05						
8	Abandon Existing Manhole	6	EA	\$ 1,000.00	\$ 6,000.00	\$ 40,320.00	\$ 241,920.00	\$ 1,340.55	\$ 8,047.30	\$ 14,039.34	\$ 167,167.78	\$ 13,800.00	\$ 13,800.00	\$ 19,900.00	\$ 19,900.00	\$ 600.00	\$ 7,020.00	\$ 19,212.41	\$ 19,212.41						
9	8-inch SDR 35 PVC Pipe	10,000	LF	\$ 87.00	\$ 870.00	\$ 107.30	\$ 1,073,000.00	\$ 94.30	\$ 943,000.00	\$ 69.81	\$ 698,129.20	\$ 755.00	\$ 7,550,000.00	\$ 63.00	\$ 630,000.00	\$ 67.28	\$ 672,800.00	\$ 77.28	\$ 772,800.00						
10	10-inch SDR 35 PVC Pipe	2,700	LF	\$ 86.00	\$ 234,600.00	\$ 115.48	\$ 311,796.00	\$ 69.58	\$ 186,866.00	\$ 70.97	\$ 191,610.19	\$ 83.00	\$ 224,100.00	\$ 65.00	\$ 175,500.00	\$ 74.72	\$ 201,744.00	\$ 84.79	\$ 229,936.00						
11	8-inch C-900 18-PVC Pipe	4,500	LF	\$ 84.20	\$ 378,900.00	\$ 67.05	\$ 301,725.00	\$ 68.49	\$ 308,265.00	\$ 59.38	\$ 265,794.21	\$ 61.00	\$ 274,500.00	\$ 60.00	\$ 270,000.00	\$ 46.67	\$ 210,015.00	\$ 59.92	\$ 269,691.55						
12	48-inch Sewer Drop Manhole	50	EA	\$ 8,000.00	\$ 400,000.00	\$ 9,550.00	\$ 477,500.00	\$ 11,878.58	\$ 593,929.00	\$ 7,222.90	\$ 361,149.13	\$ 7,000.00	\$ 340,000.00	\$ 7,000.00	\$ 350,000.00	\$ 5,104.18	\$ 255,200.00	\$ 7,308.77	\$ 365,438.44						
13	48-inch Sewer Drop Manhole	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 13,630.32	\$ 13,630.32	\$ 11,678.86	\$ 11,678.86	\$ 6,732.87	\$ 6,732.87	\$ 7,650.00	\$ 7,650.00	\$ 8,500.00	\$ 8,500.00	\$ 7,650.00	\$ 7,650.00	\$ 9,510.85	\$ 9,510.85						
14	48-inch Sewer Drop Manhole on Existing Line	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 11,846.00	\$ 11,846.00	\$ 15,170.14	\$ 15,170.14	\$ 14,438.99	\$ 14,438.99	\$ 9,000.00	\$ 9,000.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00						
15	48-inch Sewer Drop Manhole on Existing Line	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 16,250.00	\$ 16,250.00	\$ 12,350.00	\$ 12,350.00	\$ 11,658.36	\$ 11,658.36	\$ 12,500.00	\$ 12,500.00	\$ 11,700.00	\$ 11,700.00	\$ 8,875.00	\$ 8,875.00	\$ 11,658.36	\$ 11,658.36						
16	10-inch C-900 18-PVC Pipe on Existing Line	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 3,600.00	\$ 7,200.00	\$ 2,271.81	\$ 4,543.62	\$ 2,271.81	\$ 4,543.62	\$ 2,271.81	\$ 4,543.62	\$ 2,271.81	\$ 4,543.62	\$ 2,271.81	\$ 4,543.62	\$ 2,271.81	\$ 4,543.62						
17	10-inch C-900 18-PVC Pipe on Existing Line	6	EA	\$ 9,000.00	\$ 54,000.00	\$ 10,800.00	\$ 64,800.00	\$ 4,178.26	\$ 25,069.56	\$ 940.20	\$ 5,641.20	\$ 4,000.00	\$ 24,000.00	\$ 2,600.00	\$ 15,600.00	\$ 2,675.00	\$ 15,450.00	\$ 9,984.75	\$ 59,725.51						
18	Combination A-Release Station	1	EA	\$ 9,000.00	\$ 9,000.00	\$ 11,601.20	\$ 11,601.20	\$ 10,944.72	\$ 10,944.72	\$ 6,750.65	\$ 6,750.65	\$ 10,000.00	\$ 10,000.00	\$ 6,750.00	\$ 6,750.00	\$ 6,749.63	\$ 6,749.63	\$ 9,627.00	\$ 9,627.00						
19	Reconnect Existing A-Release Station on Existing Line	1	EA	\$ 9,700.00	\$ 9,700.00	\$ 12,607.60	\$ 12,607.60	\$ 12,832.15	\$ 12,832.15	\$ 8,055.66	\$ 8,055.66	\$ 11,750.00	\$ 11,750.00	\$ 11,500.00	\$ 11,500.00	\$ 7,740.22	\$ 7,740.22	\$ 10,139.11	\$ 10,139.11						
20	Reconnect Existing A-Release Station on Existing Line	1	EA	\$ 45,000.00	\$ 45,000.00	\$ 74,461.04	\$ 74,461.04	\$ 71,442.72	\$ 71,442.72	\$ 40,912.20	\$ 40,912.20	\$ 55,000.00	\$ 55,000.00	\$ 59,600.00	\$ 59,600.00	\$ 36,307.46	\$ 36,307.46	\$ 58,789.24	\$ 58,789.24						
21	Existing 4-inch Sewer Lateral Connection	14	EA	\$ 2,700.00	\$ 37,800.00	\$ 3,109.91	\$ 43,538.74	\$ 3,528.88	\$ 49,403.52	\$ 2,751.56	\$ 38,521.77	\$ 3,150.00	\$ 44,100.00	\$ 2,100.00	\$ 29,400.00	\$ 3,747.56	\$ 52,465.64	\$ 3,720.48	\$ 52,178.78						
22	Existing 4-inch Sewer Lateral Connection to New 8-inch Line	50	EA	\$ 1,500.00	\$ 75,000.00	\$ 2,572.09	\$ 128,604.50	\$ 2,095.15	\$ 104,757.50	\$ 2,293.81	\$ 113,489.49	\$ 1,950.00	\$ 62,500.00	\$ 2,500.00	\$ 125,000.00	\$ 1,901.58	\$ 84,066.50	\$ 2,041.36	\$ 103,076.17						
23	Existing 4-inch Sewer Lateral Connection to New 8-inch Line	6	EA	\$ 1,800.00	\$ 10,800.00	\$ 2,818.86	\$ 16,913.16	\$ 2,857.87	\$ 17,147.22	\$ 2,061.27	\$ 12,367.64	\$ 1,650.00	\$ 9,900.00	\$ 2,600.00	\$ 15,600.00	\$ 1,903.44	\$ 11,407.64	\$ 2,351.41	\$ 13,958.44						
24	Wif Client	1	EA	\$ 2,650.00	\$ 2,650.00	\$ 7,269.64	\$ 7,269.64	\$ 3,350.33	\$ 3,350.33	\$ 3,834.93	\$ 3,834.93	\$ 3,500.00	\$ 3,500.00	\$ 2,400.00	\$ 2,400.00	\$ 3,704.84	\$ 3,704.84	\$ 3,740.26	\$ 3,740.26						
25	Install Sewer Cleanout	2	EA	\$ 1,400.00	\$ 2,800.00	\$ 1,785.16	\$ 3,570.32	\$ 1,285.32	\$ 2,570.64	\$ 3,859.75	\$ 7,719.50	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,573.16	\$ 3,146.32	\$ 3,079.51	\$ 6,159.02						
26	Install Sewer Cleanout	25	EA	\$ 1,400.00	\$ 35,000.00	\$ 1,785.16	\$ 44,629.00	\$ 1,285.32	\$ 32,133.00	\$ 3,714.64	\$ 92,866.00	\$ 3,000.00	\$ 75,000.00	\$ 3,600.00	\$ 90,000.00	\$ 2,258.64	\$ 56,466.00	\$ 2,321.29	\$ 58,067.25						
27	Install Sewer Cleanout	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 2,202.78	\$ 4,405.56	\$ 2,458.86	\$ 4,917.72	\$ 3,717.91	\$ 7,435.82	\$ 2,500.00	\$ 5,000.00	\$ 3,500.00	\$ 7,000.00	\$ 1,933.80	\$ 3,867.60	\$ 3,867.60	\$ 3,867.60						
28	10-inch Sewer Valve	2	EA	\$ 5,100.00	\$ 10,200.00	\$ 7,641.88	\$ 15,283.76	\$ 5,244.00	\$ 10,488.00	\$ 4,159.87	\$ 8,319.74	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00	\$ 2,467.91	\$ 4,935.82	\$ 4,935.82	\$ 4,935.82						
29	10-inch Sewer Valve	30	EA	\$ 3,800.00	\$ 114,000.00	\$ 6,307.00	\$ 189,210.00	\$ 3,868.77	\$ 116,063.10	\$ 13,811.96	\$ 414,358.80	\$ 4,500.00	\$ 13,500.00	\$ 4,500.00	\$ 13,500.00	\$ 4,407.91	\$ 132,237.30	\$ 4,407.91	\$ 132,237.30						
30	New Line Hydrant	12	EA	\$ 1,900.00	\$ 22,800.00	\$ 18,947.69	\$ 227,372.24	\$ 13,200.33	\$ 158,403.96	\$ 9,242.31	\$ 110,907.96	\$ 10,000.00	\$ 120,000.00	\$ 10,500.00	\$ 126,000.00	\$ 8,658.98	\$ 103,907.76	\$ 8,658.98	\$ 103,907.76						
31	Remove and Replace Fire Hydrant	7	EA	\$ 11,700.00	\$ 81,900.00	\$ 10,102.04	\$ 70,714.28	\$ 14,210.42	\$ 100,000.00	\$ 4,000.00	\$ 28,000.00	\$ 4,410.00	\$ 15,427.00	\$ 10,400.00	\$ 37,360.00	\$ 8,352.73	\$ 59,167.80	\$ 8,352.73	\$ 59,167.80						
32	Plug and Replace Fire Hydrant	9	EA	\$ 900.00	\$ 8,100.00	\$ 1,688.00	\$ 15,192.00	\$ 1,115.45	\$ 10,039.05	\$ 511.25	\$ 4,601.25	\$ 3,620.76	\$ 32,586.32	\$ 1,000.00	\$ 9,000.00	\$ 652.73	\$ 5,874.57	\$ 1,082.25	\$ 9,734.25						
33	Plug and Replace Fire Hydrant	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 3,015.96	\$ 9,047.88	\$ 2,288.20	\$ 6,864.60	\$ 1,189.40	\$ 3,568.20	\$ 1,069.59	\$ 3,208.77	\$ 1,000.00	\$ 3,000.00	\$ 924.33	\$ 2,768.97	\$ 1,424.37	\$ 4,193.34						
34	Cut and Plug Existing Water Pipe	3	EA	\$ 1,400.00	\$ 4,200.00	\$ 3,767.48	\$ 13,302.44	\$ 2,765.92	\$ 8,300.76	\$ 1,850.69	\$ 5,552.07	\$ 1,332.24	\$ 3,992.88	\$ 1,000.00	\$ 3,000.00	\$ 1,440.33	\$ 4,320.99	\$ 1,969.43	\$ 5,920.87						
35	Cut and Plug Existing Water Pipe	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 3,420.92	\$ 4,085.76	\$ 4,753.44	\$ 5,704.08	\$ 1,650.69	\$ 3,301.38	\$ 1,332.24	\$ 2,664.48	\$ 1,000.00	\$ 2,000.00	\$ 1,244.33	\$ 2,488.66	\$ 1,969.43	\$ 5,920.87						
36	Connected to Existing Water Line	1	EA	\$ 3,300.00	\$ 3,300.00	\$ 4,753.44	\$ 4,753.44	\$ 1,651.34	\$ 1,651.34	\$ 544.77	\$ 544.77	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,488.66	\$ 2,488.66	\$ 2,488.66	\$ 2,488.66						
37	1-inch Unvented Base (Water to Iron Thru)	6	EA	\$ 1,100.00	\$ 6,600.00	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00	\$ 2,189.84	\$ 13,139.04	\$ 3,000.00	\$ 18,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,000.00	\$ 18,000.00						
38	1-inch Unvented Base (Water to Iron Thru)	2,400	TON	\$ 11,000.00	\$ 26,400.00	\$ 14,126.00	\$ 33,902.40	\$ 2,779.00	\$ 6,669.60	\$ 31.10	\$ 74,640.00	\$ 33.00	\$ 79,200.00	\$ 14.00	\$ 33,600.00	\$ 37.63	\$ 90,312.00	\$ 36.20	\$ 86,880.00						
39	Install Unvented Base (Water to Iron Thru)	5,300	TON	\$ 44.00	\$ 233,200.00	\$ 26.64	\$ 141,168.00	\$ 27.79	\$ 147,257.00	\$ 23.10	\$ 122,415.00	\$ 33.00	\$ 174,900.00	\$ 26.00	\$ 138,600.00	\$ 27.63	\$ 146,328.00	\$ 27.03	\$ 143,248.00						
40	Miscellaneous Area	2,600	TON	\$ 44.00	\$ 114,400.00	\$ 26.64	\$ 69,264.00	\$ 36.51	\$ 95,926.00	\$ 36.29	\$ 95,926.00	\$ 42.00	\$ 109,200.00	\$ 22.00	\$ 58,400.00	\$ 40.91	\$ 106,360.00	\$ 34.37	\$ 89,373.08						
41	Remove and Replace Existing Sewer	4	SF	\$ 32.00	\$ 128.00	\$ 2,676.00	\$ 10,704.00	\$ 56.67	\$ 226,680.00	\$ 28.01	\$ 1,120.42	\$ 40.00	\$ 1,600.00	\$ 30.00	\$ 1,200.00	\$ 51.88	\$ 2,075.52	\$ 49.41	\$ 1,976.42						
42	Remove and Replace Existing 2-7 High Back-Cut and Culler	10	LF	\$ 73.00	\$ 730.00	\$ 2,043.40	\$ 20,434.00	\$ 156.39	\$ 1,563.90	\$ 109.74	\$ 1,097.40	\$ 1,460.00	\$ 14,600.00	\$ 60.00	\$ 6,000.00	\$ 63.61	\$ 636.10	\$ 62.80	\$ 628.00						
43	Remove and Replace Existing 2-7 High Back-Cut and Culler	50	SF	\$ 33.00	\$ 1,650.00	\$ 1,121.76	\$ 5,608.80	\$ 64.46	\$ 3,223.00	\$ 60.84	\$ 3,042.00	\$ 35.00	\$ 1,750.00	\$ 9.30	\$ 465.00	\$ 39.00	\$ 1,950.00	\$ 39.00	\$ 1,950.00						
44	Water Line Loop Under Existing Utilities	2	EA	\$ 74,000.00	\$ 148,000.00	\$ 8,711.36	\$ 17,422.72	\$ 10,728.82	\$ 21,457.64	\$ 1,892.12	\$ 3,784.24	\$ 10,398.00	\$ 40,592.00	\$ 9,300.00	\$ 37,200.00	\$ 2,081.14	\$ 8,322.42	\$ 9,300.00	\$ 37,200.00						
45	Water Line Loop Under Existing Utilities	14	EA	\$ 6,000.00	\$ 84,000.00	\$ 9,960.00	\$ 139,240.00	\$ 7,206.00	\$ 100,884.00	\$ 15,192.40	\$ 212,693.60	\$ 10,000.00	\$ 140,000.00	\$ 10,000.00	\$ 140,000.00	\$ 6,945.62	\$ 97,040.68	\$ 10,000.00	\$ 140,000.00						
46	Water Line Loop Under Existing Utilities	52,000	SF	\$ 6.00	\$ 312,000.00	\$ 619.480	\$ 32,212,160.00	\$ 7.00	\$ 364,000.00	\$ 6.42	\$ 331,500.00	\$ 6.23	\$ 325,000.00	\$ 4.00	\$ 20,000.00	\$ 6.46	\$ 334,752.00	\$							

TOTAL BASE BID	\$4,365,410.64	\$3,678,218.51	\$3,516,760.00	\$2,804,800.00	\$2,967,750.63	\$3,415,401.62
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I hereby certify that this is a true and correct Bid Tabulation for the
Duchess County 2025 Infrastructure Replacement: Sewer & Water - Phase B

Chuck Pickens

SURPLUS WATER SALE AGREEMENT

THIS "SURPLUS WATER SALE AGREEMENT" the "**Agreement**" is made and entered into this ___th day of December 2024, by and between **Duchesne City Corp.** and **Duchesne City Water Service District**, hereinafter collectively designated as "**Duchesne**" and **Integrated Water Management, LLC**, a Utah limited liability company hereinafter referred to as "IWM," whose address is PO Box 1068 Duchesne, UT 84021 (collectively, Duchesne and IWM may be referred to as the "**Parties**").

