Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

NOTICE OF MEETING
OF THE
KANAB CITY COUNCIL

Notice is hereby given that the Kanab City Council will hold a regular council meeting on the **18th day of November 2025**, in the City Council chambers at the Kanab City Office, **26 N 100 E, Kanab, Utah**. The Council Meeting will convene at 6:30 p.m. and the agenda will be as follows:

WORK MEETING

1) **MAYOR AND COUNCIL BUSINESS – LIAISON REPORTS**

2) **CITY STAFF BUSINESS**

BUSINESS MEETING

1) **CALL TO ORDER AND ROLL CALL**

2) **PUBLIC COMMENT PERIOD:** Members of the public are invited to address the Council. Participants are asked to keep their comments to 3 minutes and follow the rules of civility outlined in Kanab Ordinance 3-601.

3) **CONSENT ITEMS:** (Consent items contain routine, non-controversial items that require City Council action but need little or no City Council deliberation).

   A) Approval of City Council Minutes:
   Regular City Council Meeting – October 14, 2025
   Special City Council Meeting – October 21, 2025

   B) Approval of Accounts Payable Vouchers
   Accounts Payable October 14, 2025 $212,538.97
   Accounts Payable October 22, 2025 $151,515.49
   Accounts Payable October 29, 2025 $57,382.62
   Accounts Payable November 3, 2025 $101,640.10

4) **BOARD COMMISSION, COMMITTEE APPOINTMENTS:**
   None at this time

5) **PRESENTATIONS:**

A) Recognition of Kanab City Library for receiving the 2025 Utah Quality Library Award.
B) Fire Department Awards:
   i) Advancing the Line Award: Alex Broadbent
   ii) I'm On My Way Award: Amy Syrett
   iii) Rock Solid Award: Spencer Mosdell

6) PUBLIC HEARING ITEMS:
None at this time.

7) ACTION ITEMS READY FOR VOTE:
A) Discussion and consideration of a minor subdivision for parcel K-17-19-Annex, located approximately 850 S HWY 89A. Splitting a commercial lot into two separate lots. (Applicant Red Sands Geomatics/Bryant Reese).
B) Discussion and consideration of a resolution canvassing the November 4, 2025 municipal election returns.
C) Discussion and consideration of award of the Insurance Broker Services RFP
D) Discussion and consideration of award of the Public Defender RFP
E) Discussion and consideration of award of the Appeals Hearing Officer RFP
F) Discussion and consideration of issuing an RFP for pavement preservation at the Kanab Municipal Airport.
G) Discussion and consideration of an ordinance amending Kanab City's General Ordinance Chapter 9- Business Licenses. The purpose of the amendment is to update the regulations of special events and to allow for-profit events in city limits.
H) Discussion and acknowledgement of equipment and supply purchases reimbursed by the Kane County Human Services SSD for Water Line Relocation.
I) Discussion and consideration of an acoustic assessment of the City's sewer line system.

8) ITEMS FOR DISCUSSION:
A) Discussion on Utah House Bill 48 and the Wildland Urban interface areas required within Kanab City.
B) Presentation and review of Q1 financials

9) REVIEW AND DISCUSSION OF THE DECEMBER 9, 2025 CITY COUNCIL MEETING AGENDA.

ADDITIONAL NOTICES:
Times listed for each item on the agenda may be accelerated, as time permits, or taken out of order.
The public comment period and public hearings are intended for the public to provide input to the Council or to pose questions individuals believe the Council and City staff should consider. Public hearings are not intended for individual members of the public to engage in conversation. While questions may be posed by a member of the public, the Council and City staff will attempt to refrain from answering or engaging in conversation during the public hearing.
An item listed on the agenda may be discussed in a closed portion of the public meeting, in which the public may be excused, if it meets the criteria outlined in the Open and Public Meetings Act (*see* Utah Code 52-4-204 and -205).
If you are planning to attend this public meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City eight (8) or more hours in advance of the meeting, and we will try to provide whatever assistance may be required. Please contact Celeste Cram at the Kanab City offices.

Kanab City Council Meeting
October 14th, 2025
Kanab City Offices
26 North 100 East
6:30 PM

Work Meeting

1. **Mayor and Council Business – Liaison Reports**

Liaison Report

Councilmember Chamberlain – Absent
Councilmember Banks – The Arts board is having the Arts Festival on October 18th, also the Library is staying busy.
Councilmember Corry – None
Mayor Johnson – Recreation just finished football, and 5/6th and 7/8th grade teams won the central Utah football league championship. Basketball tryouts start tomorrow. They also got the K on K-Hill lit up.
Councilmember Heaton – The new police officer starts post tomorrow.
Councilmember Colson – None

City Staff Business – Special Meeting next Tuesday the 21st at 6:30 pm.

Business Meeting

Call to Order and Roll Call – Mayor Johnson called the meeting to order. Councilmember Heaton offered the invocation. Councilmember Colson led the pledge of allegiance.

In attendance: Mayor Johnson; Councilmember Corry, Councilmember Banks, Councilmember Heaton, Councilmember Colson; City Manager Kyler Ludwig; Building Inspector & Land Use Coordinator Janae Chatterley; Recorder Celeste Cram and City Attorney Kent Burggraaf.

Not in attendance – Councilmember Chamberlain

Work Meeting 6:00 pm:
Piute Tribe is considering purchasing the Red Stone Theatre and is wanting to work with the City to create a space that will be beneficial to the community. Just wanting to keep and open line of communication with the council. The council had discussion with the Chairman of the Kaibab Band of Piute Indians, Alex Rodriguez, and John McLellan about what their plans are with the property. They

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inquired about the home on the property being classified as a historical home and what that would entail as far as changing things about it.

2. **Public Comment Period – None.**

3. **Consent Items: (Consent contain routine, non-controversial items that require City Council action but need little or no City Council deliberation).**

    a. **Approval of City Council Minutes:**
        September 9th, 2025 City Council Meeting.
    b. **Approval of Accounts Payable Vouchers**
        i. **Accounts Payable September 11, 2025 $720.00**
        ii. **Accounts Payable September 16, 2025 $176,346.39**
        iii. **Accounts Payable September 23, 2025 $135,884.53**
        iv. **Accounts Payable September 30, 2025 $38,254.37**
        v. **Accounts Payable October 7, 2025 $1,048,965.41**

Councilmember Corry made a motion to approve the consent items as listed in the packet. Councilmember Heaton seconds, unanimous vote. Motion passed**.**

4. **BOARD COMMISSION, COMMITTEE APPOINTMENTS: None at this time.**

5. **PRESENTATIONS:**

    a. **Employee Recognition- Life-saving actions by Kanab City Police Officer.**

Mr. Ludwig stated that on September 11, 2025, Officer Trevan Harris of the Kanab City Police Department responded to a serious two-vehicle accident on Highway 89, just north of Kanab. Officer Harris was the first on scene and acted decisively under critical conditions. One passenger was deceased, a second victim was critically injured and trapped, and a third had a life-threatening injury. Officer Harris's rapid assessment and application of a tourniquet saved the injured man's life. His medical training, calm demeanor, and immediate response under pressure have been recognized by the Kanab Fire Chief and the Utah Highway Patrol.