WITNESSETH, that

WHEREAS, IWM is engaged in activities related to the exploration, development and production of crude oil, natural gas and its constituent products;

WHEREAS, IWM desires to purchase water surplus to the current needs of Duchesne from Duchesne ("**Surplus Water**") washing frac sand for the completing oil and gas wells and other lawful purposes related to its oil and gas operations "**Operations**"; and

WHEREAS, Duchesne is the owner of certain sources of water and/or has access to certain sources of water which is currently surplus to the needs of Duchesne and which it desires to sell to IWM;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties' herein contained and other good and valuable consideration, Duchesne and IWM hereby AGREE AS FOLLOWS:

1. **Water Rights.** Duchesne owns numerous water rights on record with the Utah Division of Water Rights including, but not limited to, Water Right No. 43-203.
2. **Temporary Change Applications.** A temporary change application ("**Temporary Change Application**") on one (or multiple) of Duchesne's water rights will be required to divert the Surplus Water at one or more Points of Delivery desired by IWM. Upon execution of this Agreement IWM shall provide Duchesne with the desired locations of the Point of Diversion on Parcel #00-0008-2226 ("**Land**") and also remit the sum of \$5,000 for Duchesne to prepare, file, and prosecute the Temporary Change Application. If there are additional costs necessary to prosecute the Temporary Change Application, said costs shall be the responsibility of IWM. IWM shall cooperate with the prosecution of the Temporary Change Application, which shall include, but is not limited to, not protesting the Temporary Change Application, testifying in support of the Temporary Change Application, and providing all information necessary to Duchesne for the filing and prosecution of the Temporary Change Applications.

3. **Obligation to Sell Surplus Water Subject to Approval of Temporary Change Application.** The obligation for Duchesne to sell Surplus Water under this Agreement is subject to the approval and continued good standing of the approval of the Temporary Change Application. In the event the Temporary Change Application is rejected or determined to be invalid by either the State Engineer of Utah ("**State Engineer**") or a court of competent jurisdiction, Duchesne shall have no obligation to sell Surplus Water under this Agreement. It is further understood by the Parties that under Utah law the approval of the Temporary Change Application will be for a maximum period of one (1) year.
4. **If Surplus Water No Longer Surplus.** If Duchesne determines, in its sole discretion, that any or all of the Surplus Water is no longer surplus to the needs Duchesne, Duchesne will provide IWM with one hundred and twenty (120) day written notice of the reduction or termination of IWM's use of Surplus Water. IWM acknowledges that it is contracting for the use of surplus water, and that Duchesne's use of its water rights for Duchesne's residents takes precedence over this Agreement, and that Duchesne may also temporarily reduce or suspend diversion of Surplus Water at any time if the Duchesne needs the water for its residents.
5. **Right-of-Way and Surface Uses.** IWM acknowledges their sole responsibility to procure the necessary rights-of-way and easements for the withdrawal of water, as set forth in this agreement. Duchesne hereby grants IWM a temporary Right of Way for ingress and egress to a designated extraction site on the Duchesne River, (the "**Point of Diversion**") over, through and across certain portions of the Land. This Right of Way includes the right to lay, install, maintain and remove equipment necessary for the conveyance of the purchased water, including but not limited to pumps, heaters and hose/piping, (collectively "**Water Infrastructure**"). Diversion and transportation of Surplus Water is the sole and exclusive obligation of IWM.
6. **Restoration of Land upon Removal of Water Infrastructure.** Within thirty (30) days of the expiration of the Temporary Change Application or the termination of this Agreement, IWM shall remove all Water Infrastructure and restore the Land to its condition prior to the installation of Water Infrastructure. IWM shall also not interfere with Duchesne's current water reuse on the Land.
7. **Commitment.** IWM anticipates requiring approximately 400 gpm (13714 bbls per day) of Surplus Water from Duchesne. Not to exceed 585 gpm (20000 bbls per day). IWM shall divert from Duchesne the water that is needed for washing off frac sand. pursuant to the terms of this Agreement. Nothing in this agreement requires IWM to divert the full anticipated volume, nor does this Agreement preclude IWM from receiving water from other sources.

8. **Warranty of Use and Legal Purpose.** Duchesne represents and warrants that upon approval of the Temporary Change Application (i) any water diverted by IWM pursuant to this Agreement at an approved Point of Diversion has been legally obtained by Duchesne, (ii) Duchesne has the legal right to sell Surplus Water to IWM; and (iii) any Surplus Water sold to IWM pursuant to this Agreement can be legally used for industrial purposes;
9. **No Warranty of Water Quantity, Quality or Diversion.** The diversion of Surplus Water by IWM is subject to the availability and quality of water in the Duchesne River at the Point of Diversion and is subject to limits or conditions imposed in the Order of the State Engineer in approving the Temporary Change Application and other limits imposed by the State Engineer or those working under the direction of the State Engineer. Diversion of water at the Point of Diversion is the sole obligation and responsibility of IWM. Duchesne expressly disclaims and representation or warranty that the Surplus Water is fit or suitable for the intended uses of IWM or any other purpose or use.
10. **Price.** IWM shall pay Duchesne \$5.476 per 1,000 gallons of water (approximately \$0.23 per forty-two (42) gallon barrel) of delivered water as metered at the Point of Diversion. Payment will be made pursuant to Paragraph 6. IWM shall be solely responsible for diversion, control, and delivery of all Surplus Water.
11. **Statements & Payments:** IWM will meter all Surplus Water diverted by Duchesne, at the Point of Diversion. IWM will provide daily meter readings to Duchesne City. Duchesne will have access to and read the aforementioned meter, to generate a monthly statement of water purchased from Duchesne. Within thirty (30) days following the statement provided by Duchesne, IWM shall remit payment for the water purchased during such thirty (30) day billing cycle.
12. **Transportation Charges.** All costs to transport Surplus Water from the Point of Diversion to IWM's place of use shall be the sole responsibility of IWM.
13. **Designated Point of Diversion Sites.** The Surplus Water purchased by IWM pursuant to this Agreement shall be transported from the approved Point of Diversion in the Order of the State Engineer approving the Temporary Change Application.
14. **Extraction Site Construction/Maintenance.** IWM will bear the cost of construction and maintenance, of any designated extraction site and facilities, built for the sole use of IWM.
15. **Term.** Subject to the other provisions of this Agreement, this Agreement shall remain in effect for the duration of the Temporary Change Application filed with the State of Utah Division of Water Rights, allowing for the use of the 400 gallons per minute as set forth herein.

16. **Conduct of Operations.** Duchesne and IWM shall conduct their respective operations in accordance with the rules, laws and regulations promulgated by the Utah Division of Water Resources, Utah Division of Water Rights, and other local, State or Federal agencies having jurisdiction.
17. **Indemnity and Release.** IWM shall release and forever discharge Duchesne from any liability associated with or arising from IWM's operations on the Land, and IWM agrees to indemnify, defend and hold harmless Duchesne, its officers, directors, affiliates, successors, employees, representatives, agents or invitees against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any party or parties including the sole, joint or concurrent negligence, any theory of strict liability and defect of premises, arising in connection with IWM's operations on the Land, in favor of Duchesne and its contractors at any level, and their respective officers, directors, affiliates, successors, subcontractors, employees, representatives, agents or invitees, on account of bodily injury, death or damage to property. IWM shall require its contractors to have similar provisions in any contract or work order for the release and indemnity of Duchesne as contained herein. Duchesne shall release and forever discharge IWM from any liability associated with or arising from Duchesne's operations on the Land, and Duchesne agrees to indemnify, defend and hold harmless IWM, its officers, directors, affiliates, successors, employees, representatives, agents or invitees against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any party or parties including the sole, joint or concurrent negligence, any theory of strict liability and defect of premises, arising in connection with Duchesne's operations on the Land, in favor of IWM and its contractors at any level, and their respective officers, directors, affiliates, successors, subcontractors, employees, representatives, agents or invitees, on account of bodily injury, death or damage to property. Duchesne shall require its contractors to have similar provisions in any contract or work order for the release and indemnity of IWM as contained herein. Each party shall promptly inform the other party of any claim, demand or suit that may be presented, asserted or served upon it or any party arising out and as a result of the others conduct and operations on Land.
18. **Governing Law.** This Agreement shall be subject to, and construed under, the laws of the State of Utah, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the courts of the State of Utah, subject to the right of either party to remove a matter to federal court.
19. **Assignment.** This Agreement shall be binding upon and shall be for the benefit of the parties hereto, their respective heirs, successors, affiliates, tenants, lessees and assigns. Any sale or assignment by IWM or Duchesne of an interest affecting the rights conveyed

in this Agreement, shall be made expressly subject to the terms and conditions of this Agreement. However, any assignment shall not release the Guarantee of Integrated Water Management, LLC.

20. **Notification.** Any notice required or permitted to be given hereunder shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, or registered mail or Federal Express, addressed to the party to which it is intended at the address set forth below for such party:

If to IWM:

IWM, LLC
PO Box 1068
Duchesne, UT 84021

If to Duchesne:

Duchesne City
225 S. State St.
Duchesne, UT 84066

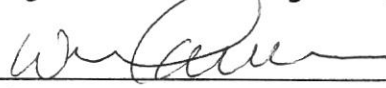
21. **Amendments.** Any amendment, modification or alteration of this Agreement shall be made in writing and signed by the Parties.
22. **Disputes.** To the extent that any dispute arises between the parties hereto, the parties shall first seek to mediate the dispute among themselves for a resolution, or through a mutually agreed third party mediator. The party wishing to mediate a dispute shall provide written notice to the other party and include a detailed statement of the issue or concern, with appropriate citation to any provision of this Agreement or the data, information, document, rule, regulation or order giving rise to the dispute. Mediation shall not continue for more than thirty (30) days, unless the parties mutually agree in writing.
23. **Prevailing Party.** Except for mediation, the prevailing party in any legal action or arbitration shall be entitled to recover its reasonable attorney's fees, costs and expenses of such action.
24. **Termination.** This Agreement shall terminate at the expiration of the Temporary Change Application unless a signed writing between the Parties states otherwise.
25. **No Third-Party Beneficiaries/No Joint Venture.** This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties. This Agreement shall not constitute the creation of an interlocal entity, a joint venture, or a joint undertaking between the City and Johnson.
26. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and supersedes any prior understanding, representation, or agreement of the parties regarding the subject matter hereof.


SEPTEMBER 30, 2025,

27. **Authorization.** Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth for which he or she signs.
28. **Time is of the Essence.** Time is of the essence regarding the dates and time constraints set forth in this Agreement.
29. **Execution of Agreement.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
30. **Survival.** All release, indemnification, reclamation and payment of damages obligations shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

Integrated Water Management, LLC



Title 

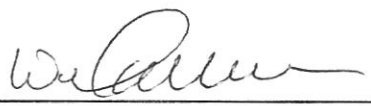
Duchesne City


Title

Guarantee

Integrated Water Management, LLC does hereby guarantee the performance of IWM of all obligations under this Agreement

Integrated Water Management, LLC



Title 

RIGHT OF WAY AND EASEMENT

STATE OF UTAH)
)§
COUNTY OF DUCHESNE)

Moon Farm – Section 8 Lateral

KNOW ALL BY THESE PRESENTS:

That the undersigned, **Duchesne City Corporation**, (hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Kinder Morgan Altamont LLC**, a Delaware limited liability company, having its principal office at 1001 Louisiana Street, Houston, Texas 77002, its successors and assigns (hereinafter called GRANTEE), a permanent right of way and easement (hereinafter called the Right of Way) to construct, maintain and/or use a road for the purpose of accessing, maintaining, patrolling a pipeline or pipelines, along with the purpose of laying, constructing, operating, maintaining, patrolling, altering, repairing, changing the size of, replacing or removing pipelines, whether buried underground, laying on the surface, or above the surface, electrical power lines, whether buried or overhead, and/or communication lines and all related equipment and appurtenances thereto, which include, but are not limited to, meters, fittings, tie-overs, valves, cathodic protection equipment and launchers and receivers (hereinafter called the Pipeline), for the transportation of: natural gas, other gases, oil, any hydrocarbons in exchange for oil, petroleum products, produced water, fresh water, and any other substances, whether similar or dissimilar, along routes convenient for GRANTEE, under, over and across the tract or tracts of land of GRANTOR, and being the same lands as recorded in Duchesne County Records at Entry Nos. 374121, 399760, 399759, 373556, 457403, 353557, 377317 more particularly described as follows:

See attached Exhibit A

and which is more particularly shown on Plat, marked Exhibit B, and by this reference made part hereof. GRANTEE'S Right of Way and Easement shall be Seventy Feet (70') for construction and Forty Feet (40') for the permanent easement, along with an access road for the meter pad, extending on, over and across the above-described land.

GRANTOR represents and warrants that GRANTOR is the owner in fee simple of the land hereinabove described, subject only to outstanding mortgages, if any, now of record in said county and, in the event of default by GRANTOR, GRANTEE shall have the right to discharge or redeem for GRANTOR, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto. This Right of Way and Easement shall cover and bind all of GRANTOR'S interest in the lands described above, whether now owned or hereinafter acquired.

GRANTEE, its successors and assigns, is hereby expressly given and granted the right to assign the Right of Way herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.

GRANTOR, and its successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, GRANTOR, its successors, heirs or assigns, shall not hinder, conflict or interfere with GRANTEE's surface or subsurface rights hereunder or in

any way disturb its Pipeline facilities. GRANTOR shall not plant trees, including trees considered as a growing crop, on the Right of Way. No road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within said Right of Way and GRANTOR agrees not to increase or decrease the elevation of the earth within the right of way without GRANTEE's prior written consent. GRANTEE shall have the right hereafter to cut, mow and/or use appropriate herbicides to keep clear all trees, brush, invasive plants or noxious weeds, and to remove any other obstructions that may injure, endanger or interfere with the construction, maintenance and use of said Pipeline. GRANTEE shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said Right of Way and over and across said lands. GRANTOR, and its successors and assigns shall not, without GRANTEE's written consent, disturb the surface of the Right of Way in a manner which will result in the removal of surface cover from the Pipeline. No excavation, change of grade or water impoundment may be made on and no structure shall be erected or placed on the Right of Way herein granted without the prior written consent of GRANTEE.

GRANTEE agrees to pay for damages to crops, pasture, and fences which may arise from laying, constructing, maintaining, operating, altering, repairing, replacing or removing said Pipeline. GRANTEE shall compensate GRANTOR for any loss or injury to livestock arising from GRANTEE's construction activities.

All fences that must be cut in order to accomplish any of the purposes herein above granted to GRANTEE shall be "H" braced on each side of the area covered by this grant and the wire secured so that when the fence is cut, the remainder of the fence shall not go slack or be slackened and, after said installation or repair, said fence shall be replaced in as good as condition as said fence was before cutting.

GRANTEE shall take all necessary measures to maintain proper drainage to prevent erosion of the surface of the Right of Way and, further, at the completion thereof, to re-contour and re-seed all disturbed areas with seed mixture as recommended or approved by appropriate regulatory agencies.

GRANTEE and GRANTOR shall not be responsible for injury to persons or damage to property from any cause outside their control including, without limitation, negligence or intentional acts of the other or third-party persons.

GRANTOR acknowledges and agrees that GRANTEE shall have the right to modify the location of the Easement Area and/or Temporary Work Space within the Property as a result of various engineering factors or to correct the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. In the event such a modification is required by GRANTEE, GRANTEE may modify the location of the Easement Area and/or Temporary Work Space by recording a "Notice of Location" referring to this instrument and setting forth the modified legal description of the Easement Area and/or Temporary Work Space, which description may be set forth by map attached to said Notice. A copy of the Notice shall be delivered to GRANTOR. Without limiting GRANTEE's right to modify the location of the Easement Area and/or Temporary Work Space by recording a "Notice of Location" as aforesaid, GRANTOR agrees to execute and deliver to GRANTEE any additional documents GRANTEE may request to modify or correct the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. If such documents are required, they will be prepared by GRANTEE at its expense. GRANTOR shall receive additional reasonable compensation only if the acreage within the Easement Area and/or Temporary Work Space increases as a result of the changed location.