Officer Harris's actions exemplify the highest standards of public service, emergency response, and dedication to the well-being of others. His ability to transition seamlessly from law enforcement duties to providing lifesaving medical aid demonstrates the exceptional value of his cross-disciplinary training. Chief Cram spoke to the council, and told them how much of a difference having Officer Harris made and how thankful he is to have him on his department.

    b. **Employee Recognition- State and national meter building competition.**

Mr. Ludwig stated that Mike Waters, of the Kanab City Public Works Department, has consistently demonstrated exceptional skill our Public Works Department. In 2024 and again in 2025, Mike earned

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first place at the Utah Rural Water State Meter Building Competition, distinguishing himself as the top meter builder in the state for two consecutive years. These wins qualified him to represent Utah at the National Rural Water Association Conference.

At the 2025 national competition, held in New Orleans, Louisiana, Mike placed 5th in the nation, competing against top utility professionals from across the country. His placement reflects a high degree of competence, focus, and professionalism.

Mike's accomplishments are not only a testament to his personal dedication and technical proficiency, but also an indicator of the strength and quality of Kanab City's Public Works training and operational standards. Participation in these competitions supports professional development and encourages a culture of excellence within the City's utility services.

c. Utah Department of Natural Resources – Presentation on inspection program for invasive aquatic species.

Bruce Johnson, Lieutenant of the Utah Division of Law Enforcement, came and spoke to the council about how many vessel inspections they have completed at their different inspection locations and how they have been able to keep most of the lakes at 0% contamination other than Lake Powell being infected. He continued to speak to the council to help educate and inform them.

6. PUBLIC HEARING ITEMS:

a. Discussion and consideration of an ordinance amending Kanab City's General Ordinance Chapter 9- Business Licenses. The purpose of the amendment is to update the regulations of special events and to allow for-profit events in city limits.

Mr. Ludwig stated that Kanab City seeks to update its regulation of special events through a complete rewrite of Section 9-06 of the Business Licenses and Regulations Ordinance. Historically, Kanab's code only allowed non-profit special events, and for-profit events were permitted on a case-by-case basis outside the scope of staff authority or clear regulatory standards. As a result, many events particularly those involving camping, amplified entertainment, or vendor sales have occurred outside of traditional zoning allowances. These inconsistencies have led to growing staff concerns related to enforcement limitations, neighborhood impacts, and unclear expectations for applicants and event hosts.

The City has seen growing interest in both community events and private gatherings, reflecting broader regional trends. In some cases, event types hosted in neighboring communities have drawn public attention or concern due to their political, cultural, or social nature. Under the protections of the First Amendment, Kanab City may not regulate events based on content but may impose reasonable restrictions on time, place, and manner. The proposed ordinance acknowledges this legal framework and establishes a consistent permitting process that may apply to events some may find controversial, while ensuring compliance with constitutional standards.

The proposed Section 9-06 introduces a comprehensive framework for special event regulation, including:

1. **Purpose and Structure**

• Establishes a neutral, transparent permitting process.

• Balances public access with organized events that support tourism, culture, and economic activity.

2. **Tiered System for Events**

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• Defines three tiers of events based on size and impact.
• Provides flexibility for small gatherings (Tier 1- Less than 100 participants) and robust requirements for larger public events (Tier 2: 101-500 and Tier 3 501+).

3. **Clear Definitions**
• Includes detailed terms for different event types (e.g., filming, races, markets, parades, etc.).
• Clarifies the differences between City events, City-sponsored, and City-partnered events.

4. **Permit and Application Process**
• Sets clear timelines: 45-day minimum for most events; 14-day minimum for Tier 1 events.
• Introduces an Events Review Committee (ERC) for coordinated internal review.
• Requires written use agreements for approved events.

5. **Insurance and Risk**
• Specifies insurance coverage thresholds based on event type and risk.
• Allows for reduced requirements for low-risk (Tier 1) events.
• Requires signed indemnification and liability waivers.

6. **Fees and Waivers**
• Establishes cost recovery and application fees.
• Allows City Manager approval for fee waivers to government entities.
• Requires City Council approval for waivers requested by nonprofit or private groups.

7. **Use and Limitations**
• Includes Table 1 showing where different event types are permitted and the number of event days allowed per month for each location.
• Protects residential areas from overuse and maintains regular access to parks and trails.

8. **Denials, Appeals, and Enforcement**
• Lists clear grounds for permit denial (e.g., prior violations, falsehoods, site limitations).
• Establishes a standard and expedited appeals process.
• Violations may lead to permit suspension and two-year or permanent bans.

9. **Additional Requirements**
• Mandates neighborhood notification for high-impact events.
• Requires sales tax collection plans for vendor-inclusive events.
• Grants access for City inspections to ensure compliance.

- Enter Public Hearing -

Public Comment:

TJ Reidhead: Mr. Reidhead stated that insurance requirements and booking would cost $1,000 to host an event with the proposed requirements. Just keep that in mind when setting the requirements, because that could stop some events from taking place.

- Close Public Hearing -

Councilmember Heaton made a motion to postpone this agenda item until the November 18th 2025 meeting. Councilmember Corry seconds. Unanimous vote, motion passed.

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b. Discussion and consideration of an ordinance amending Kanab City's Land Use Ordinance Section 13 Police and Public Offenses. The Purpose of the amendment is to discuss dog boarding parameters and requirements for residential areas.

Mrs. Chatterley stated that a text amendment to update Land Use Ordinance Chapter 17 Single Family Zones and Chapter MH-KCR Zone adding dog boarding to the Land Use Chart. A text amendment to General Ordinances Section 13 adding parameters and requirements for dog boarding in residential zones. Planning Commission held a public hearing on October 7, 2025. No public comment. Planning commission discussed the amendments to the ordinance. A suggestion from legal review was discussed and planning commission agreed to add the amendment in (C) (8). There was also discussion on whether a requirement should be added regarding spay and neutering of the dogs that are being boarded. Planning Commission decided to leave that up to the business owner rather than a requirement of the ordinance. Planning commission made a positive recommendation with a unanimous vote.

The council had lengthy discussion on some of the verbiage used in the proposed ordinance, and would like there to be some clarification, especially the section that refers to "Public Kennel" and "Private Kennel". Councilmember Heaton would also like to change "yard" to "area" when it is talking about the fenced in area requirement on page 23 of Section 13.

- Enter Public Hearing -
- Close Public Hearing -

The council would like to look at the Additional Dog Household permit and requirements as well at a future meeting.

Councilmember Colson motion to approve the amendments and adopt ordinance 10-1-25 O for the ordinances identified in exhibit A of the staff report for 20251007.1. Councilmember Corry seconds.

Councilmember Colson – Yes
Councilmember Heaton – Yes
Councilmember Corry – Yes
Councilmember Banks – Yes
Councilmember Chamberlain – Absent
Motion passed.

7. ACTION ITEMS READY FOR VOTE:

a. Discussion and consideration of an ordinance authorizing a zone change on parcel K-45-9 from R-1-8 (Single Family) to RM (Multi-Family Zone). The Parcel is located at 322 E. 200 S. (Applicant Josh Beazer).

Councilmember Heaton recused himself.

Mrs. Chatterley stated that the property owner, Josh Beazer, is requesting a zone change to rezone parcel K-45-9 from R-1-8 (Single Family Zone) to a RM (Multi-Family Residential). The property owner would like to change the use of the building to have the option of platting the two-family dwelling. The subject property is approximately 0.25-acres. Planning Commission held a public hearing on October 7,

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2025. There were no comments from the public. Planning Commission made a positive recommendation for the zone change to RM, the vote was unanimous.
She went over their site plan that she pulled from their building permit, and showed the council.

Councilmember Colson motion to approve the zone change for Parcel K-45-9 to RM based on the findings and conditions outlined in Staff Report PLANZONE 25-002 and to adopt ordinance 10-2-25 O. Councilmember Corry seconds.

Councilmember Colson – Yes
Councilmember Heaton – Recused
Councilmember Corry – Yes
Councilmember Banks – Yes
Councilmember Chamberlain – Absent
Motion passed.

b. Discussion and Consideration of a letter of approval to provide emergency medical services and patient transports within Kanab City pursuant to Kane County's EMS RFP process.

Mr. Ludwig stated that the Utah State Legislature passed Senate Bill 215, which requires counties and municipalities to select emergency medical services (EMS) providers through a transparent, competitive process. The law replaced the previous "certificate of need" model with one based on Request for Proposals (RFP), encouraging clear performance standards and accountability. Kane County, in collaboration with Kanab City, developed and issued an EMS Request for Proposals (RFP) to identify a provider for both 911 EMS services and interfaculty transports. The City of Kanab participated in both drafting and reviewing the RFP and proposals alongside the County. Following this process, Kane County Hospital (Kane County Human Resources Special Services District) was selected as the preferred provider within Kanab City Limits. The hospital has an established presence in the region and is currently supported by Kanab City Fire Department personnel on many EMS calls. This collaborative model has proven effective in maintaining rapid response and continuity of care. The City Council must approve this selection in writing which would allow the Hospital to renew their state license to provide services in Kanab City. The City through our fire department staffs these calls under the medical direction provided by Kane County Hospital.

Councilmember Heaton made a motion to authorize a letter of support selecting Kane County Hospital for 911 EMS and Transports within Kanab City. Councilmember Banks seconds. Unanimous vote, motion passed.

c. Discussion and consideration of a resolution adopting an official City Flag and authorizing its use for community display.

Mr. Ludwig stated that Kanab City has received community interest in displaying flags on public properties during special events such as local sports events, parades, and festivals. However, state regulations mandate that any flag flown on public grounds must be officially adopted by the governing

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body. Mayor Colten Johnson collaborated with community members to develop a simple yet meaningful flag design of a red background featuring a white "K." The specific K used was inspired by historic photographs of 1926 Kanab High School Basketball Team (State Champions) and reflects the longstanding cultural identity of the community. The design also pays tribute to the iconic "K" on K-Hill, set against the red rock backdrop that defines the Kanab landscape. The adoption of an official city flag offers several benefits to the community. Primarily, it ensures legal compliance with Utah's requirements regarding the display of flags on government-owned properties. Beyond compliance, the flag serves as a unifying symbol of Kanab's identity, fostering civic pride and reinforcing a shared connection to the city's heritage and landscape. Official recognition would enable the flag's use at municipal buildings, parks, and public right-of-ways, particularly during community celebrations, sports victories, civic observances, and other appropriate occasions.

Councilmember Colson made a motion to approve resolution 10-1-25 R, a resolution formally approving the design of the Kanab City Flag and authorizing its display on public property in accordance with State Law. Councilmember Corry seconds.

Councilmember Colson – Yes
Councilmember Heaton – Yes
Councilmember Corry – Yes
Councilmember Banks – Yes
Councilmember Chamberlain – Absent
Motion passed.

8. ITEMS FOR DISCUSSION:

a. Discussion on the Kanab City Public Infrastructure District Policy and the financing tool of Infrastructure Financing Districts allowed for in the State of Utah and Recognition of a public hearing on October 21, 2025 at 6:30pm to approve the Hidden Canyon PID.

There was no discussion on this agenda item.

b. Discussion on the proposed Kanab Municipal Airport Capital Improvement Plan (2025-2033).

Mr. Ludwig stated that the Federal Aviation Administration (FAA) requires Kanab City to maintain a current Capital Improvement Plan (CIP) for the Kanab Municipal Airport as a condition for receiving annual federal entitlement and discretionary grant funds. The City Council last reviewed and approved the Airport CIP on November 12, 2024 City staff and Woolpert (the City's airport engineering consultant) are currently meeting to finalize project sequencing and cost estimates prior to a scheduled coordination meeting with the FAA.

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The Municipal Airport is currently seeing several major projects underway. These include ongoing construction and rehabilitation efforts funded primarily through FAA and State grants, with a small local match from the City. Also, paving will likely be put off until spring of 2026.
Funding for most projects follows the standard FAA structure, with the federal government covering 90–95% of costs, the State of Utah contributing around 2.5–4.7%, and Kanab City providing a local match of roughly 2.5–4.7%. Based on these ratios, Kanab City's total share averages around $65,000 per year on average. The next major project at the airport will be pavement preservation through a state grant, estimated at $444,444, with the City's share expected to be $44,444.

c. Discussion and receipt of 2026 City Goals developed by department directors and City staff.

As part of Kanab City's ongoing commitment to improve operations, service delivery, and long-term planning, staff have developed a set of organizational goals for Fiscal Year 2026. These goals are intended to guide City departments in their efforts, align with community values, and support high-quality municipal governance. This item is informational in nature and is intended to give the Council an overview of proposed strategic focus areas.
These goals were developed collaboratively with input from department heads and staff, building on similar priorities adopted and implemented during FY2025. They serve as a foundation for departmental planning, with each department aligning its specific objectives to these broader priorities. Individual employees are also encouraged to align their annual performance goals with both City-wide and departmental objectives to ensure a unified direction across the organization. The goals are organized into five strategic priority areas:
1. Improve the Kanab Resident Experience
2. Promote Public Safety and Well-Being
3. Ensure Policy and Operational Consistency
4. Strengthen Community Engagement
5. Manage City Funds Responsibly

d. Strategy session and discussion of a real estate exchange, surplus, or sale to include the City owned property at parcel 3-6-32-3

Included In the motion made for agenda item 8e.

e. Strategy session to discuss pending or reasonably imminent litigation.

Councilmember Corry made a motion to go into closed session for real estate exchange and pending or reasonably imminent litigation. Councilmember Colson seconds. Unanimous vote, motion passed.