TO HAVE AND TO HOLD the said rights and privileges unto said GRANTEE, which shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by GRANTEE and its successors and assigns, forever. The undersigned hereby binds itself, and its heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Non-use or limited use of the rights granted in this document shall not prevent GRANTEE from later use of the rights granted herein, and the rights granted in this document may only be released by GRANTEE through its use of a recorded instrument indicating GRANTEE'S clear intention to release certain rights and only such rights clearly indicated as being released in such instrument shall be released, with all other rights granted herein reserved to GRANTEE, its successors and assigns.

No change in ownership of said lands shall be binding upon GRANTEE until the document of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof is delivered to GRANTEE.

This Right of Way and Easement contains the entire agreement between the Parties as to the subject matter described herein, and the Parties agree that no other promises or representations have been made which would alter or otherwise modify the terms set forth herein. This Right of Way and Easement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

By its acceptance and use of the right of way and easement herein granted, GRANTEE agrees to perform all of its obligations herein.

IN WITNESS WHEREOF, the GRANTOR has duly executed this Right Of Way and Easement this ____ day of _____, 2025.

GRANTOR

GRANTEE

By: _____
Title: _____
Duchesne City Corporation

By: James B. Connors
Attorney-in-Fact
Kinder Morgan Altamont LLC

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ACKNOWLEDGEMENT

STATE OF UTAH)
) SS
COUNTY OF DUCHESNE)

On the ____ day of _____, 2025, before me the undersigned authority, appeared _____, to me personally known, who, being sworn did say that he/she is a(n) _____ for Duchesne City Corporation, and that the foregoing instrument was signed in behalf of said partnership and Appeared acknowledged to me that said instrument to be the free act and deed of the partnership.

Notary Public

[SEAL]

My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

On the ____ day of _____, 2025, before me the undersigned authority, appeared **James B. Connors**, to me personally known, who, being sworn did say that he is an Attorney-in-Fact for Kinder Morgan Altamont LLC, and that the foregoing instrument was signed in behalf of said partnership and Appeared acknowledged to me that said instrument to be the free act and deed of the partnership.

Notary Public

[SEAL]

My Commission Expires: _____

EXHIBIT A

Section 31, Township 3 South, Range 4 West USM – Commencing at the Northwest corner of said Section 31; thence North 89°18'36" East 900.00 feet, along the North line of the Northwest quarter of said section to the TRUE POINT OF BEGINNING; thence North 89°18'36" East 512.82 feet, along said North line to the Northeast corner of Lot 1, said Section 31; thence South 00°76'38" feet, along the East line of said Lot 1; thence North 89°58'06" West 519.13 feet, to the East line of the Duchesne County property; thence North 00°05'13" East 754.90 feet, along said East line, to the true point of beginning. Parcel No. 00-0034-07406

Section 30, Township 3 South, Range 4 West, USM

Beginning at the Northeast corner of Section 30, thence South 00°19'34" East 1161.85 feet along the East line of the Northeast quarter of said Section 30; thence South 89°45'17" West 1306.87 feet to an existing fence; thence North 71°50'47" West 1027.28 feet along said fence; thence North 31°45'41" West 954.59 feet along said fence to the North line of the Northwest quarter of said Section 30; thence North 89°28'48" East 129.62 feet to the North quarter corner of said Section 30; thence North 89°29'42" East 2649.36 feet to the point of beginning. And Beginning at the East quarter corner of Section 30, thence South 89°17'08" West 786.71 feet along the South line of the Northeast quarter of said Section 30 to the extension of an existing fence; thence North 03°15'33" West 741.39 feet along said fence and extension thereof; thence South 89°45'17" East 824.66 feet to the East line of said Northeast quarter; thence South 00°19'34" East 726.86 feet along said East line to the point of beginning. Parcel #00-0008-0899

Section 19, Township 3 South, Range 4 West USB&M

Beginning at the South quarter corner of Section 19, thence South 89°28'48" West 129.62 feet along the South line of the Southwest quarter of said Section 19 to an existing fence; thence North 31°45'41" West 1546.65 feet along said fence and extension thereof to the North line of the Southwest quarter of said Southwest quarter, thence North 89°25'09" East 943.26 feet to the Northeast corner of the Southeast quarter of said Southwest quarter; thence South 00°01'23" East 1323.42 feet to the point of beginning. Parcel No. 00-0008-0253

Section 19, Township 3 South, Range 4 West USB&M

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 3959.83 feet along the West line of said Section to the extension of the South line of parcel 19-41, Blue Bench Ranches; thence North 89°26'40" East 880.25 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 350.25 feet to the North line of said parcel; thence North 89°58'50" East 398.51 feet to the Northeast corner of said parcel; thence South 00°04'02" East 346.51 feet to the Southeast corner of said parcel; thence South 89°26'40" West 399.13 feet to the true point of beginning. Parcel No. 00-0034-9667

Section 19, Township 3 South, Range 4 West USB&M

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 3601.35 feet, along the West line of said Section, to the extension of the South line of parcel 19-40, Blue Bench Ranches; thence North 89°58'50" East 880.36 feet, along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 353.83 feet, to the North line of said parcel; thence South 89°52'20" East 397.90 feet, to the Northeast corner of said parcel; thence South 00°04'02" east 352.81 feet, to the Southeast corner of said parcel; thence South 89°58'50" West 398.51 feet, to the true point of beginning. Parcel No. 00-0034-7117

Section 19, Township 3 South, Range 4 West USB&M

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 3245.25 feet along the West line of said Section to the extension of the South line of parcel 19-39, Blue Bench Ranches; thence South 89°52'20" East 880.51 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 362.36 feet to the North line of said parcel; thence North 89°54'58" East 397.27 feet to the Northeast corner of said parcel; thence South

00°04'02" East 363.83 feet to the Southeast corner of said parcel; thence North 89°52'20" West 397.90 feet to the true point of beginning. Parcel No. 00-0034-9668

Section 19, Township 3 South, Range 4 West USM

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 2886.15 feet along the West line of said Section to the extension of the South line of parcel 19-20, Blue Bench Ranches; thence North 89°54'58" East 880.67 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 358.56 feet to the North line of said parcel; thence North 89°58'14" East 396.65 feet to the Northeast corner of said parcel; thence South 00°04'02" East 358.18 feet to the Southeast corner of said parcel; thence South 89°54'58" West 397.27 feet to the true point of beginning. Parcel No. 00-0034-9669

Section 19, Township 3 South, Range 4 West USB&M

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 2526.75 feet, along the West line of said Section, to the extension of the South line of parcel 19-19, Blue Bench Ranches; thence North 89°58'14" East 880.82 feet, along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 358.37 feet, to the North line of said parcel; thence North 89°59'31" East 396.04 feet, to the Northeast corner of said parcel; thence South 00°04'02" East 358.22 feet, to the Southeast corner of said parcel; thence South 89°58'14" West 396.65 feet, to the true point of beginning. Parcel No. 00-0034-7128

Section 19, Township 3 South, Range 4 West USB&M

Commencing at the Northwest Corner of Section 19; Thence South 00°00'25" West 2168.05 feet along the West line of said Section to the extension of the South Line of parcel 19-18, BLUE BENCH RANCHES; Thence North 89°59'31" East 880.98 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; Thence North 00°01'54" East 357.64 feet to the North line said parcel 19-18; Thence South 89°58'23" East 395.42 feet to the Northeast Corner of said parcel; Thence South 00°04'02" East 357.39 feet to the Southeast Corner of said parcel; Thence South 89°59'31" West 396.04 feet to the TRUE POINT OF BEGINNING. Parcel No. 00-0018-0170

Section 19, Township 3 South, Range 4 West USB&M

Beginning 78 rods East of the Northwest corner of said Section 19; thence South 160 rods; thence East 105.5 rods; thence North 160 rods; thence West 105 rods, to the point of beginning. Parcel No. 00-0008-0246

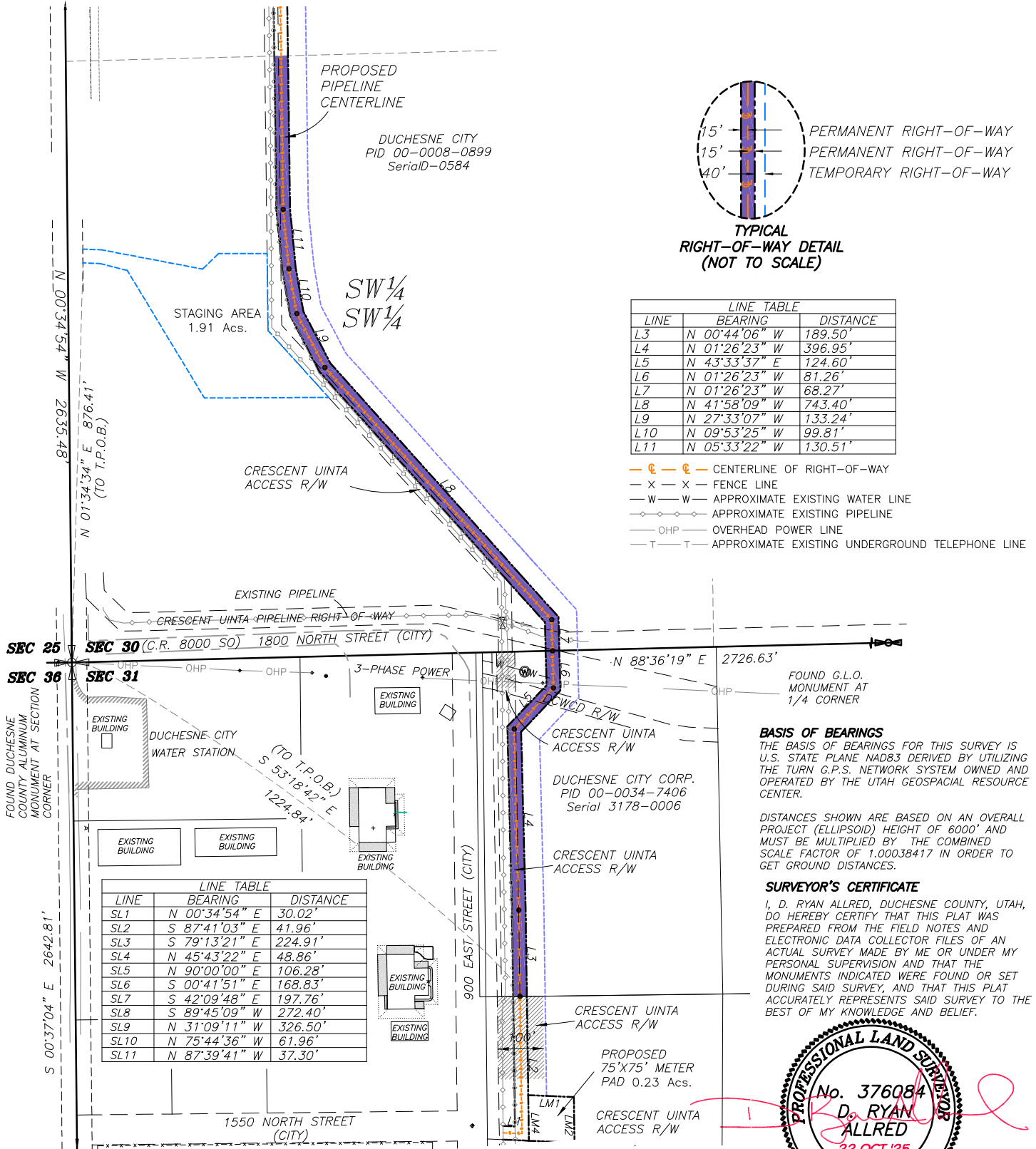
Section 19, Township 3 South, Range 4 West USB&M

Beginning 78 rods East of the Northwest corner of said Section 19; thence South 160 rods; thence East 105.5 rods; thence North 160 rods; thence West 105 rods, to the point of beginning. Parcel No. 00-0008-0238

Section 19, Township 3 South, Range 4 West USB&M

Beginning 78 rods East of the Northwest corner of said Section 19; thence South 160 rods; thence East 105.5 rods; thence North 160 rods; thence West 105 rods, to the point of beginning. Parcel No. 00-0008-0220

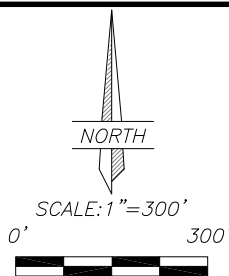
EXHIBIT "A"



RIGHT-OF-WAY SURVEY FOR

KINDER MORGAN

SECTION 8 LATERAL
SECTIONS 30 & 31
TOWNSHIP 3 SOUTH, RANGE 4 WEST
UINTAH SPECIAL BASE & MERIDIAN
DUCHESNE COUNTY, UTAH



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JERRY D. ALLRED & ASSOCIATES, INC.
SURVEYING CONSULTANTS

1235 NORTH 700 EAST--P.O. BOX 975
DUCHESNE, UTAH 84021
(435) 738-5352

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D. Ryan Allred, Professional Land Surveyor,
Certificate No. 376084, (Utah)

PRELIMINARY
DUCHESNE CITY

PRELIMINARY ROUTE SURVEY FOR

KINDER MORGAN

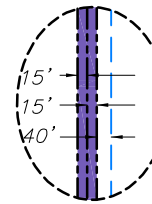
SECTION 8 LATERAL

SECTION 31

**TOWNSHIP 3 SOUTH, RANGE 4 WEST
UINTAH SPECIAL BASE & MERIDIAN
DUCHESNE COUNTY, UTAH**



SCALE: 1"=300'
0' 300'



**TYPICAL
RIGHT-OF-WAY DETAIL
(NOT TO SCALE)**

LINE TABLE		
LINE	BEARING	DISTANCE
L12	N 00°46'23" W	1196.70'
L13	N 59°31'08" W	112.85'
L14	N 00°33'30" W	827.40'
L15	N 00°53'38" W	980.93'

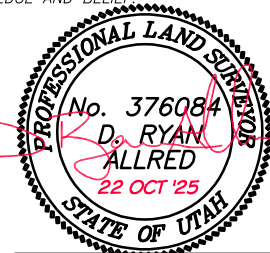
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS U.S. STATE PLANE NAD83 DERIVED BY UTILIZING THE TURN G.P.S. NETWORK SYSTEM OWNED AND OPERATED BY THE UTAH GEOSPACIAL RESOURCE CENTER.

DISTANCES SHOWN ARE BASED ON AN OVERALL PROJECT (ELLIPSOID) HEIGHT OF 6000' AND MUST BE MULTIPLIED BY THE COMBINED SCALE FACTOR OF 1.00038417 IN ORDER TO GET GROUND DISTANCES.