9. REVIEW AND DISCUSSION OF THE OCTOBER 14, 2025 CITY COUNCIL MEETING AGENDA.

None.

Councilmember Colson made a motion to adjourn. Councilmember Heaton seconds. Unanimous vote, meeting adjourned.

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Kanab City Council Special Meeting
October 21th, 2025
Kanab City Offices
26 North 100 East
6:30 PM

Work Meeting

1. **Call to Order and Roll Call** – Mayor Pro-Tem Heaton called the meeting to order.

In attendance: Mayor Pro-Tem Heaton; Councilmember Corry, Councilmember Banks, Councilmember Colson; City Manager Kyler Ludwig; and City Attorney Kent Burggraaf.

Not in attendance – Mayor Johnson; Councilmember Chamberlain; and Recorder Celeste Cram.

2. **Public Comment Period – None.**

3. **Consent Items – None.**

4. **Board Commission, Committee Appointments – None.**

5. **Presentations – None.**

6. **PUBLIC HEARING ITEMS:**

    a. **Public Hearing, discussion, and consideration of an ordinance creating the Hidden Canyon Public Infrastructure District, approving governing documents for the District, and establishing a Board of Trustees (Jim Guthrie- 6-year term, Juli Graham- 4-year term, Jared Grahm- 6-year term).**

Mr. Ludwig stated that The City of Kanab has received a petition for the creation of a Public Infrastructure District (PID) for the Hidden Canyon development, located on the east side of Kanab, north of U.S. Highway 89. The proposal seeks approval to form a PID under Utah Code Title 17D, Chapter 4, known as the Public Infrastructure District Act, which authorizes limited-purpose governmental entities to finance public infrastructure through assessments levied on property within a defined district. Hidden Canyon's Development Agreement with the City was approved on August 27, 2024. The agreement included plans of development for:

• Approximately 705 residential units (356 single-family, 269 multifamily)
• An 80-room hotel
• 7+ acres of commercial storage

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The developer—Jim Guthrie, in coordination with JJJ Development, Inc.—has obtained 100% written consent from all property owners and registered voters within the proposed district boundaries, satisfying the legal requirements for PID formation under Utah law

A Public Infrastructure District (PID) is a special-purpose local government entity formed to finance infrastructure improvements within a defined area. PIDs are governed by state statute and function independently from the municipality in which they are located.
Key Attributes of a PID:
• Independent Governance: A PID is legally and financially separate from the City. It is governed by a Board of Trustees and operates as its own public entity.
• No City Liability: Bonds issued by a PID are not backed by the City's full faith and credit, do not appear on the City's balance sheet, and pose no financial risk to the City.
• Financing Tool: PIDs finance infrastructure through the issuance of bonds repaid by special assessments levied on benefited lots. These assessments are prepaid by the developer before lots are sold, minimizing long-term obligations for homeowners.
If approved, the Hidden Canyon PID would be authorized to issue up to $45 million in special assessment bonds The proposed governance structure includes a three-member Board of Trustees, to be appointed by the City:
• Jim Guthrie – 6-year term
• Juli Graham – 4-year term
• Jared Graham – 6-year term
All nominees have submitted the required conflict of interest disclosure forms, in compliance with state law and City policy. The Hidden Canyon Development Agreement expressly anticipates the formation of a PID and outlines the following provisions:
• Permitted Use: The Developer may utilize a PID to fund oversized or extended public improvements that benefit not only the development, but also future adjacent growth.
• City Discretion: The City retains full legislative discretion in approving or denying the formation of a PID and is under no obligation to approve one.
• Reimbursement Mechanisms: If a PID is formed and completes eligible infrastructure improvements, the PID may qualify for impact fee credits, as determined by the City Engineer and aligned with the City's Capital Facilities Plan.
The PID is a self-financing entity. The City does not guarantee or assume any responsibility for the repayment of PID-issued bonds. The governing documents have been created with assistance from Gilmore & Bell and reviewed by Kanab's legal counsel.

- Enter Public Comment -

Dirk Clayson: Dirk wanted to speak as a long-term realtor in the area, that he appreciates the way Jim has structured this so that it is paid at the time that sometime is sold instead of creating a burden on the buyer.

- Close Public Comment -

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Mr. Guthrie spoke to the council and let them know how much he appreciates the council, especially the support he has been shown. He also recognizes that while it is a financial burden on him right now, he can see the long run and the overall benefit in the future.

Councilmember Banks made a motion to approve Resolution 10-2-25 R, A resolution providing for the creation of the Hidden Canyon Public Infrastructure District; approving the governing documents; appointing the initial Board of Trustees; authorizing the execution of related documents; and providing for related matters. Councilmember Corry seconds.

Councilmember Colson – Yes
Councilmember Heaton – Mayor Pro-Tem
Councilmember Corry – Yes
Councilmember Banks – Yes
Councilmember Chamberlain – Absent
Motion passed.

Councilmember Colson made a motion to adjourn, Councilmember Corry seconds. Unanimous vote, motion passed.

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Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/25	10/14/2025	38482	13716	BAIRD, JILL	10-2100	125.00
10/25	10/14/2025	38483	13639	BURGGRAAF, AMY	10-2100	125.00
10/25	10/14/2025	38484	1670	CHEMTECH-FORD LABORATORIES	51-2100	1,776.00
10/25	10/14/2025	38485	12835	CORRY, JENNA	10-2100	300.00
10/25	10/14/2025	38486	300	CROSBY HOME & FARM CENTER	10-2100	3,275.45
10/25	10/14/2025	38487	13715	CULLINANE, CLAIRE	51-2100	110.00
10/25	10/14/2025	38488	13480	DEPT OF GOVERNMENT OPERATION	51-2100	4,176.47
10/25	10/14/2025	38489	560	GARKANE ENERGY	10-2100	12,740.95
10/25	10/14/2025	38490	13718	GENIUS, ANNMARIE	10-2100	500.00
10/25	10/14/2025	38491	4425	HINTON BURDICK	10-2100	23,800.00
10/25	10/14/2025	38492	12383	IRON ROCK GROUP	10-2100	1,237.50
10/25	10/14/2025	38493	13714	JONES, JOSHUA	51-2100	34.34
10/25	10/14/2025	38494	3900	KANAB CITY CORPORATION	10-2100	16,142.91
10/25	10/14/2025	38495	880	KANE CO. SPECIAL SERVICE DIST.	10-2100	800.00
10/25	10/14/2025	38496	1590	LAMB EXCAVATING, INC.	39-2100	108,895.72
10/25	10/14/2025	38497	13319	OWENS, TEGAN	10-2100	550.00
10/25	10/14/2025	38498	1100	PETTY CASH	10-2100	1,875.00
10/25	10/14/2025	38499	13702	PRECISE PICKLEBALL COURTS	41-2100	28,690.00
10/25	10/14/2025	38500	11843	RAMSAY SERVICE INC.	10-2100	80.03
10/25	10/14/2025	38501	13636	SEA-WESTERN, INC	10-2100	319.60
10/25	10/14/2025	38502	13339	SIDDONS-MARTIN EMERGENCY GRO	10-2100	4,810.00
10/25	10/14/2025	38503	13720	TRAVELERS CL REMITTANCE CENTE	10-2100	50.00
10/25	10/14/2025	38504	13717	VANDENBERG, JAMIE	10-2100	500.00
10/25	10/14/2025	38505	13539	WADE, NATALIE	10-2100	125.00
10/25	10/14/2025	38506	13719	WARNER, SHAWN	41-2100	1,500.00
Grand Totals:						212,538.97

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/25	10/22/2025	38507	1080	AMERIGAS PROPANE LP	10-2100	1,170.46
10/25	10/22/2025	38508	12144	BANKCARD CENTER	10-2100	52,889.26
10/25	10/22/2025	38509	13235	BRANDED CUSTOM SCREEN PRINTIN	41-2100	432.03
10/25	10/22/2025	38510	13721	CALLISTOR, ROBERT	51-2100	51.46
10/25	10/22/2025	38511	12129	CHILD SUPPORT SERVICES	02-2100	471.69
10/25	10/22/2025	38512	13724	COX, KADE	10-2100	102.00
10/25	10/22/2025	38513	13695	EDMUNDS, SUSAN	10-2100	72.00
10/25	10/22/2025	38514	13208	FREEDOM MAILING SERVICES, INC.	51-2100	1,676.16
10/25	10/22/2025	38515	880	KANE CO. SPECIAL SERVICE DIST.	10-2100	31,148.42
10/25	10/22/2025	38516	12788	KANE CO. SPECIAL SERVICE DIST.	10-2100	6,580.40
10/25	10/22/2025	38517	5930	PUBLIC EMPLOYEES LONG TERM	02-2100	1,111.93
10/25	10/22/2025	38518	13496	ROZAJAC GROUP LLC	10-2100	116.25
10/25	10/22/2025	38519	1240	SCHOLZEN PRODUCTS	51-2100	13,490.49
10/25	10/22/2025	38520	12677	SG WATER STORE	10-2100	41.70
10/25	10/22/2025	38521	13339	SIDDONS-MARTIN EMERGENCY GRO	10-2100	4,400.00
10/25	10/22/2025	38522	13725	SUGDEN, THOMAS	10-2100	100.00
10/25	10/22/2025	38523	13212	UPPER CASE PRINTING INK.	51-2100	160.21
10/25	10/22/2025	38524	4035	UTAH RISK MANAGEMENT	10-2100	553.08
10/25	10/22/2025	38525	1650	UTAH RISK MANAGEMENT AGENCY	51-2100	36,209.80
10/25	10/22/2025	38526	9216	UTAH STATE TAX COMMISSION	41-2100	668.15
10/25	10/22/2025	38527	3290	UTAH VALLEY UNIVERSITY	10-2100	10.00
10/25	10/22/2025	38528	13722	WILD THYME CAFE	10-2100	60.00
Grand Totals:						151,515.49

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/25	10/29/2025	38529	12668	AXON ENTERPRISE, INC.	10-2100	9,282.65
10/25	10/29/2025	38530	12429	CIVIL SCIENCE INFRASTRUCTURE, IN	52-2100	5,530.00
10/25	10/29/2025	38531	9760	COLONIAL	02-2100	23.00
10/25	10/29/2025	38532	13672	COX, STACY	10-2100	159.45
10/25	10/29/2025	38533	13727	DALPOZZO, SUSAN	70-2100	750.00
10/25	10/29/2025	38534	12122	EMERGENCY VEHICLE SYSTEMS	10-2100	172.00
10/25	10/29/2025	38535	9010	GLAZIER'S MARKET	41-2100	77.80
10/25	10/29/2025	38536	13728	HAMPTON INN	10-2100	450.00
10/25	10/29/2025	38537	615	HONEY'S MARKETPLACE	10-2100	973.74
10/25	10/29/2025	38538	13616	HOYT, RIA	10-2100	259.73
10/25	10/29/2025	38539	13726	JEFFERY E. SLACK	10-2100	500.00
10/25	10/29/2025	38540	13559	KANAB CENTER	10-2100	565.00
10/25	10/29/2025	38541	13729	KANE COUNTY CENTER FOR THE AR	10-2100	370.04
10/25	10/29/2025	38542	11321	PROFORCE LAW ENFORCEMENT	10-2100	1,799.95
10/25	10/29/2025	38543	1240	SCHOLZEN PRODUCTS	45-2100	36,280.70
10/25	10/29/2025	38544	11126	WAXIE SANITARY SUPPLY	10-2100	188.56
Grand Totals:						57,382.62

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/25	11/03/2025	38545	1080	AMERIGAS PROPANE LP	10-2100	86.38
11/25	11/03/2025	38546	12333	AVFUEL CORPORATION	10-2100	71,406.52
11/25	11/03/2025	38547	12129	CHILD SUPPORT SERVICES	02-2100	471.69
11/25	11/03/2025	38548	12757	GROW CHIROPRACTIC	10-2100	60.00
11/25	11/03/2025	38549	360	JENKINS OIL COMPANY	51-2100	5,048.40
11/25	11/03/2025	38550	9111	KANE COUNTY SHERIFF'S OFFICE	10-2100	14,499.99
11/25	11/03/2025	38551	10411	M.D. AUTO AND DIESEL	10-2100	131.63
11/25	11/03/2025	38552	13730	OLMACK, LYDIA	01-2100	73.89
11/25	11/03/2025	38553	13732	PEAK PETROLEUM TESTING SERVIC	42-2100	1,000.00
11/25	11/03/2025	38554	11321	PROFORCE LAW ENFORCEMENT	10-2100	1,505.80
11/25	11/03/2025	38555	12225	QT PETROLEUM ON DEMAND	42-2100	743.84
11/25	11/03/2025	38556	13731	ROBERT KADEN RAMSAY	10-2100	230.00
11/25	11/03/2025	38557	1240	SCHOLZEN PRODUCTS	45-2100	180.46
11/25	11/03/2025	38558	1150	STAKER & PARSON COMPANIES	51-2100	701.50
11/25	11/03/2025	38559	9210	UTAH PUBLIC TREASURER	10-2100	1,000.00
11/25	11/03/2025	38560	2775	UTAH PUBLIC TREASURER	10-2100	2,000.00
11/25	11/03/2025	38561	2765	UTAH PUBLIC TREASURER	10-2100	1,000.00
11/25	11/03/2025	38562	13481	WILLIAM H. LEIGH, PC	10-2100	1,500.00
Grand Totals:						101,640.10

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

KANAB
UTAH

DATE: November 18, 2025
TO: Mayor and City Council
SUBJECT: Quality Library Award
PREPARED BY: City Manager, Kyler Ludwig

Background:

The Utah State Library annually awards the Utah Quality Library Award to public libraries that exceed established state standards and demonstrate excellence in service delivery, innovation, and community impact. The award is presented at the annual Library Director's Summit.