SURVEYOR'S CERTIFICATE

I, D. RYAN ALLRED, DUCHESNE COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM THE FIELD NOTES AND ELECTRONIC DATA COLLECTOR FILES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT THE MONUMENTS INDICATED WERE FOUND OR SET DURING SAID SURVEY, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

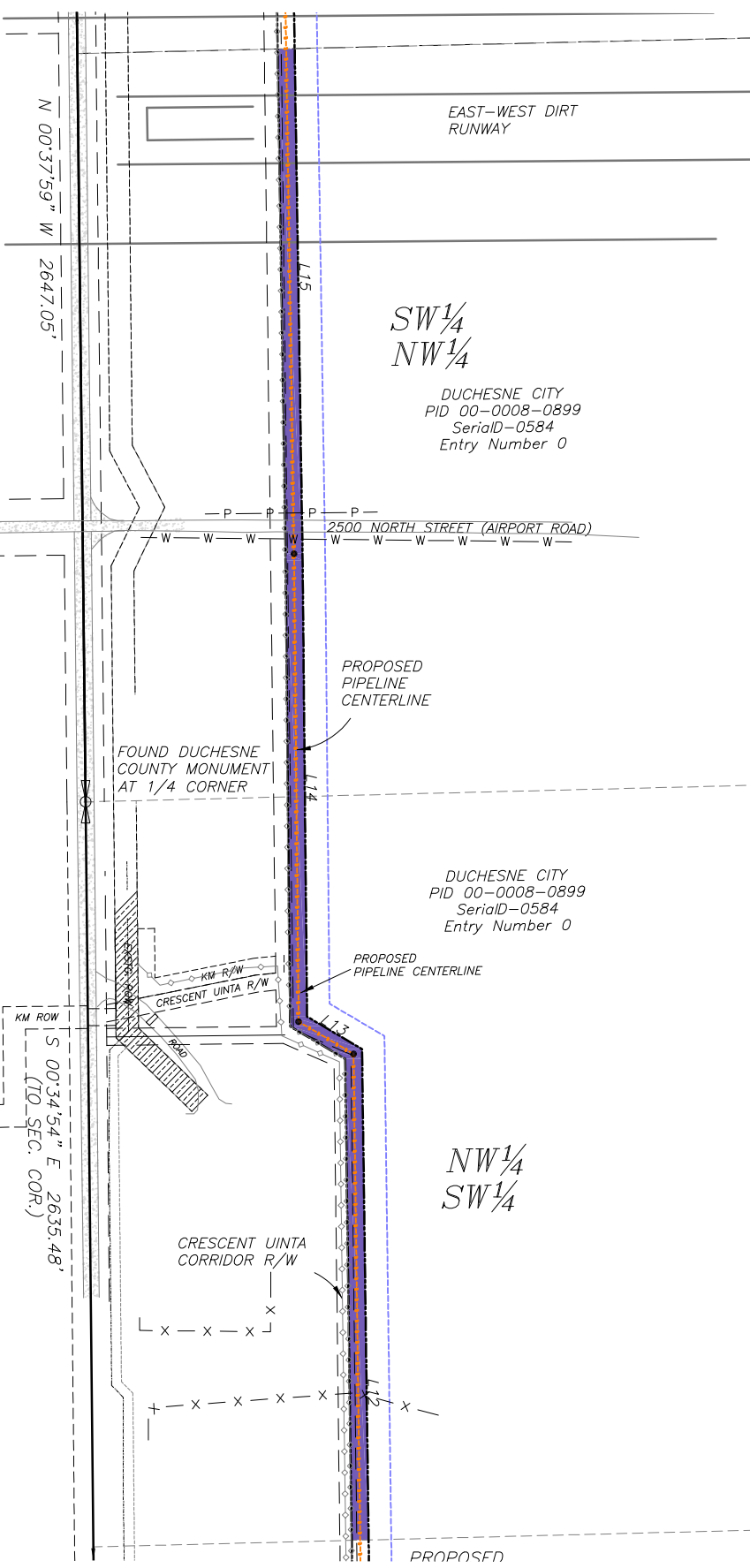


D. Ryan Allred, Professional Land Surveyor,
Certificate No. 376084, (Utah)

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JERRY D. ALLRED & ASSOCIATES, INC.
SURVEYING CONSULTANTS
1235 NORTH 700 EAST--P.O. BOX 975
DUCHESNE, UTAH 84021
(435) 738-5352

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- C — C — CENTERLINE OF RIGHT-OF-WAY
- X — X — FENCE LINE
- W — W — APPROXIMATE EXISTING WATER LINE
- O — O — APPROXIMATE EXISTING PIPELINE
- OHP — OVERHEAD POWER LINE
- T — T — APPROXIMATE EXISTING UNDERGROUND TELEPHONE LINE

KINDER MORGAN**SECTION 8 LATERAL**

SECTIONS 19 & 30
TOWNSHIP 3 SOUTH, RANGE 4 WEST
UINTAH SPECIAL BASE & MERIDIAN
DUCHESE COUNTY, UTAH

DESCRIPTION OF ADDITIONAL PIPELINE RIGHT-OF-WAY

A 30.00 foot wide right-of-way corridor over portions of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, being 15 feet on each side of the following described centerline; TOGETHER WITH a 30.00 foot wide temporary right-of-way along the left side of the following described centerline; Commencing at the Northwest Corner of said Section 30; Thence South 23°33'51" East 613.79 feet to the TRUE POINT OF BEGINNING; Thence North 89°56'33" East 116.85 feet to an existing pipeline. Said described right-of-way being 116.72 feet in length, with the sidelines being shortened or elongated to intersect said right-of-way.

DESCRIPTION OF ATWS & ACCESS

Commencing at the Northwest Corner of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian; Thence South 00°37'59" East 447.06 feet to the TRUE POINT OF BEGINNING; Thence South 81°43'08" East 97.48 feet; Thence North 89°56'00" East 152.89 feet; Thence South 00°42'41" East 86.69 feet; Thence South 89°56'33" West 10.21 feet; Thence South 00°42'41" East 13.43 feet; Thence South 89°56'33" West 74.79 feet; Thence North 00°42'42" West 70.11 feet; Thence South 89°56'00" West 70.41 feet; Thence North 81°43'08" West 94.97 feet; Thence North 00°37'59" West 30.37 feet to said TRUE POINT OF BEGINNING, containing 0.31 acres.

- C — C — CENTERLINE OF RIGHT-OF-WAY
- X — X — FENCE LINE
- W — W — APPROXIMATE EXISTING WATER LINE
- P — P — APPROXIMATE EXISTING PIPELINE
- OHP — OVERHEAD POWER LINE
- T — T — APPROXIMATE EXISTING UNDERGROUND TELEPHONE LINE

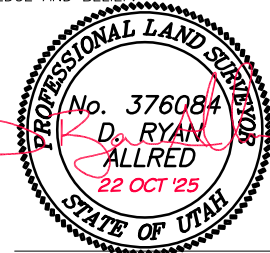
BASIS OF BEARINGS

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SURVEYOR'S CERTIFICATE

I, D. RYAN ALLRED, DUCHESE COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM THE FIELD NOTES AND ELECTRONIC DATA COLLECTOR FILES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT THE MONUMENTS INDICATED WERE FOUND OR SET DURING SAID SURVEY, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

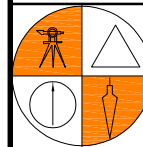


D. Ryan Allred, Professional Land Surveyor,
Certificate No. 376084, (Utah)

PAGE 3 OF 6

22 OCT 2025

12-121-724



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SURVEYING CONSULTANTS

1235 NORTH 700 EAST--P.O. BOX 975
DUCHESE, UTAH 84021
(435) 738-5352

Page 29

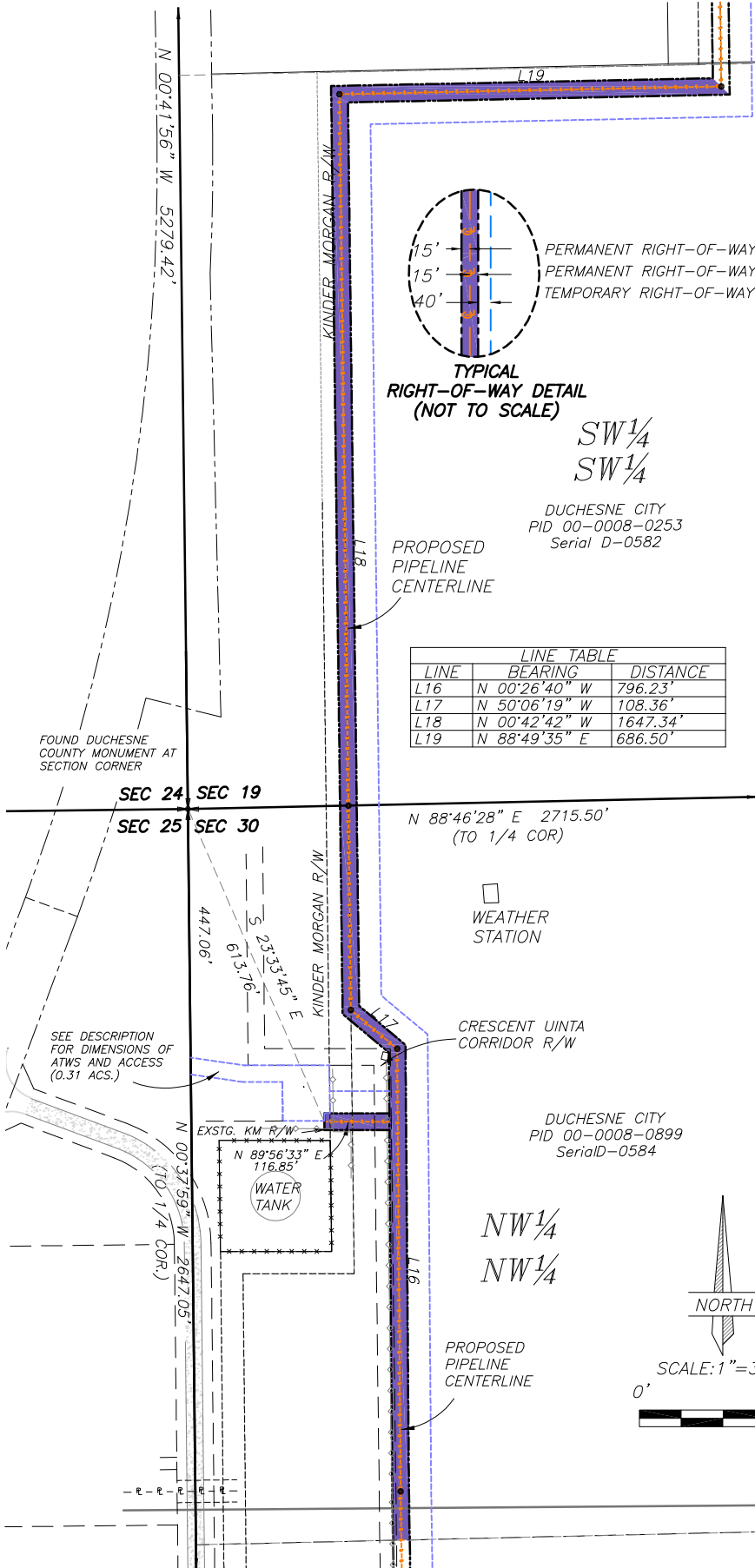
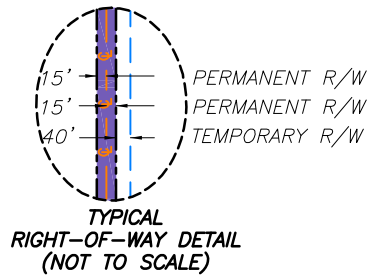


EXHIBIT "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L19	N 88°49'35" E	686.50'
L20	N 00°40'28" W	2026.21'
L21	N 45°16'04" E	52.24'
L22	N 89°19'32" E	331.86'



- C — C — CENTERLINE OF RIGHT-OF-WAY
- X — X — FENCE LINE
- W — W — APPROXIMATE EXISTING WATER LINE
- O — O — APPROXIMATE EXISTING PIPELINE
- OHP — OVERHEAD POWER LINE
- T — T — APPROXIMATE EXISTING UNDERGROUND TELEPHONE LINE

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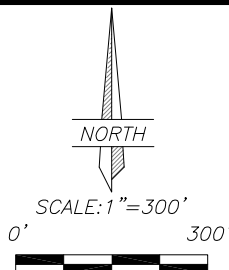
RIGHT-OF-WAY SURVEY FOR

KINDER MORGAN

SECTION 8 LATERAL

SECTION 19

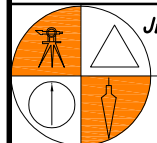
TOWNSHIP 3 SOUTH, RANGE 4 WEST
UINTAH SPECIAL BASE & MERIDIAN
DUCHESNE COUNTY, UTAH



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22 OCT 2025

12-121-724



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DUCHESNE, UTAH 84021
(435) 738-5352



D. Ryan Allred, Professional Land Surveyor,
Certificate No. 376084, (Utah)

EXHIBIT "A"

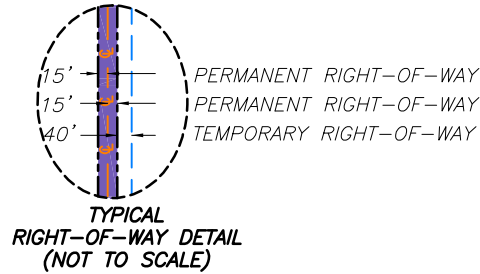
S 88°58'10" W
2704.65'
(TO SEC COR)

(TO SEC COR)
S 88°58'09" W 2654.53'
OHP

FOUND DUCHESNE
COUNTY MONUMENT
AT 1/4 CORNER

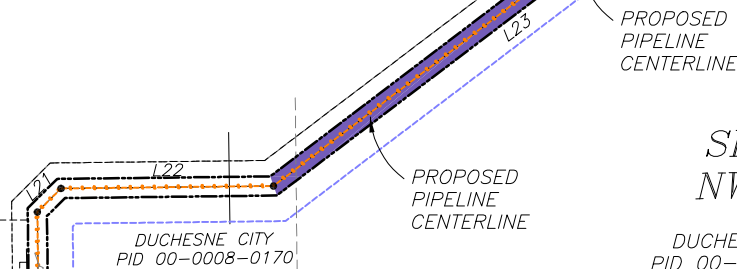
DESCRIPTION OF ATWS

Commencing at the North 1/4 Corner of Section 19, Township 3 South, Range 4 West, Uintah Special Base and Meridian;
Thence South 28°42'33" West 1549.30 feet to the TRUE POINT OF BEGINNING;
Thence South 00°42'50" East 133.65 feet;
Thence South 52°49'29" West 186.51 feet;
Thence North 00°42'50" West 244.49 feet;
Thence North 89°17'10" East 150.00 feet to said TRUE POINT OF BEGINNING, containing 0.65 acres.



LINE TABLE		
LINE	BEARING	DISTANCE
L21	N 45°16'04" E	52.24'
L22	N 89°19'32" E	331.86'
L23	N 52°49'29" E	833.64'
L24	N 90°00'00" E	921.62'
L24B	N 44°34'07" E	228.26'

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- X — X — FENCE LINE
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- OHP — OVERHEAD POWER LINE
- T — T — APPROXIMATE EXISTING UNDERGROUND TELEPHONE LINE



TOTAL LENGTHS

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCH CITY CORP.	12717.70	770.770

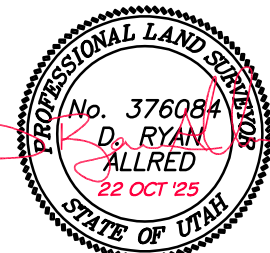
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D. Ryan Allred, Professional Land Surveyor,
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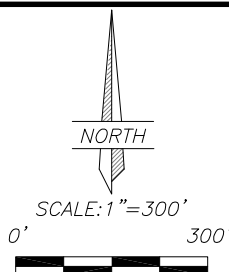
RIGHT-OF-WAY SURVEY FOR

KINDER MORGAN

SECTION 8 LATERAL

SECTION 19

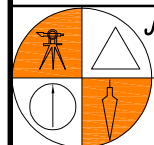
TOWNSHIP 3 SOUTH, RANGE 4 WEST
UINTAH SPECIAL BASE & MERIDIAN
DUCHESNE COUNTY, UTAH



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22 OCT 2025

12-121-724



JERRY D. ALLRED & ASSOCIATES, INC.
SURVEYING CONSULTANTS

1235 NORTH 700 EAST--P.O. BOX 975
DUCHESNE, UTAH 84021
(435) 738-5352

DESCRIPTION OF RIGHT-OF-WAY CORRIDOR OVER DUCHESNE CITY OWNED PARCELS

A 30 feet wide right-of-way corridor over portions of Sections 31 and 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, the widths being 15 feet on each side of the following described centerline;

Commencing at the Northwest Corner of Section 31;

TOGETHER WITH 40 feet wide temporary right-of-way running alongside the right side of said right-of-way;

Commencing at the Northwest Corner of said Section 31;

Thence South 53°18'42" East 1224.84 feet to the TRUE POINT OF BEGINNING;

Thence North 00°44'06" West 189.50 feet; Thence North 01°26'23" West 396.95 feet;

Thence North 43°33'37" East 124.60 feet; Thence North 01°26'23" West 81.26 feet;

Thence North 01°26'23" West 68.27 feet; Thence North 41°58'09" West 743.40 feet;

Thence North 27°33'07" West 133.24 feet; Thence North 09°53'25" West 99.81 feet;

Thence North 05°33'22" West 130.51 feet; Thence North 00°46'23" West 1196.70 feet;

Thence North 59°31'08" West 112.85 feet; Thence North 00°33'30" West 827.40 feet;

Thence North 00°53'38" West 980.93 feet; Thence North 00°26'40" West 796.23 feet;

Thence North 50°06'19" West 108.36 feet; Thence North 00°42'42" West 367.74 feet;

Thence North 00°42'42" West 1279.60 feet; Thence North 88°49'35" East 686.50 feet;

Thence North 00°40'28" West 2026.21 feet; Thence North 45°16'04" East 52.24 feet;

Thence North 89°19'32" East 331.86 feet; Thence North 52°49'29" East 833.64 feet;

Thence North 90°00'00" East 921.62 feet; Thence North 44°34'07" East 228.26 feet to the East line of parcel 00-0008-0220 as found in the Duchesne County Recorder's office, Said described centerline being 12717.70 feet in length, with the sidelines being shortened or elongated to intersect said boundary lines.

DESCRIPTION OF TEMPORARY STAGING AREA & ACCESS (SECTION 30-DUCHESNE CITY CORP.)

Commencing at the Southwest Corner of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian;

Thence North 01°34'34" East 876.41 feet to the TRUE POINT OF BEGINNING;

Thence North 00°34'54" West 30.02 feet;

Thence South 87°41'03" East 41.96 feet;

Thence South 79°13'21" East 224.91 feet;

Thence North 45°43'22" East 48.86 feet;

Thence North 90°00'00" East 106.28 feet;

Thence South 00°41'51" East 168.83 feet;

Thence South 42°09'48" East 197.76 feet;

Thence South 89°45'09" West 272.40 feet;

Thence North 31°09'11" West 326.50 feet;

Thence North 75°44'36" West 61.96 feet;

Thence North 87°39'41" West 37.30 feet to said TRUE POINT OF BEGINNING, containing 1.91 acres.

TOTAL LENGTHS

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCHESNE CITY CORP	12717.70	770.770 (COMBINED)

BASIS OF BEARINGS

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RIGHT-OF-WAY SURVEY FOR

KINDER MORGAN

SECTION 8 LATERAL

SECTIONS 30 & 31

TOWNSHIP 3 SOUTH, RANGE 4 WEST

UINTAH SPECIAL BASE & MERIDIAN

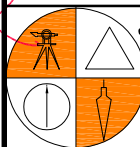
DUCHESNE COUNTY, UTAH



PAGE 6 OF 6

22 OCT 2025

12-121-642



JERRY D. ALLRED & ASSOCIATES, INC.
SURVEYING CONSULTANTS


1235 NORTH 700 EAST--P.O. BOX 975
DUCHESNE, UTAH 84021
(435) 738-5352

Page 32

Duchesne City General Election Information

In-Person Voting


 Duchesne City Office – 500 E Main Street

 Tuesday, October 28 – Friday, October 31

 9:00 a.m. – 1:00 p.m.

General Election Day

 Tuesday, November 4, 2025

 7:00 a.m. – 8:00 p.m.

 Duchesne City Office – 500 E Main

Unofficial Results will be posted after 8:00 p.m. on:

- Duchesne City Office Building door
- Duchesne City Website
- Duchesne City Facebook Page

Canvass of Election Results

The official canvass date will be set by City Council tonight.


 Veterans Day (Nov. 11) conflicts with our regular meeting.

A special meeting will be scheduled on or before November 18 to certify results.

Important Ballot Information


- New options: “Mail Me a Ballot” or “Do NOT Mail Me a Ballot”
- Those who select “Do NOT Mail Me a Ballot” must vote in person
- Bring valid photo ID (address must match voter record)
- If not, provide additional proof of residency before voting

Electioneering Reminder

 Electioneering is not allowed within 150 feet of the polling place.

This applies to both candidates and voters.

Ballot Drop Box

 Located outside the Duchesne City Office for voter convenience.

Thank You to Our Poll Workers

- Kathy Heaps
- Marsha Peatross
- Michelle Lewis
- Sharlotte Ivie

We extend our gratitude to our incredible poll workers.

We couldn't do this without you - thank you for your dedication!

Closing Thoughts

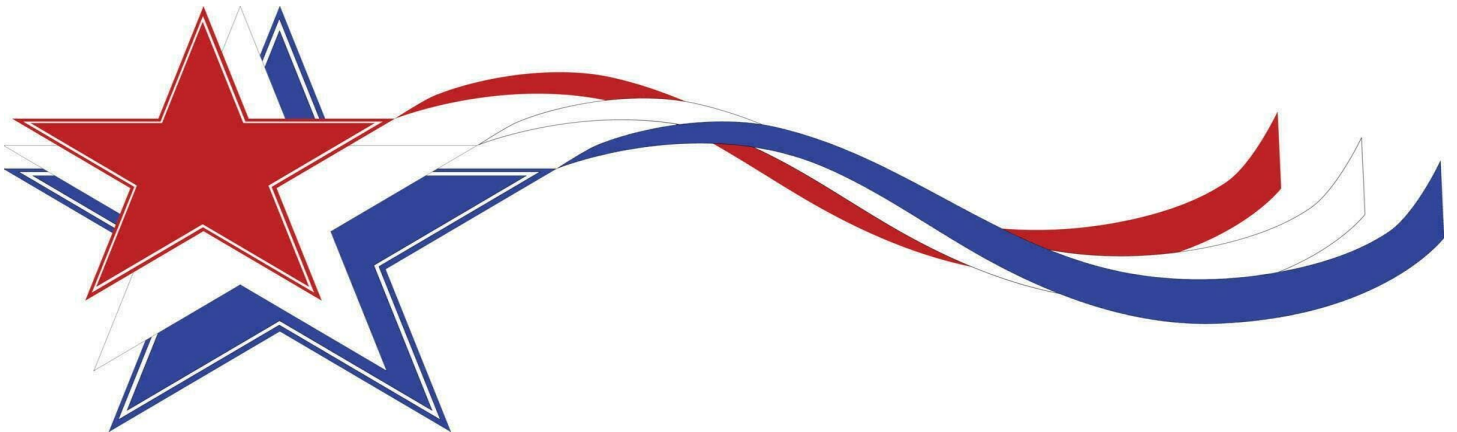
Hard to believe Election Day is already here!

We also want to thank all our candidates – from Primary to General for their willingness to serve our community!

We're seeing great voter participation - thank you, Duchesne!

Swearing-In Ceremony: First Monday in January at 12:00 p.m.

Duchesne City - Working Together for Our Future






This checklist is designed to help applicants complete the minimum statutory and rule-based requirements for a UDOT special event permit. By carefully following these requirements the applicant can significantly reduce the amount of time, and the level of effort, that is required to complete the permit application process. ***This checklist must be completed and submitted as a required document at the time of application.***

UDOT's goal is to help preserve the safety and mobility of the traveling public before, during, and after all special events. This includes ensuring reasonable precautions are taken to help minimize any inherent risks that develop when activities occur within, or in close proximity to, established vehicle travel lanes. Special events facilitate a broad number of well-known socioeconomic benefits for the citizens of this great State. Those benefits must be carefully balanced to ensure the capacity of state highways are not unreasonably disrupted.

The pre-application requirements section below outlines what an applicant will need to assemble before submitting an application through the Online Permit System. The second page identifies possible additional criteria and post-permit issuance best practices for ensuring the permitted special event is conducted in a responsible manner from beginning to end, and that it does not trigger avoidable penalty provisions as outlined in UAC R920-4-5.

A carefully planned, thoroughly prepared, and safely executed special event is a successful event. With all of this in mind, please apply best efforts to strictly adhere to the minimum requirements contained herein. If there is an opportunity to exceed these minimum requirements (especially where safety is concerned) please do not hesitate to do so. ***Applications submitted without meeting these minimum checklist requirements will be rejected.***

R920-4 PRE-APPLICATION REQUIREMENTS

		CERTIFICATE OF LIABILITY INSURANCE COVERAGE*								
1.		The name of the insured and the name of the permit applicant must be identical.								
2.		"The State of Utah, the Department (UDOT) and its Employees" is named as the additional insured.								
3.		Minimum coverage = \$1,000,000 per occurrence and \$3,000,000 in aggregate.								
4.		Policy must be in effect prior to the event start date and must run through the completion date of the event.								
5.		A PDF copy of the above form is ready and available to upload into the Online Permit System.								
WAIVER AND RELEASE OF DAMAGES FORM*										
6.		The applicant has completed and signed the form that is available at this link .								
7.		A PDF copy of the completed and signed form is ready and available to upload into the Online Permit System.								
8.		The applicant agrees to ensure all event participants complete this form prior to participating in the event, and that the applicant agrees to carefully retain complete copies of all "participant completed" forms for at least 12 months as required by UAC R920-4-9(4).								
INDEMNIFICATION FORM*										
9.		The applicant has completed and signed the form that is available at this link .								
10.		A PDF copy of the completed and signed form is ready and available to upload into the Online Permit System.								
11.		The applicant agrees to ensure all event participants complete this form prior to participating in the event, and that the applicant agrees to carefully retain complete copies of all "participant completed" forms for at least 12 months as required by UAC R920-4-9(4).								
ROUTE IDENTIFICATION MAP										
12.		<p>A detailed aerial orientation map illustrating the following features is ready and available in PDF format to upload into the Online Permit System:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. The proposed course and direction(s) of travel</td> <td style="width: 50%;">E. Restroom facilities</td> </tr> <tr> <td>B. Parking areas</td> <td>F. Litter disposal areas</td> </tr> <tr> <td>C. Staging areas</td> <td>G. Rest areas</td> </tr> <tr> <td>D. Water stations</td> <td></td> </tr> </table> <p>Note: Items B through G must be located on private property outside of the right-of-way. The applicant is responsible for obtaining appropriate permission to locate these facilities on private property.</p>	A. The proposed course and direction(s) of travel	E. Restroom facilities	B. Parking areas	F. Litter disposal areas	C. Staging areas	G. Rest areas	D. Water stations	
A. The proposed course and direction(s) of travel	E. Restroom facilities									
B. Parking areas	F. Litter disposal areas									
C. Staging areas	G. Rest areas									
D. Water stations										
TRAFFIC CONTROL PLAN & LAW ENFORCEMENT SERVICES CONFIRMATION LETTER										
13.		A professional traffic control plan (TCP) meeting all of the requirements as specified in R920-4-10 is ready and available in PDF format to upload into the Online Permit System. The TCP must have a 24/7 emergency contact name and phone number prominently displayed on p.1.								
14.		If law enforcement personnel are required to aid in facilitating the traffic control plan a copy of the letter confirming the participation from the designated law enforcement agency is complete and available in PDF format to upload into the Online Permit System. The letter must contain the name and phone number for the officer in charge and any emergency contact information (if different).								

**UAC R920-4 Waives certain requirements, specifically marked with three (3) asterisks in this document above, for qualified First Amendment (free-speech) assemblies. Such established waivers do not apply to permit fees and applicants must still conform to all other applicable administrative rule requirements.*

POSSIBLE ADDITIONAL PERMIT REQUIREMENTS

TRAFFIC IMPACT STUDY

- | | | |
|-----|--|--|
| 15. | | Per UAC R920-4-10 (1): In certain circumstances, the Region Traffic Engineer may require the applicant to secure a Traffic Impact Study (TIS) from a qualified traffic engineer firm listed within the Department's pool of certified traffic data providers (see p.35 of this document for the list of certified traffic providers). If a TIS is required as part of the application process the Region Permitting Operations Office will notify the applicant and add the document as a required document within the Online Permit System. |
|-----|--|--|

PUBLIC NOTIFICATION REQUIREMENTS

- | | | |
|-----|--|---|
| 16. | | UAC R920-4-11 outlines pre-event public notification requirements. The proposed size, scale, scope, location, time, duration, and a number of other factors are considered when determining the public notification requirements for a specific special event permit. The Region Permitting Operations Office will aid each applicant in identifying the minimum public notification requirements that must be met prior to permit issuance. This may include, but is not limited to, the installation of multiple variable message signs well in advance of the proposed event date as determined by the Region Permitting Operations Office. All such public notification signage (if required) must remain completely devoid of any event-related advertising and the advertising of any private products or services (no exceptions). |
|-----|--|---|

THIRD-PARTY PERMITS OR APPROVALS

- | | | |
|-----|--|---|
| 17. | | UAC R920-4-13 requires the applicant to procure any additional permit (or approval) that may be required by a city, county, or other governmental agency. UDOT approval does not imply that permits required by other agencies are also approved. |
|-----|--|---|

ADDITIONAL CRITICAL APPLICANT RESPONSIBILITIES

CONTINGENCY (EMERGENCY) PLAN DEVELOPMENT & DISSEMINATION

- | | | |
|-----|--|---|
| 18. | | UAC R920-4-12 outlines the applicant's responsibilities in regards to developing contingency (emergency) plans, and the means by which those plans and any permit-specific terms, conditions, and limitations associated with the permit will be effectively communicated to all event participants. The requirements in this section are critical, because the contingency plan identifies what will happen in the event of an emergency. It is also important, because applicants and event organizers that DO NOT exercise reasonable care in ensuring event participants are effectively following all permit terms, conditions, and limitations are placing the issuance of future special event permits in jeopardy of a two-year restriction for non-compliance with UAC R920-4-5. |
|-----|--|---|

EVENT OPERATIONS & COMPLETION REQUIREMENTS

EVENT START, STOP, OR DELAY CALL-IN NOTIFICATIONS

- | | | |
|-----|--|--|
| 19. | | The permittee is required to notify the Department's Region Permitting Operations Office when the permitted special event begins, when it concludes, and when there is any delay. This contact information is maintained and continuously available here at this web address: www.udot.utah.gov/go/PermitsContact . The appropriate contact information is also available on the automated email that is generated by the Online Permit System when a permit is approved. |
|-----|--|--|

TIME SPAN & EVENT DURATION CONSIDERATIONS

- | | | |
|-----|--|---|
| 20. | | All special event permits are issued with an expressed beginning and end time printed on the permit. It is important for applicants and event organizers to honor these agreed upon beginning and ending times. All event choreography from event setup and staging to event completion and teardown must be fully completed within the specified time-frame. Event participants should also be aware of the time when an event has officially concluded. |
|-----|--|---|

LIMITING & MINIMIZING HIGHWAY IMPACTS

- | | | |
|-----|--|---|
| 21. | | Special events that involve staggered or extended start times need to be compressed to specifically limit and minimize the amount of time traffic lane restrictions are required to be imposed. In almost every case, the smaller the disruption to the traveling public the better. Simply making up event choreography and scheduling activities as they spontaneously unfold, without deliberate advanced planning, is unacceptable. Such a lackadaisical approach unfairly and unnecessarily inconveniences the traveling public. It also discourages broader community-level support and can serve to limit the overall volume of permits issued in a particular area. In short, it is bad for business, so it is imperative for all events to be well-planned, well-organized, and well-executed. |
|-----|--|---|

TRAFFIC CONTROL PLAN CONFORMITY & MAINTENANCE

- | | | |
|-----|--|--|
| 22. | | The traffic control plan approved at the time of permit issuance cannot be deviated from without prior written approval from the Department. The only exception is where exigent circumstances may develop and qualified law enforcement personnel are directing a deviation. Any other deviation may be considered a violation of UAC R920-4-5 and is grounds for future permit denials. In addition, traffic control devices must be routinely inspected at regular intervals from the time they are placed into position on the state highway until they are completely removed from the state highway. The recommendation is for all traffic control to be inspected a minimum of four times per 24 hours of deployment, including night time hours. |
|-----|--|--|

By checking the boxes above I certify and acknowledge that I have read the required checklist, I will adhere to all of the applicable permitting conditions, and that I understand failing to follow all permitting conditions may result in permit denial and/or revocation (including future permits).

Page 36

Applicant Name:		Date:	
------------------------	--	--------------	--

R920-4 Special Road Use or Event

R920-4-1. Purpose, Authority, Scope, and Definitions of Rule.

- (1) The purposes of this rule are to:
 - (a) Ensure the right of Utahns and visitors to speak and protest in public forums and other public places owned or maintained by the Utah Department of Transportation;
 - (b) Encourage and support special events such as parades, runs and walks, bicycle races, and film-related activities, recognizing their importance to Utah's economy and to the well-being of residents of and visitors to Utah;
 - (c) Manage limited resources and multiple requests for the use of the same roadways in a responsible and content-neutral manner;
 - (d) Encourage collaboration with local governments in the review and management of Special Road Uses;
 - (e) Provide guidelines and an appeal process for the review of applications for special road use permits; and
 - (f) Set reasonable time, place, and manner restrictions for the safe use of roadways for free speech events, and set reasonable requirements on other special events on highways and land under the jurisdiction of the Department to protect public safety, persons, and property, and to accommodate the interests of persons not participating in the assemblies to use the roadways for travel;
- (2) This rule is intended to further the following governmental interests:
 - (a) The rights of Utahns to speak, protest, and peaceably assemble;
 - (b) The safety of all participants in, and spectators of, special events;
 - (c) The safety of the travelling public;
 - (d) The ability of emergency service providers to access and care for participants and spectators in special use events, and for residents near to such event;
 - (e) The management of limited resources;
 - (f) Utah's tourism industry and its strong economy;
 - (g) The ability of residents and others not participating in any special event, to travel on the roadways and to access private property without unreasonable disruption; and
 - (h) The protection against unreasonable financial burdens on the Department or the State.
- (3) This rule is authorized by Sections 72-1-201, 72-1-212 and 41-6a-1111 of the Utah Code Annotated. This rule applies to all highways and adjacent rights-of-way under the Department's jurisdiction.
- (4) Definitions.

The following definitions shall apply for purposes of Rule 920-4:

 - (a) The "Applicant" means an individual, corporation, unincorporated association, Local Government, or other organization, seeking a Special Event Permit. "Applicant" also includes any predecessors or successors in interest to the Applicant, and, if the Applicant is an entity, any officers and principals of the Applicant.
 - (b) A "Day" means a calendar day, except as otherwise expressly stated in this Rule.
 - (c) "Department" means the Utah Department of Transportation.