In 2025, the Kanab City Library was one of 31 libraries statewide to receive this recognition. This achievement is the result of dedicated efforts by the library staff, who refined their services and programs to meet and surpass the expectations set by the Utah State Library.

Analysis:

The Quality Library Award is determined through a secondary application process during the State Library's recertification period. Libraries must demonstrate that their operations, programming, and community engagement efforts go above and beyond the baseline requirements.

The Kanab City Library's accomplishments for the July 2024 – June 2025 period include:

- 214 community programs and events with a total attendance of 4,399.
- 22,669 in-person visits to the library.
- 37,858 physical item checkouts and 20,705 digital checkouts through the Libby app.
- Collaborations with numerous community groups for public education, recreation, and literacy initiatives.

Legal:

Financial:

Recommendations/Actions: It is recommended the City Council:

Formally recognize the Kanab City Library for receiving the 2025 Utah Quality Library Award.

Ty Gant · Sep 30 · 2 min read

Kanab City Library receives Quality Library Award from State Library Director's Summit

The Kanab City Library received a prestigious award the week of September 21. The Utah State Library hosts a yearly Director's Summit, at which they present a few select libraries around the state the Quality Library award; Kanab City Library Staff have applied for the reward a few years running, and after efforts to refine their application and make the Kanab library outstanding, they received the 2025 award.

Photo via Kanab City Library

Per the State Library award page, "Every year, we host a three-day event for library directors to network, learn, and collaborate. One of the highlights of the Directors Summit is presenting the Quality Library awards. There's no red carpet or paparazzi but receiving the Quality Library Award speaks volumes for the recipients.

The Quality Library Award is determined during recertification, where Utah public libraries submit reports and data to indicate their services are in accordance with Utah State Library standards. The Quality Library Award is a secondary application for library directors to indicate the work they and their staff have accomplished rises above and beyond the standards. The Quality Library Award provides an opportunity for the State Library to highlight transformational services that might not be obvious in the standard recertification process."

When asked about what sorts of efforts qualified the library for the award, JanaLee Peay with the Kanab City Library Staff shares, "Our staff at the Kanab City Library has worked so hard this year. We have had more programs than other years. We have been able to collaborate with so many amazing groups around our community on events and programs. This award was such a team effort with staff and patrons all doing their part. Our calendar year is from July to June and the library had 214 events with 4399 attending those events during that time. During this year we had 22,669 visitors to the library with 37,858 physical items checked out and 20,705 digital items enjoyed by our patron on the Libby app. We hope to continue moving forward with services and programs that our community can use and enjoy."

The Kanab City Library not only continues with its efforts to preserve and share books and other media with the community, but they also function as a center for community activities, from lectures and educational content to recreation like tabletop games and community reading. For more information, visit their social media pages, their website and community calendar and their entries in the *Southern Utah News*.

News

Above &
Beyond
Awarded To
Kanab City Library
for meeting and exceeding the highest
standards. You've surpassed expectations
and reached for the stars. Thank you for
your remarkable performance.
Utah Quality Library 2025
Utah State Library Division

UTAH
STATE
DIRE
SUM
ARY
A DECADE OF DIRECTOR
Marriott_Conference

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

KANAB
UTAH

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

DATE: November 18, 2025
TO: Mayor and City Council
SUBJECT: Fire Department Employee Awards
PREPARED BY: City Manager, Kyler Ludwig

Background:

Kanab Fire Department is introducing internal recognition awards to formally acknowledge the exceptional service, leadership, and character demonstrated by its members. These awards aim to foster a strong department culture, celebrate outstanding contributions, and reinforce the values of teamwork, commitment, and readiness.

The 2025 awards highlight three individuals who have gone above and beyond in their roles, setting a high standard for future recipients.

Analysis:

Advancing the Line Award – Firefighter Alex Broadbent
This award honors a firefighter who has significantly advanced the department's teamwork, inclusiveness, and mission readiness. Firefighter Alex Broadbent has taken a leadership role in welcoming and mentoring new volunteers, helping them integrate successfully. His efforts have built unity and professionalism across both volunteer and career personnel, exemplifying what it means to "advance the line."

I'm On My Way Award – Firefighter Amy Syrett
This award is presented to the firefighter who consistently shows up—ready, reliable, and committed. Firefighter Amy Syrett is always quick to respond, lend a hand, and take on responsibilities beyond her regular duties. Her work in budgeting, training coordination, and operational support has made her indispensable to the department and a role model for dependable service.

Rock Solid Award – Captain Spencer Mosdell
The Rock-Solid Award recognizes unwavering dedication and quiet strength. As a long-serving volunteer and the department's only volunteer captain, Spencer Mosdell has been a stabilizing

force for years. Known for his calm leadership and consistent support, Spencer has remained a cornerstone of the department's success—even responding alone to incidents when staffing was unavailable. His example sets the foundation for what it means to serve with integrity and resilience.

Legal:

Financial:

Recommendations/Actions: It is recommended the City Council:

Formally recognize Alex Broadbent, Amy Syrett, and Spencer Mosdell as recipients of the inaugural Kanab Fire Department Awards.

Advancing the Line Award – Alex Broadbent

This year's *Advancing the Line Award* recognizes a firefighter who has gone above and beyond to strengthen our department's teamwork, inclusiveness, and mission readiness. Firefighter **Alex Broadbent** has consistently demonstrated exceptional dedication to supporting both our career and volunteer members.

Alex has taken the initiative to welcome new volunteers, ensure they feel comfortable, and guide them through their training with patience and encouragement. He has actively helped track and recruit new members, fostering a sense of belonging and professionalism that strengthens our department as a whole.

Through his efforts, Alex has not only advanced our operational readiness but also reinforced the culture of teamwork and respect that defines who we are. His leadership by example truly embodies the spirit of *Advancing the Line*—moving our department forward, one firefighter at a time.

I'm On My Way Award – Amy Syrett

The *I'm On My Way Award* honors the firefighter who can always be counted on—no matter the time, the task, or the challenge. This award recognizes the spirit of readiness and selflessness that defines true service. Firefighter **Amy Syrett** exemplifies this commitment every single day. Despite being one of the busiest members of our department, Amy never hesitates to step up when someone needs help or when a project needs to get done. Her dependable attitude and willingness to jump in have made her a cornerstone of our team.

Amy's impact reaches across every corner of the department. She has taken on critical responsibilities with budgeting, training coordination, and departmental testing—often volunteering her own time to ensure things run smoothly and efficiently. Whether she's supporting her fellow firefighters, organizing behind the scenes, or lending a hand in the bay, Amy's reliability and dedication set the standard for what it means to serve. Her actions remind us all that being "on our way" isn't just about response time—it's about showing up for each other, every single day.

Rock Solid Award – Spencer Mosdell

The *Rock Solid Award* honors unwavering dedication, steadfast service, and the quiet strength that keeps our department grounded. This year's recipient, **Captain Spencer Mosdell**, embodies everything this award represents. Following in the footsteps of his brothers, Spencer began his journey in the fire service many years ago—and he has continued to serve faithfully ever since. His commitment as a long-term volunteer has been a foundation of stability for our department, and his willingness to step up wherever needed speaks volumes about his character and dedication.

Before the department had full-time staffing, Spencer once responded to and extinguished a fire entirely on his own—the only firefighter to arrive on scene. That moment captures exactly who he is: dependable, calm, and unshakably committed to protecting his community. As our only volunteer captain, Spencer continues to lead by example, mentoring others, offering support, and quietly ensuring that the job gets done. He truly is the definition of *rock solid*—a steady presence we can all count on, no matter what the call may bring.

--
Brett Pierson
Fire Chief
bpierson@kanab.utah.gov
Kanab City Fire Department

Mayor
T. Colten Johnson
City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay

City Council
Arlon Chamberlain
Chris Heaton
Scott Colson
Boyd Corry
Peter Banks

Kanab City Council Staff Report
File #PLAN25-011

Date:	**November 13, 2025**
Meeting Date:	**November 18, 2025**
Agenda Item:	**Discuss, approve or deny a minor subdivision of commercial property**
Subject Property Address:	**1045 S HWY 89A**
Applicant:	**Red Sands Geomatics / Brandt Reese**
Zoning Designation:	**C-2**
General Plan Designation:	**Medium Density Residential (MDR)/Commercial/Residential Agriculture**
Parcel #:	**K-17-25-Annex**
Applicable Ordinances:	**Subdivision Ordinance, Chapter 2**

Attachments:
Exhibit A: Subject Property
Exhibit B: Proposed Plat

Summary:
Red Sands Geomatics, representative of Brandt Reese, applied for a minor subdivision for parcel K-17-25-Annex. The minor subdivision was approved with the findings and conditions outlined in the staff report and an additional condition that included the exchange of property in exchange for improvements to access the property from 1100 South. The applicant requested a meeting to discuss the condition for the exchange of property. During the meeting there was a discussion about an access agreement with the property owner of parcel K-17-27-Annex.

The current zone is C-2. The proposed lots will be split into a 0.44-acre lot, a 1.54-acre lot. The property is currently being used as residential with an accessory building(s). The lot split will separate the shop from the rest of the property.

Applicable Regulation(s):
Subdivisions are addressed in Utah Code, Title 10, Chapter 9a, Part 6, and the Kanab City Subdivision Ordinance, Chapter 2, upon application that includes a Sketch Plan and Narrative.

Analysis
Staff have been reviewing the application, sketch plan and narrative provided by the applicant. Staff have determined:

- The application does meet the requirements of the subdivision ordinance with the conditions:
    - That access to the property is altered from Highway 89A which is to close to an intersection.
    - Utilities to the shop are disconnected from the other property and new utilities are added,
    - A fire hydrant is installed.
    - Staff is recommending that an easement along the north property line of parcel K-17-27 for the water lateral to the property is recorded for maintenance or access to existing water lateral for the current and any future owners.

- The legal access on Highway 89A is a 20-foot access that is too close to the revised 1100 South and Kanab Creek Dr intersection. By entering into a recorded access agreement with the property owner of parcel K-17-27, will mitigate the safety concern of the existing legal access.
- The application does meet the zoning ordinance(s).
- Sensitive lands have not been identified that would affect the minor subdivision.
- The subdivision is consistent with the General Plan for the current zoning.
- Parcel is zoned C-2.

The owner of record contained within the plat is Brandt and Cortni Reese confirmed with title report. Subdivision construction improvement plans for grading, drainage, streets and utility infrastructure, as modified by the proposed minor subdivision will be addressed and approved with City Council. The applicant has paid the minor subdivision fee required.

Proposed Findings:

1. This application was initiated by Red Sands Geomatics.
2. The property included within the proposed minor subdivision boundaries is zoned C-2.
3. The Future Land Use Map designation for these properties on the City's General Plan is Medium Density Residential/General Commercial/Residential Agriculture.
4. The applicant is requesting a minor subdivision.
5. The proposed subdivision meets the subdivision and zoning standards in the City's Ordinance.
6. The owner is responsible for securing the appropriate development permits prior to any construction activity.
7. Kanab City Council is required to look at the minor subdivision as the previous conditions in the motion are not being met and new conditions are being suggested.

Mayor
T. Colten Johnson
City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay

KANAB
UTAH

City Council
Arlon Chamberlain
Chris Heaton
Scott Colson
Boyd Corry
Peter Banks

Conditions of Approval:

1. City Surveyor has provided sign-off on mylar/title report.

Recommended Motion:
I move to approve the minor subdivision, affecting parcel K-17-25-Annex based on the findings and conditions of approval as outlined in the staff report #PLAN25-011, with the additional findings and conditions: .

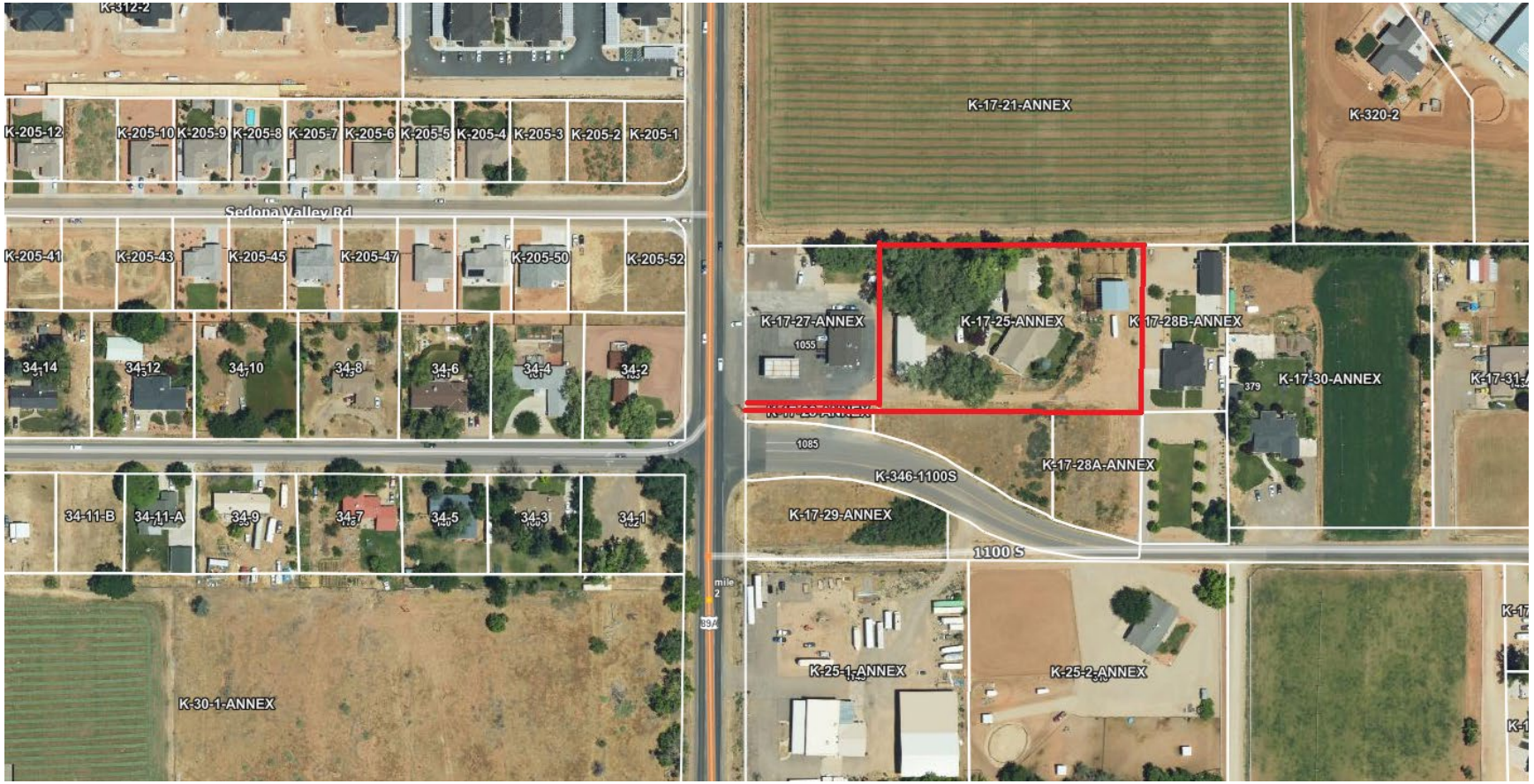
Alternate motion:
I move approve the minor subdivision, affecting parcel K-17-25-Annex based on the findings and conditions of approval as outlined in the staff report #PLAN25-011.