- (d) A "Free Speech Road Use" means a type of Special Road Use conducted for the purpose of persons expressing their political, social, religious, or other views protected by the First Amendment to the United States Constitution and Article I, Section 15 of the Utah Constitution during the event. A "Free Speech Road Use" does not include:
 - (i) Solicitations or events which primarily propose a commercial transaction;
 - (ii) Bicycle races or events;
 - (iii) Foot races, including fun-runs, races, walks, and similar events;
 - (iv) Motorcycle rallies, parades, and similar events; or
 - (v) Use of highways and adjacent rights-of-way for filming.
- (e) "Local Government" means a municipality as defined in Utah Code Subsection 10-1-104(5), a county, or an institution of higher education defined in Utah Code Section 53B-2-101.
- (f) A "Short-Notice Free Speech Road Use" means a type of Free Speech Road Use which arises out of, or is related to, events or other public issues which cannot be reasonably anticipated far enough in advance of the occurrence to allow compliance with the deadlines otherwise required in this Rule. An Applicant bears the burden of demonstrating that a proposed Free Speech Road Use is a Short-Notice Free Speech Road Use.
- (g) A "Special Event Permit" means a permit sought or granted by the Department for a Special Road Use.
- (h) A "Special Road Use" means a use or event taking place on a highway or adjacent to a highway other than normal traffic or lawful pedestrian movement.
 - (i) A Special Road Use includes:
 - (A) A demonstration, rally, vigil, picket line or similar gathering;
 - (B) A parade or march;
 - (C) A bicycle race or event;
 - (D) A foot race, including a fun-run, race, walk, or similar event;
 - (E) A motorcycle rally, parade, ride or similar event; and
 - (F) The use of highways and adjacent rights-of-way for filming.
 - (ii) A "Special Road Use" does not include:
 - (A) Outdoor advertising, regulated by the Protection of Highways Act, Utah Code Section 72-7-501 et seq. and Utah Admin. Code R933-2;
 - (B) Encroachment on, or the placement, construction, or maintenance of, roads, driveways, advertising, and utilities, regulated by Utah Code Section 72-7-701 et seq., and Utah Admin. Code R930-7; and
 - (C) The sole display of unattended signs or banners on or appurtenant to the roadway.

R920-4-2. Permit Required for Special Road Use; Exceptions.

- (1) A Special Event Permit shall be required for any Special Road Use. A Special Road Use shall not occupy the roadway until a permit is issued. A permit shall be obtained by submitting a completed application form to the Department for the particular type of Special Road Use

requested, accompanied by the fees as listed within the Department fee schedule and any other documents or attachments as required by this Rule.

- (2) An Applicant shall send an application to the regional office in which the Special Road Use originates. If the Special Road Use continues through multiple Department Regions, the Department may designate a regional office to coordinate the application process throughout all other affected regions.
- (3) A Special Event Permit shall not be required for activities that occur entirely on a sidewalk, crosswalk, or dedicated pedestrian passageway adjacent to or nearby a roadway so long as:
 - (a) Pedestrians are lawfully permitted to be present in the area;
 - (b) Reasonable measures are taken to ensure that the activity does not encroach upon the roadway or otherwise affect normal vehicular traffic flow; and
 - (c) Non-participating pedestrians have access to the sidewalk or passageway.

R920-4-3. Timeline for Submitting Applications.

- (1) Subject to the requirements of this section, Applicants are encouraged to submit applications for a Special Event Permit as far in advance as is practicable to allow sufficient time for the completion of the application, for the negotiation of any conditions to the application, and for appeal, if permitted.
- (2) A completed application for a Special Event Permit shall be submitted at least 30 days before the proposed Special Road Use. Any applications not received by the specified deadline may be considered by the Department if:
 - (a) The Applicant pays the expedited review fee as defined in R920-4-4, and
 - (b) There is sufficient time to process the application, to coordinate with the Applicant, and to ensure that the Applicant will comply with the terms of the permit.
- (3) No application may be filed more than one year before the proposed event date.
- (4) Subsection (2) does not apply to:
 - (a) A Special Event Permit for a Short-Notice Free Speech Road Use; or
 - (b) A Special Event Permit sought by a Local Government for a Special Road Use if the Local Government is responsible for the supervision and safety of the Special Road Use.

R920-4-4. Fees for Filing Applications; Exceptions.

- (1) An application for a Special Event Permit shall be accompanied by the appropriate nonrefundable review fees as listed within the Department fee schedule. The fees are imposed as a regulatory measure and are charged only to defray the expenses of processing the application, reviewing for acceptability, and monitoring the event to ensure conformity with the intent expressed in Section R920-4-1 above.
- (2) Any Special Event Permit not received by the deadline in subsection (2) of R920-4-3 shall be accompanied with a nonrefundable expedited review fee as listed within the Department fee schedule. Payment of the expedited fee does not guarantee that the Department will process the application.
- (3) Subsection (1) does not apply to:
 - (a) A Special Event Permit sought by a Local Government if the Local Government is responsible for the supervision and safety of the Special Road Use.

- (b) An application for a Special Event Permit for Free Speech Road Use if the Applicant demonstrates, by sufficient evidence, that the payment of the fee would affect the ability of the Applicant to provide for the necessities of life. If an Applicant is an organization, the Department may require proof that the organization's membership is similarly unable to pay.
- (4) Subsection (2) does not apply to a Special Event Permit for a Short-Notice Free Speech Road Use. An application for a Special Event Permit for a Short-Notice Free Speech Road Use shall pay the nonrefundable fee specified in subsection (1), unless one of the exceptions in subsection (3) also applies.

R920-4-5. Restrictions on Special Event Permits.

- (1) The Region Permit Officer shall not issue a Special Event Permit if, in the two years preceding the date of the Application:
 - (a) The Applicant had been granted a Special Event Permit, and the Applicant
 - (i) Violated a condition of the Permit, or
 - (ii) Failed to take reasonable care in preventing the participants in the Special Road Use from violating a condition of the permit; or
 - (b) The Applicant engaged in a Special Road Use without first securing a Special Event Permit.
- (2) The Region Permit Officer shall not issue a Special Event Permit for Special Road Use on an overpass above a highway, if the Special Road Use is intended to draw the attention of the traffic below, and is not an incidental traversing of the overpass as part of the event path.
- (3) The Region Permit Officer shall not issue a Special Event Permit for any portion of the same roadway for a period of more than 24 continuous hours, per Special Road Use.
 - (a) This subsection does not apply to a Special Event Permit sought by a Local Government for a Special Road Use if the Local Government is responsible for the supervision and safety of the Special Road Use.
 - (b) Deviations from provisions of this subsection may be allowed if they do not violate state and federal statutes, law, or regulations, and the use will be for the public good without compromising the transportation purposes of the roadway.
 - (c) Requests for deviations may be considered by the Department on an individual basis, upon justification submitted by the Applicant.
 - (d) In determining whether to grant the deviation, the Region Permit Officer shall consider the Purposes of the Rule as articulated in Rule R920-4-1(1). The Applicant shall have the burden to prove that the deviation is in the public interest and will not substantially affect the ability of residents and others not participating in any special event to travel on the roadways and to access private property without unreasonable disruption. The Region Permit Officer may require the Applicant to provide additional proof, such as a traffic impact study, to satisfy the Applicant's burden for the deviation.

R920-4-6. Applications for Special Event Permits for Non-Free Speech Road Uses.

This section governs the standards for review of all applications for Special Event Permits other than those covered in R920-4-7.

- (1) In addition to an Application for Special Event Permit, the Region Permit Officer shall require the Applicant to provide as necessary:
 - (a) Insurance coverage, waiver and release of damages and indemnification as described in R920-4-9;
 - (b) A traffic control plan as described in R920-4-10;
 - (c) Public notification as described in R920-4-11;
 - (d) A contingency plan, as described in R920-4-12;
 - (e) A route map as described in R920-4-13; and
 - (f) Proof that the applicant has obtained any applicable city, county, or other governmental agency approvals or permits as described in R920-4-14.
- (2) In reviewing any Application for Special Event Permit, the Region Permit Officer may place reasonable restrictions on the Special Road Use. Except as provided by R920-4-5(1), no such restriction shall be based on the identity of the applicant or of persons expected to participate in the Special Road Use. The restrictions include, but are not limited to:
 - (a) A limitation of the total time the permittee may occupy a particular portion of roadway;
 - (b) A limitation on the particular time of day the permittee may occupy the roadway;
 - (c) A limitation on the number of lanes the permittee may occupy on the roadway;
 - (d) A limitation on the number or size of banners or signs any participants may carry on the roadway; and
 - (e) A prohibition on the use of a particular roadway and the requirement of an alternate route.
- (3) The Region Permit Officer may place reasonable terms, conditions, and limitations on a Free Speech Road Use as allowed by this Rule and otherwise required by law. In placing restrictions on the Special Road Use, the Region Permit Officer shall consider:
 - (a) The annual number of other Special Use events scheduled on the roadway;
 - (b) Planned construction or repairs of the roadway or utilities underneath or adjacent to the roadway;
 - (c) The nature of the roadway requested for use, and the volume of traffic normally occupying the roadway at the requested time of use;
 - (d) The amount of time requested for use;
 - (e) The safety of all participants in special events;
 - (f) The safety of the travelling public;
 - (g) The ability of emergency service providers to access and care for participants and spectators in special use events, and for residents near to such event; and
 - (h) The ability of residents and others not participating in any special event, to travel on the roadways and to access private property without unreasonable disruption; and
 - (i) The overall economic impact on nearby businesses and the traveling public resulting from the Special Road Use.
- (4) Applications for Special Event Permits governed by this section shall be processed. If the Region Permit Officer determines the application is incomplete, he or she shall notify the Applicant with a notice of incomplete application once the deficiency is discovered.
- (5) Once the application is complete, the Region Permit Officer shall apply best efforts to provide approval, approval with conditions, or denial of the Application:

- (a) Within 30 days of receipt of a complete application, or seven days before the scheduled event, whichever is earlier.
- (b) In the case of an application submitted along with an expedited fee, within three business days of its receipt as complete.

R920-4-7. Review of Applications for Special Event Permits for Free Speech Road Uses.

This section governs the standards for review of applications for Special Event Permits for Free Speech Road Uses.

- (1) In addition to any Application for Special Event Permit for Free Speech Road Use, the Region Permit Officer shall require the Applicant to provide, as necessary:
 - (a) A traffic control plan as described in R920-4-10;
 - (b) Public notification as described in R920-4-11;
 - (c) A contingency plan, as described in R920-4-12;
 - (d) A route map as described in R920-4-13; and
 - (e) Proof that the applicant has obtained any applicable city, county, or other governmental agency approvals or permits as described in R920-4-14.
- (2) In reviewing any Application for Special Event Permit for Free Speech Road Use, the Region Permit Officer may place reasonable time, place, and manner restrictions on the Free Speech Road Use. No such restriction shall be based on the content of the beliefs expressed or anticipated to be expressed during the Free Speech Road Use, or on factors such as the identity or appearance of persons expected to participate in the assembly.
- (3) In placing reasonable time, place, and manner restrictions on the Special Road Use, the Region Permit Officer shall consider:
 - (a) The annual number of other Special Use events scheduled on the roadway;
 - (b) Planned construction or repairs of the roadway or utilities underneath or adjacent to the roadway;
 - (c) The nature of the roadway requested for use, and the volume of traffic normally occupying the roadway at the requested time of use;
 - (d) The amount of time requested for use;
 - (e) The safety of all participants in special events;
 - (f) The safety of the travelling public;
 - (g) The ability of emergency service providers to access and care for participants and spectators in special use events, and for residents near to such event; and
 - (h) The ability of residents and others not participating in any special event, to travel on the roadways and to access other public and private property without unreasonable disruption.
- (4) The Region Permit Officer may place reasonable terms, conditions, and limitations on a Free Speech Road Use as allowed by this Rule and otherwise required by law. In placing time, place, or manner restrictions on a Free Speech Road Use, the Region Permit Officer shall select restrictions that are tailored to address any identified risks of harm or other articulated governmental interests. The restrictions include, but are not limited to:
 - (a) A limitation of the total time the permittee may occupy a particular portion of roadway;
 - (b) A limitation on the particular time of day the permittee may occupy the roadway;

- (c) A limitation on the number of lanes the permittee may occupy on the roadway;
 - (d) A limitation on the number or size of banners or signs any participants may carry on the roadway;
 - (e) A prohibition on the use of a particular roadway and the requirement of an alternate route, where other restrictions will not protect the governmental interests affected by the Free Speech Road Use, and ample alternatives for speech exist.
- (5) Once the application is complete, the Region Permit Officer shall apply best efforts to provide approval, approval with conditions, or denial of the Application within 30 days of receipt of a complete application, or seven days before the scheduled event, whichever is earlier.
- (6) Applications for Special Event Permit for a Short-Notice Free Speech Road Use shall be processed on an expedited basis, and the Region Permit Officer shall apply best efforts to provide approval, approval with conditions, or denial of the application within three business days of its receipt as complete.

R920-4-8. Special Use Double Booking Conflict Resolution.

- (1) In cases where a double booking conflict arises, the Department will encourage any secondary, or subsequent, Applicant to review the feasibility of collocating with the original Applicant. If collocating proves impracticable, the Department will encourage any secondary, or subsequent, Applicant to offer a viable alternative strategy that meets the needs of all Applicants, while also ensuring adequate public safety measures remain intact.
- (2) For non-Free Speech Special Road Uses, the Department may also rely on local agency assistance with establishing special event permitting priorities and reserves the authority to exercise the discretion in giving priority consideration to an applicant based on an evaluation of historic use, potential economic benefit, and other relevant factors.
- (3) In cases where none of the aforementioned conflict resolution strategies prove effective in remedying a continuing dispute between multiple applicants, and the Department determines that collocating is impracticable, the Special Event Permit will be issued based on the earliest recorded application time and date where the Department has determined the Applicant has fully completed all application requirements.

R920-4-9. Minimum Liability Coverage, Waiver and Release of Damages Form, and Indemnification Form Completion Requirements.

- (1) The Applicant for a Special Event Permit governed by R920-4-6 shall obtain and provide proof of liability insurance at time of application naming the "State of Utah, the Department and its Employees" as an additional insured under the certificate, with a minimum \$1,000,000 coverage per occurrence and \$3,000,000 in aggregate. The name of the insured on the insurance policy and the name of the Applicant shall be identical.
- (2) The Applicant may fulfill the requirements of Subsection (1) by providing
 - (a) Sufficient proof that the Applicant has secured liability insurance for the event required by another governmental entity which meets the minimum coverage requirements contained in Subsection (1), and
 - (b) The Applicant has included the "State of Utah, the Department of Transportation, and its Employees" as an additional insured on the policy.

- (3) The Applicant shall complete the appropriate "Waiver and Release of Damages" and "Indemnification" forms prior to permit issuance. All event participants shall also complete the "Waiver and Release of Damages" form prior to participating in the permitted event.
- (4) The Applicant is responsible for ensuring each participant completes the "Waiver and Release of Damages" form prior to participating in the event. The originating Applicant is the custodian of all signed participant waivers, as specified in subsection (3), and shall produce these upon demand for inspection and review by the Department at any time within 12 months after the completion of the event.

R920-4-10. Traffic Control Requirements and Considerations.

- (1) All traffic control is the responsibility of the Applicant. A traffic control plan, in accordance with R920-1, R930-6 and Department Standard and Supplemental Drawings, shall be provided to, and approved by, the Region Traffic Engineer, or other authorized Department designee. If the Region Traffic Engineer deems it necessary, considering the nature of the Applicant's Special Road Use and the proposed event path, the Applicant may be required to perform and provide a traffic impact study for the Special Road Use.
- (2) Road closures will require appropriate traffic control. Appropriate traffic control may include by uniformed state, county, or local peace officers, or a private company, identified event staff, or physical devices, as determined by the Department.
- (3) The Region Permit Officer may require an alternate route, or alternative time, if the proposed Special Road Use occurs when traffic volumes are high, active road construction is present, an alternate event is already occupying the road, a safer route can accommodate the event, or the event poses a significant inconvenience to the traveling public.
- (4) All railroad crossings and bridges shall be given special attention. The Applicant shall coordinate with the appropriate railroad representatives to ensure the event schedule does not conflict with the operation of the railroad.
- (5) The Applicant shall restore the particular road segment to its original condition, free from litter and, other material changes.
- (6) The Department may monitor and ensure compliance with the terms and conditions of any Special Event Permit, and require the Applicant to pay a monitoring and compliance fee at the rates authorized within the Department's fee schedule.

R920-4-11. Public Notification Requirements.

- (1) As determined by the Region Permit Officer, the Applicant may be required to provide advance notification to the general public regarding the Special Road Use, depending on the nature of the roadway being used, the time of day of the use, and the impact on the non-participating travelling public and adjacent businesses.
- (2) The Region Permit Officer may require the Applicant to inform the general public about the date, time, affected roads, traffic impacts, an estimate of the anticipated length of delay, and other information necessary to provide reasonable notice to the public of the Special Road Use. The methods of notification may include:
 - (a) A news release distributed to all local radio stations, television stations, and newspapers that announce the event and advise residents of alternate routes and potential delays.

- (b) The posting of signs, including variable message signs, along the Special Road Use route for a reasonable period of time prior to the event;
 - (c) Attempts by the Applicant to personally contact residents and businesses along the Special Road Use route;
 - (d) The retention of a dedicated agent or public relations firm to maximize the distribution of the message.
- (3) Any signs required to be posted pursuant to this rule, including any variable message signs, shall not advertise the event itself or any private products or services.

R920-4-12. Contingency Plan and Participant Notification Requirements.

- (1) Considering the nature of the planned Special Road Use, the Applicant shall develop:
- (a) Contingency or emergency plans,
 - (b) Planned rest areas, water facilities, and trash cleanup, and
 - (c) Plans to ensure that participants obey the conditions of the Special Event Permit and all other generally applicable traffic laws, lights, and signs.
 - (d) The Region Permit Officer may require that the Applicant provide notice to participants, bystanders, or the public of all plans enumerated in subsection (1) of this Rule. The amount of and method of notice shall be dependent on the circumstances of the Special Road Use.

R920-4-13. Event Route Identification and Private Property Use Requirements.

The Applicant shall provide a detailed map showing the proposed course and direction of the event. Locations of parking areas, water stations, toilet facilities, and other appropriate information shall also be included on the map if deemed necessary by the Region Permit Officer. These areas cannot be located within the state right-of-way. The applicant is responsible for obtaining appropriate permission to locate these facilities on private property.

R920-4-14. Adherence to Municipal, County, or other Governmental Agency Permitting Requirements.

The Applicant shall procure any applicable city, county, or other governmental agency approvals or permits.

R920-4-15. Appeal.

- (1) An Applicant may appeal the following determinations of a Region Permit Officer:
- (a) Any denial of a Special Event Permit;
 - (b) A denial of a deviation request as described in Rule R920-4-5(3)(b);
 - (c) A determination that a proposed Special Road Use is not a Free Speech Road Use or Short-Notice Free Speech Road Use; and
 - (d) Any time, place, or manner restriction placed on a Special Event Permit for a Free Speech Road Use that the Applicant believes is unreasonable or illegal.
- (2) The following process shall be used for an appeal:
- (a) An Applicant may appeal the determinations described in subsection (1) decision to the Department's Program Development Director,

- (b) Any appeal to the Department's Program Development Director shall be in writing and shall include:
 - (i) A statement of the basis for the objection,
 - (ii) Any supporting documents to be used in the appeal, and
 - (iii) A copy of any written decision issued by the Region Permit Officer.
 - (c) The Department's Program Development Director shall make a decision on appeal, based on the written submissions of the Applicant, and the Department's file.
 - (d) The Department's Program Development Director shall concur with, modify, or overrule the decision of the Region Permit Officer. The decision shall be in writing and shall explain the reasons for the decision.
- (3) Appeals shall be resolved within the following timelines:
- (a) For appeals brought under subsections (1)(c) or (d), the Department's Program Development Director shall issue a decision as soon as reasonably practicable, but no later than three business days after the Department's Program Development Director receives the written appeal.
 - (b) For all other appeals, the Department's Program Development Director shall issue a decision no later than 14 days prior to the planned date of the Special Road Use, or within 30 days after the appeal has been lodged, whichever is later.

KEY: parades, permits, road races, special events

Date of Enactment or Last Substantive Amendment: January 7, 2016

Notice of Continuation: July 12, 2017

Authorizing, and Implemented or Interpreted Law: 41-6a-1111; 41-22-15; 72-1-201; 72-1-212

Important Notice:

Please be advised that Permit Fees are scheduled to increase, effective **May 7th, 2025**

Fee Group	Fee Name and Description	Unit of Measure	Old Fee	New Fee*
Conditional Access Permit (CAP)	Level 1 - Site generated traffic is less than 100 average daily trips (ADT). No proposed modifications to traffic signals or elements of the roadway.	per application	\$75	\$150
	Level 2 - Site generated traffic between 100 and 3,000 ADT or less than 500 peak hour vehicle trips. Minor modifications to traffic signals or elements of the roadway.	per application	\$475	\$860
	Level 3 - Site generated traffic between 3,000 and 10,000 ADT or between 500 to 1,200 peak hour vehicle trips. Proposed installation or modification of one or more traffic signals or elements of the roadway, regardless of project size.	per application	\$1,000	\$1,800
	Level 4 - Site generated traffic greater than 10,000 ADT or there is a proposed installation or modification of two or more traffic signals, addition of travel lanes to the state highway, or proposed modification of an interchange, regardless of project size.	per application	\$2,300	\$4,150
	Violation Fine - Access to a highway without a permit	per day	\$100	\$180
Encroachment Permit	Short Impact (up to 1 week)	per application	\$135	\$250
	Medium Impact (up to 2 weeks)	per application	\$300	\$550
	Long Impact (up to 4 weeks)	per application	\$500	\$900
	Inspection	per hour	\$60	\$100
	Inspection (Overtime)	per hour	\$80	\$150
Special Events	Application Review (Single UDOT Region)	per application	\$250	\$450
	Application Review (Multiple UDOT Regions)	per application	\$500	\$900
	Expedited Review Fee (less than 30 days notice)	per application	\$600	\$1,100
	Event coordination, inspection, and monitoring (Regular Hours)	per hour	\$60	\$110
	Event coordination, inspection, and monitoring (Non-Regular Hours)	per hour	\$80	\$150

* The Utah State Legislature passed a Senate Bill (S.B. 8) which increased these permit fees during the 2025 legislative session.



Form Instructions per Utah Administrative Code R920-4:

1. All event participants must complete this form (including the event organizer/permittee).
2. Form completion is **not required** for qualified First Amendment assembly/free speech events.
3. The event organizer/permittee must retain all completed forms for 12 months after the event and produce a copy of all completed forms for review if requested by the Department.

Event Name:	
Event Date	

Each of us individually (and/or as parent and/or guardian of the named minor) do hereby release, remise, waive and forever discharge the State of Utah, the Utah Department of Transportation, the Utah Transportation Commission, the Utah Highway Patrol, and their officers, agents, and employees from all liability, claims, demands, actions or causes of action whatsoever arising out of or related to loss, or damages and/or injuries, including death, which may result from my participation in the above named event involving roads within the state of Utah:

Print Name:	
Sign Name:	
Parent Signature (if under 18)	
Date:	

**SPECIAL EVENT SPONSOR
WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**

THIS IS A WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT. THE SPECIAL EVENTS PERMIT APPLICANT MUST READ CAREFULLY BEFORE SIGNING.

In consideration for a permit to engage in the following special event activities on a State Highway Facility:

The special events permit applicant hereby acknowledges, represents, and agrees to the following:

1) I understand that the above described activities are or may be dangerous and may involve risks of injury, loss, or damage to myself, my group, or third parties and I freely and voluntarily assume any and all such risks. I further acknowledge that such risks may include, but are not be limited to, bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the permitted event activities.

2) If required by this paragraph, I agree to require each participant or participant group in our special event to execute a WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT for the State of Utah and the Department of Transportation (hereafter referred to as the "Department"), on a form approved by the Department.

Individual Participant Release and Indemnification required? YES ____ NO ____

Participant Group Release and Indemnification required? YES ____ NO ____

3) I assume and agree to defend, indemnify and hold harmless the Department, its officers, officials, employees and volunteers, from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, that arises out of the event or from any activity, work or thing done, permitted, or suffered by the applicant or by a third party during the event, except this waiver and release does not waive liability for any injuries that are the result of willful, wanton, or intentional misconduct by the Department or any person acting on behalf of the Department.

4) The Department may revoke the permit at any time if, by reason of disaster, public calamity, riot or other emergency or exigent circumstances, the Department determines the safety of the public or property requires such immediate revocation. The Department may also revoke any permit issued if the Permit officer finds that the permit has been issued based upon materially false information or if the event exceeds the scope of the permit or fails to comply with any condition of the permit.

5) This WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT shall be effective and in full force and effect at any time after execution and will be binding upon us, and our successors, representatives, heirs, executors, assigns, and transferees. I agree that by executing this Agreement, I have carefully read this Agreement and understand fully its contents; that in executing this Agreement I voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that I intend to be legally bound hereby.

IN WITNESS WHEREOF, THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events permit applicant, acting by and through the undersigned, who represents under penalty of perjury that he or she is properly authorized to execute the same and bind the Special Events Applicant hereto.

PRINTED NAME OF SPECIAL EVENTS APPLICANT:

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

HOLLAND EQUIPMENT CO.



2870 WEST 2100 SOUTH - SLC, UT 84119
PHONE: (801) 972-1601 - FAX: (801) 972-6730

Estimate

Date	Estimate #
10/8/2025	083236SM

Name / Address
DUCHESNE CITY 500 E. Main Street Duchesne, UT 84021

Description	Qty	Price	Total
SKIDPRO X4 INDUSTRIAL CUTTER-72" HF OPEN-5/8" COUPLERS-10" CUTTING CAPACITY -5/8" HIGH FLOW FLAT FACED COUPLERS -BLADE SHIPPING RETAINER KIT BURSH CUTTER REPLACEMENT BLADE KIT QTY 4	1	13,727.30	13,727.30
FREIGHT CHARGES	1	800.00	800.00
Total \$14,527.30			

HOLLAND EQUIPMENT CO.



2870 WEST 2100 SOUTH - SLC, UT 84119

PHONE: (801) 972-1601 - FAX: (801) 972-6730

Estimate

Date	Estimate #
10/14/2025	083259SM

Name / Address
DUCHESNE CITY 500 E. Main Street Duchesne, UT 84021

Description	Qty	Price	Total
NH C334 SKIDSTEER ATTACHMENT SWING ARM BRUSH CUTTER 17-30 GPM PISTON MOTOR W/ 14 PIN HARNESS **** FREIGHT IS INCLUDED**** ALLOW 7 TO 10 DAYS FROM A.R.O.	1	24,314.14	24,314.14
		Total	\$24,314.14



1843 W Highway 40
Roosevelt, UT 84066

www.AgUtah.com

QUOTE - DO NOT PAY

Quote: 01-22180
Date: 10/8/2025

PO:
CustId: DUCHESNECITY-01

Cust Email:
Phone: (435) 738-2464
Salesperson: CoryF
User: CoryF

Bill To:

Duchesne City
Duchesne City

PO Box 974
Duchesne, UT 84021 US

Ship To:

Duchesne City

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
103875 BCSA	QU	Blue Diamond 103875 BCSA NO - Brush Cutter Swing Arm Style 1: Piston Motor 2: Case Drain 3: 17-30 GPM 4: Wire Harness Total 103875 BCSA	1.0000	Y	\$22,500.00		\$22,500.00
Total:							\$22,500.00
Totals							
Utah State:					Sub Total:		\$22,500.00
						\$1,518.75	
					Total Tax:		\$1,518.75
					Invoice Total:		\$24,018.75

Thank You for your Business!

Due & Payable before the 10th of month. Finance charge of 2% per month (24% annum) w/min Billing fee of \$2.50 charged on all past due amounts. 25\$ Collection Fee after 60 days. Purchaser agrees to pay reasonable attorneys fees, with or without suit & other costs of suit or Collections. Sales charged to customer's CNH Capital account subject to terms of CNH agreement. No parts returned after 15 days. 25% restocking fee on special ordered parts. Page 52



1843 W Highway 40
Roosevelt, UT 84066

www.AgUtah.com

QUOTE - DO NOT PAY

Quote: 01-22199
Date: 10/20/2025

PO:
CustId: DUCHESNECITY-01

Cust Email:
Phone: (435) 738-2464
Salesperson: CoryF
User: CoryF

Bill To:

Duchesne City
Duchesne City

PO Box 974
Duchesne, UT 84021 US

Ship To:

Duchesne City

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
40298 / 11329	UN	LandPride AP-SC4072 Yr: 2025 S/N: 1193480K LP - SKID CUTTER HD 72"	1.0000		\$9,900.00		\$9,900.00
Total:							\$9,900.00
Totals							
Sub Total:							\$9,900.00
Total Tax:							\$0.00
Invoice Total:							\$9,900.00

Thank You for your Business!

Due & Payable before the 10th of month. Finance charge of 2% per month (24% annum) w/min Billing fee of \$2.50 charged on all past due amounts. 25\$ Collection Fee after 60 days. Purchaser agrees to pay reasonable attorneys fees, with or without suit & other costs of suit or Collections. Sales charged to customer's CNH Capital account subject to terms of CNH agreement. No parts returned after 15 days. 25% restocking fee on special ordered parts. Page 53

SWING ARM BRUSH CUTTER

The **Blue Diamond® Skid Steer Swing Arm Brush Cutter** is a great implement to add to your collection. It is designed for cutting banks, right of ways, and fence lines. The cutter also works great for clearing pond banks and cutting trails because of its significant reach advantage over a typical cutter.



APPLICATIONS INCLUDE:

- Landscaping and property maintenance
- Agricultural applications
- Trail and road maintenance

KEY FEATURES

- ◆ 44" cutting width
- ◆ 4" cutting capacity
- ◆ Horizontal reach 8', Vertical reach 16'
- ◆ Reach advantage over our typical cutter
- ◆ Can be used as a side cutter
- ◆ Direct drive with 14-20 GPM or 17-30 GPM motor options with max 4,000 PSI
- ◆ 3" x 16" tilt cylinder on swing arm
- ◆ Two double-sided 5/8" AR400 Blades
- ◆ Case drain required
- ◆ Optional universal, 8-pin, or 14-pin wiring harnesses are available
- ◆ Minimum skid steer weight is 6,500 lbs



3" x 16" tilt cylinder



Two double-sided blades on a 5/8" thick blade carrier

PART NUMBER	MODEL	MOTOR	MIN-MAX FLOW	WEIGHT
103870	44" Swing Arm Brush Cutter	Geroler	14-20 GPM	845 lbs
103875	44" Swing Arm Brush Cutter	Piston	17-30 GPM	1,203 lbs

*NOTE: Tracked loaders will provide superior stability compared to a non-tracked unit.

ORDINANCE #25-1

AN ORDINANCE BY THE CITY COUNCIL OF DUCHESNE CITY IMPLEMENTING A ZONING ORDINANCE TO CREATE AN AIRPORT OVERLAY ZONING DISTRICT PROTECTING THE DUCHESNE MUNICIPAL AIRPORT

WHEREAS, Duchesne City owns and operates the Duchesne Municipal Airport; and,

WHEREAS, to qualify for funding from the Federal Aviation Administration (hereafter "FAA"), Duchesne City has adopted an Airport Master Plan and will adopt an Airport Overlay Zoning District to regulate development in proximity of the Duchesne Municipal Airport; and,

WHEREAS, the Duchesne Municipal Airport Runway Protection Zone, Inner Approach/Departure Zone, Inner Turning Zone, Outer Approach/Departure Zone, Sideline Zone and Traffic Pattern Zone extend outside of the corporate limits into Duchesne City jurisdiction as shown on Duchesne City Municipal Airport Land Use Compatibility Overlay Zones Map, (Exhibit 1) which can be found at the Duchesne City Office or in the Master Plan; and

WHEREAS, the Utah Legislature, during the 2023 General Session, passed House Bill 206, which requires cities to adopt airport overlay zoning regulations to protect airports from incompatible development and safety hazards; and

WHEREAS, Duchesne City's future growth is likely to trend toward the vicinity of the airport due to topographic and other constraints; and

WHEREAS, overly restrictive land use regulations near the Duchesne Municipal Airport could constitute a taking without just compensation unless Duchesne City were to acquire such properties; and

WHEREAS, the Duchesne City Council desires to implement an airport overlay zoning district municipal code known as Title 10, Chapter 15, Airport Overlay

WHEREAS, the Duchesne City Planning and Zoning Commission conducted a public hearing on January 13th, 2025, regarding this proposed ordinance and has recommended approval; and

WHEREAS, the Duchesne City Council conducted a public meeting regarding this proposed ordinance on January 28, 2025 and accepted the Planning and Zoning Commission recommendation.

WHEREAS, said H.B. 206 requires the overlay zone to be in compliance with 14 C.F.R. Part 77; and U.S. Code Title 72 Chapter 10; and

WHEREAS, this ordinance #25-1 is intended to satisfy those requirements,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUCHESNE, UTAH, THAT THE FOLLOWING CHAPTER WILL BE ADDED TO TITLE 10, AS CHAPTER 15 – AIRPORT OVERLAY OF THE MUNICIPAL CODE AS FOLLOWS:

**TITLE 10
CHAPTER 15
AIRPORT OVERLAY**

SECTION I

15.1.1 Purpose

- A. It is the purpose of this section to regulate and restrict the height of structures and objects of natural growth, and otherwise regulate the use of land, in the vicinity of the Duchesne City Municipal Airport by creating the appropriate zones and establishing the boundaries thereof; defining certain terms used in this section, and referring to the Duchesne City Municipal Airport Land Use Compatibility Overlay Zones Map, which can be found at the Duchesne City Office or in the Master Plan, and providing for enforcement.

15.1.2 Findings

- B. Pursuant to passage by the Utah State Legislature of H.B. 206, Duchesne City finds that:
1. It is necessary and in the interest of the public health, public safety and general welfare that the creation or establishment of obstructions that are hazardous to air navigation be prevented; and
 2. The encroachment of noise sensitive or otherwise incompatible land uses within certain areas as set forth in this section may endanger the health, safety and welfare of the owners, occupants, or users of the land in proximity to the Duchesne City Municipal Airport;
 3. The Duchesne City Municipal Airport fulfills an essential community purpose.

15.1.3 Applicability

- C. The provisions of this section shall apply to all lands, buildings, structures, natural features or uses located within those areas that are defined by the airport overlay district and designated on the Duchesne Airport Airspace map found in the Airport Layout Plan (ALP), which identifies areas of height limitations and the Duchesne City Municipal Airport Land Use Compatibility Overlay Zones Map (Exhibit 1).

15.1.4 Definitions

- D. The following definitions shall apply in the Duchesne Municipal Airport Overlay District:
1. "Airport" means the Duchesne Municipal Airport.
 2. "Airport elevation" means the highest point of the airport's usable landing area measured in feet above sea level. The Duchesne Municipal Airport is five thousand eight hundred thirty (5,830) feet above mean sea level.
 3. "Airport-compatible land uses" means those land uses that can coexist with a nearby airport without constraining the safe and efficient operation of the airport or exposing people living or working nearby to potential negative environmental or safety impacts. Airport-compatible land uses do not create airspace obstructions and hazards to safe navigation (such as tall structures, light, glare, electronic/radio, smoke, steam, or other atmospheric interference emanating from nearby land uses). Airport-compatible land uses do not attract birds and other wildlife hazards to

the airport and its immediate environs and do not bring high concentrations of people within airport runway protection zones. The entity authorized to determine what constitutes an airport-compatible land use, in terms of the impact on the airspace, is the FAA, via issuance of a Determination of No Hazard to Air Navigation or a finding that the applicant does not exceed the criteria of the FAA Notice Criteria tool. The City land use authority determines what constitutes an airport compatible land use, based on consultation with the City and guidance found in Advisory Circular 150/5190-4B (or latest edition)

(https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5190-4) and in the State of Utah's land use guidebook:

https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5190-4 and <https://luau.utah.gov/wp-content/uploads/Airports-and-Land-Use-Guide-8-2018-Version-WEB.pdf>

4. "Approach surface" means an imaginary surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 15.1.5 F below. The perimeter of the approach surface coincides with the perimeter of the approach zone in plan view.
5. "Approach, Transitional, Horizontal, and Conical Zones." These zones are defined in Section 15.1.5 E below.
6. "City" means the City of Duchesne, Utah.
7. "Conical surface" means an imaginary surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) to one (20:1) for a horizontal distance of four thousand (4,000) feet.
8. "County" means Duchesne County, Utah.
9. "FAA Form 7460-1, Notice of Proposed Construction or Alteration" means a form which the Federal Aviation Administration requires to be completed by anyone who is proposing to construct or alter an object that could affect airspace and allows the FAA to conduct an airspace analysis to determine whether the object will adversely affect airspace or navigational aids. More information regarding this requirement can be found on the FAA website.
10. "FAR Part 77 surfaces" means imaginary airspace surfaces, per Part 77 of 49 CFR of the Federal Aviation Regulations, established with relation to each runway of an airport. There are five types of surfaces: (1) primary; (2) approach; (3) transitional; (4) horizontal; and (5) conical.
11. "Hazard to air navigation" means an obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.
12. "High Density Residential" means residential development greater than four dwelling units per acre.
13. "Horizontal surface" means a horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which plane coincides with the inner perimeter of the conical surface.
14. "Low Density Residential" means residential development of one dwelling unit per acre or less.
15. "Obstruction" means any permanent or temporary structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section 15.1.5 F below.
16. "Person" means an individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity, including a trustee, receiver, assignee, or similar representative of any of them.

17. "Primary surface" means a surface longitudinally centered on a runway. The primary surface has a width and distance beyond each end of the runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The primary surface at Duchesne Municipal Airport is five hundred (500) feet wide and extends two hundred (200) feet beyond runway end.
18. "Runway" means a defined area on an airport prepared for landing and takeoff of aircraft along its length, at the Duchesne Municipal Airport.
19. "Structure" means an object (including a mobile object extending 15 feet or more above a roadway surface, 17 feet or more above a highway surface or 23 feet or more above a railroad surface) constructed or installed by persons, including, but not limited to buildings, towers, cranes, smokestacks, earth formations, and overhead transmission lines.
20. "Transitional surfaces" means those imaginary surfaces extending outward at ninety (90) degree angles to the runway centerline at a slope of seven feet horizontally for each foot vertically, from the sides of the primary and approach surfaces to where they intersect with the horizontal and conical surfaces.
21. "Tree" means any vegetation of natural growth of 7 feet.

15.1.5 Airport Height Limitation Zones

- E. In order to carry out the purposes of this section, zones are established which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces and conical surfaces as they apply to the Duchesne Municipal Airport. The zones are shown on the Duchesne Municipal Airport Part 77 Surfaces Map, which is a part of the Duchesne Airport Layout Plan (ALP). A parcel located in more than one zone is considered to be only in the zone with the more restrictive height limitation. The various zones are defined as follows:
 1. Approach Zone. The inner edge of this approach zone coincides with the width of the primary surface and is two hundred fifty (250) feet wide for Runways at Duchesne Airport. The approach zone expands uniformly to the width of one thousand two hundred fifty (1,250) feet at a horizontal distance of ten thousand (10,000) feet from the primary surface end. Its centerline is the continuation of the centerline of the runway.
 2. Transitional Zone. Transitional zones are the areas beneath the transitional surfaces.
 3. Horizontal Zone. Horizontal zones are established by swinging arcs of ten thousand (10,000) feet radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. Horizontal zones do not include approach and transitional zones.
 4. Conical Zone. Conical zones are established as the area commencing at the periphery of the horizontal zones and extending outward and upward twenty (20) to one (20:1) therefrom for a horizontal distance of four thousand (4,000) feet.
- F. Height limitations. No structure shall be erected, altered, or maintained and no tree shall be allowed to grow in any zone, as defined in this section, to a height in excess of the applicable height limit established for that zone. The applicable height limitations for each of the zones are established as follows:
 1. Approach Zone. Slopes twenty (20) feet outward for each foot upward (20:1) beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of ten thousand (10,000) feet along the extended runway centerline.

2. Transitional Zones. Slopes seven feet outward for each foot upward (7:1) beginning at the sides of and at the same elevation as the primary surface and the approach surface and extending to a height of one hundred fifty (150) feet above the airport elevation.
3. Horizontal Zone. One hundred fifty (150) feet above the airport elevation or at a height of five thousand nine hundred eighty (5,980) feet above mean sea level.
4. Conical Zone. Slopes twenty (20) feet outward for each foot upward (20:1) for four thousand (4,000) feet beginning at the periphery of the horizontal zone to a height of six thousand one hundred eighty (6,180) feet above mean sea level.

G. Safety Measures. No use may be made of land or water within any zone defined herein so as to:

1. Create electrical interference with the navigational signals or radio communications between the airport and aircraft;
2. Make it difficult for pilots to distinguish between airport lights and others; no new or expanded industrial, commercial, recreational or residential use shall project lighting directly onto an existing runway, taxi way, or approach/departure surface except where necessary for safe air travel;
3. Results in glare in the eyes of pilots using the airport or impair visibility in the vicinity of the airport;
4. Create bird strike hazards; or
5. Otherwise endanger or interfere with the landing, take-off or maneuvering of aircraft intending to use the airport.

H. Airport Safety Compatibility Zones (ASCZ). Zones described below are shown on the Duchesne Municipal Airport Land Use Compatibility Overlay Zones Map (Exhibit 1). A parcel located in more than one zone is considered to be only in the zone in which the majority of the parcel is located.

1. Zone 1 - Runway Protection Zone (RPZ), Zone 2 - Inner Approach/ Departure Zone, Zone 3 - Inner Turning Zone, Zone 4 - Outer Approach/Departure Zone, and Zone 5 - Sideline Zone (depicted as Airport Safety Compatibility Zone 1-5 on Exhibit 1: Potentially incompatible land uses within these zones are low and high density residential, places of public assembly such as churches, schools (K-12), colleges, hospitals, shopping centers and other uses with similar concentrations of persons, asphalt plants, sand and gravel mining rock crushing, fuel storage facilities or the storage or use of significant amounts of materials which are explosive, flammable, toxic, corrosive, or otherwise exhibit hazardous characteristics. Hazardous wildlife attractants including waste disposal operations, water management and storm water facilities with above-ground water storage, and manmade wetlands shall not be allowed within these zones. Notwithstanding the above, airport-compatible land uses, as defined herein, are allowed in Zones 1-5; provided that the applicant has documented to the City that their proposal has either not exceeded the FAA Notice Criteria, after querying the FAA pursuant to 14 C.F.R. Part 77 or has applied for and the FAA has issued a Determination of No Hazard to Air Navigation for the project; the associated conditions of approval are met and the City deems the proposed use compatible. However, the storage or use of materials which are explosive, flammable, toxic, corrosive, or otherwise exhibit hazardous characteristics, oil storage tanks, and similar facilities for the storage of oil or related produced hydrocarbons from oil and gas drilling and production facilities is expressly permitted as an airport-compatible land use, subject to the FAA and conditional use permit approval process (see Section 15.1.5 (H) (2) below).

2. Oil and Gas Drilling and Production in All Zones: Notwithstanding anything to the contrary herein, activities directly or indirectly related to or necessary for exploring for, developing, producing, storing and transporting oil and gas, along with all associated hydrocarbon and non-hydrocarbon substances, are Airport compatible land uses and are allowed in all zones provided that the operator has documented to the City that their proposal has either not exceeded the FAA Notice Criteria, after querying the FAA pursuant to 14 C.F.R. Part 77 or has applied for and obtains a Determination of No Hazard to Air Navigation from the FAA for each surface location prior to the commencement of surface disturbance and any associated conditions of FAA approval are met. The Oil and Gas drilling and production facility operator shall provide the City with a copy of said confirmation from the FAA of not exceeding the FAA Notice Criteria pursuant to 14 C.F.R. Part 77 or the Determination of No Hazard to Air Navigation. If the FAA determines the operator has not exceeded the FAA Notice Criteria pursuant to 14 C.F.R. Part 77 or issues the foregoing Determination of No Hazard to Air Navigation no further permits or approvals will be required from the City under this Ordinance, but other sections of the Zoning Ordinance may require a conditional use permit.

I. Permits for Future Uses.

1. Except as specifically provided in this section, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone defined in this section unless a permit shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to determine whether the resulting use, structure, or tree would conform to the provisions of this section. Certain applications may be forwarded to the FAA for a determination whether the proposal constitutes an airport-compatible land use. No permit for a use inconsistent with the provisions of this section shall be granted unless a variance has been approved in accordance with this section. All permit applications within the airport overlay district shall, in addition to being reviewed through the standard development review process, be subject to the following:
 - a. All developments, permits or plats with proposed buildings and/or structures found to be within twenty (20) feet of any of the height limitations described in Section 15.1.5 F above and/or all buildings and structures over two hundred (200) feet in height must submit a site plan, building elevations and an FAA Form 7460- 1 to the City. Upon review, further documentation shall be required, if more accurate data is necessary for a determination of impact, including detailed surveys by a licensed land surveyor.
 - b. All developments, permits or plats falling within the ASCZs described in Section 15.1.5 H above associated with special use permits, variances or existing nonconforming uses must also submit a site plan to the City for review.
 - c. In the area lying within the limits of an approach zone, horizontal zone and conical zone, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground except when, because of terrain, land contour, or topographic features, the tree or structure would extend above the height limits prescribed for such zones.
 - d. Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction or alteration of any structure or growth of any tree in excess of any height limits established by this section.

- e. Future uses must meet the definition of an "airport-compatible land use" in order to be placed in any of the six Airport Safety Compatibility Zones listed above.
 - f. Approval of cellular and other communications or transmission towers located within any height limitation zone described within Section 15.1.5 E above shall be conditioned to require their removal within ninety (90) days of the discontinuance of use.
- 2. Existing Uses. No permit shall be granted that would allow the establishment or creation of an obstruction, or permit a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this section.
- 3. Nonconforming Uses Abandoned or Destroyed. Whenever the City determines that a nonconforming tree or structure has been abandoned, or more than eighty (80) percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such a structure or tree to extend above the applicable height limit or otherwise deviate from the zoning regulations.
- 4. Variances.
 - a. Any person desiring to erect or increase the height of any structure, or permit the growth of any tree, or use property not in accordance with the provisions of this section, may apply to the City for a variance. The application for variance shall be accompanied by a Determination of No Hazard to Air Navigation from the FAA
 - b. A variance shall be allowed where it is found that a literal application or enforcement of this section will result in an unnecessary hardship and relief granted will not be contrary to the public interest; will not create a hazard to air navigation; will do substantial justice; and will be in accordance with the purposes of this section.
- 5. Obstruction Marking and Lighting. Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of this section, be conditioned to require the owner of the structure or tree in question to install, operate, and maintain, at the owner's expense, necessary markings and lights. If deemed proper by the City, or FAA, this condition may be modified to require the owner to permit the city, at its own expense, to install, operate and maintain the necessary markings and lights.
- 6. Conditional Use Permit. Any use allowed conditionally under the City zoning code, which will be located in an Airport Safety Compatibility Zone, shall be treated as a conditional use under that code and shall be subject to all provisions and procedures required for conditional uses. However, the proposed use must qualify as an airport-compatible land use. The decision shall be made by the Duchesne City Council, after receiving a recommendation from the Duchesne City Planning and Zoning Commission and the FAA.

J. Nonconforming uses.

- 1. Effect Not Retroactive. The provisions of this section shall not be construed to adversely affect any existing structure or use as of its effective date, nor require any change in the construction, alternation or intended use of any prior structure, the construction or alternation of which was begun prior to its effective date, so long as it is diligently pursued to its completion.
- 2. Marking and Lighting. The owner of any existing nonconforming structure or tree is required to permit the installation, operation, and maintenance of markers and lights deemed necessary by the operation authority of the airport to indicate to the operators of aircraft the presence of

obstructions. The markers and lights shall be installed, operated, and maintained at the expense of the operating authority of the airport.

K. Disclosure.

1. To all extents possible, property owners and potential property buyers should be made aware of the following disclosure. The disclosure statement shall be recorded on all approved subdivision plat, minor subdivision plats, conditional use permits, agreements, deeds and building permits within any of the identified zones in Section 15.1.5 E or 15.1.5 H above:

"Properties near the Duchesne Municipal Airport within confines of Duchesne City limits may be subject to varying noise levels and vibration. Properties near the airport may be located within height and use restriction zones as described and illustrated by Federal standards and regulations and Duchesne City. There is the potential that standard flight patterns will result in aircraft passing over the properties at low altitudes and during all hours of the day. Generally, it is not practical to redirect or severely limit airport usage and/or planned airport expansion. Developments near the airport should assume that at any given time there will be some impact from air traffic."

SECTION II – SEVERABILITY

If any court of competent jurisdiction declares any Section of this Ordinance invalid, such decision shall be deemed to apply to that Section only and shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared invalid.

SECTION III – EFFECTIVE DATE

This ordinance shall take effect immediately upon its being passed by the City Council and will remain valid until January 31, 2026.

PASSED AND ADOPTED by the City Council of Duchesne City, Utah on this 11th day of February 2025.


Rodney Rowley, Mayor

Attest:

Myra Young

Myra Young, City Recorder