I move to send a negative recommendation to City Council for the minor subdivision, K-17-25-Annex demonstrating the applicant has not met the standards outlined in the Kanab City ordinances: .

Mayor
T. Colten Johnson
City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay

City Council
Arlon Chamberlain
Chris Heaton
Scott Colson
Boyd Corry
Peter Banks

Exhibit A: Subject Property


K-312-2
K-205-12
K-205-10
K-205-9
K-205-8
K-205-7
K-205-6
K-205-5
K-205-4
K-205-3
K-205-2
K-205-1
Sedona Valley Rd
K-205-41
K-205-43
K-205-45
K-205-47
K-205-50
K-205-52
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34-11-B
34-11-A
34-9
34-7
34-5
34-3
34-1
K-30-1-ANNEX
K-17-21-ANNEX
K-320-2
K-17-27-ANNEX
1055
K-17-25-ANNEX
K-17-28B-ANNEX
K-17-30-ANNEX
379
1085
K-346-1100S
K-17-28A-ANNEX
K-17-29-ANNEX
1100 S
K-25-1-ANNEX
K-25-2-ANNEX

Mayor
T. Colten Johnson
City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay

City Council
Arlon Chamberlain
Chris Heaton
Scott Colson
Boyd Corry
Peter Banks

Exhibit B: Access Agreement

When Recorded return to:
_____
_____
_____

Tax ID# K-17-27-Annex – Grantor's Parcel
Tax ID# K-17-25-Annex – Grantee's Parcel

SHARED COMMERCIAL DRIVEWAY ACCESS AGREEMENT

This Shared Commercial Driveway Access Agreement ("Agreement") is made and entered into as of the ___ day of _____, 2025 ("Effective Date"), by and between:

TYKO Development LLC, a Utah limited liability company ("Grantor"), and

Brandt Reese, an individual and Cortni Glover, individual ("Grantee").

RECITALS

A. Grantor is the owner of certain real property located in Kane County, Utah, more particularly described in Exhibit A ("Grantor's Property"), which fronts US Highway 89A.

B. Grantee is the owner of certain real properties located directly East of Grantor's property, more particularly described in Exhibit B ("Grantee's Property").

C. Both parties desire to establish a blanket shared commercial driveway access across all of Grantor's Property to allow vehicles to enter from the highway and access both Grantor's and Grantee's properties.

AGREEMENT

1. Grant of Shared Access Easement.

Grantor hereby grants to Grantee, for the benefit of Grantee's Property, a perpetual (subject to Section 7) non-exclusive easement and right-of-way ("Access Easement") over, across, and upon the portion of Grantor's Property verbally agreed upon for the purpose of vehicular ingress and egress to and from Grantee's properties.

2. Shared Use.

The Access Easement shall be shared by both parties, their tenants, invitees, licensees, employees, contractors, customers, and other lawful users, for commercial ingress and egress to their respective properties. Neither party shall obstruct or impede the other's reasonable use of the Driveway Area.

3. Maintenance and Repairs.

a. Responsibility – The parties shall share equally (50/50) in the cost of maintaining, repairing, and keeping the Driveway Area in good condition, including snow removal, resurfacing, striping, and any necessary safety improvements.
b. Coordination – Either party may perform necessary repairs or maintenance, provided reasonable notice is given to the other party, except in emergencies.

4. Liability and Indemnification.

Each party shall assume all risk associated with its own use of the Driveway Area and shall indemnify, defend, and hold harmless the other from and against any and all claims, damages, liabilities, costs, and expenses arising from such use, except to the extent caused by the gross negligence or willful misconduct of the other party.

5. Transfer and Renegotiation.

This Agreement is personal to Grantee and shall automatically terminate upon the sale, transfer, or conveyance of Grantee's Property, whether voluntary or involuntary, unless Grantor and the new owner enter into a new written shared access agreement on mutually agreed terms. The Reese Minor Subdivision will not violate or void this Agreement.

6. Termination.

This Agreement shall remain in effect until terminated under Section 6 or by mutual written agreement of the parties. Upon termination, all rights granted hereunder shall revert to Grantor, and Grantee (or successor) shall have no further right to use the Driveway Area.

7. Binding Effect; Recording.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to Section 6. The parties agree to execute and record this Agreement, or a memorandum thereof, in the official records of Kane County, Utah.

8. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9. Entire Agreement.

This Agreement contains the entire understanding between the parties and supersedes all prior oral or written agreements regarding the Access Easement. It may not be amended except by a written instrument signed by both parties.

SIGNATURES

GRANTEE:
Brandt Reese
Brandt Reese
Date: 8/15/2025

NOTARY ACKNOWLEDGMENT – INDIVIDUAL (Grantee)
State of Utah)
: ss.
County of Kane)

On this 15 day of Aug, 2025, before me, the undersigned notary public, personally appeared Brandt Reese, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and who acknowledged that he executed the same for the purposes therein contained.

Cindy Forrester
Notary Public
Residing at: Kanab, Utah
My Commission Expires: 8/24/2028

CINDY FORRESTER
Notary Public - State of Utah
Comm. No. 738668
My Commission Expires on
Aug 24, 2028

GRANTEE:
Cortni Glover
Cortni Glover
Date: 8.15.25

NOTARY ACKNOWLEDGMENT – INDIVIDUAL (Grantee)
State of Utah)
: ss.
County of Kane)

On this 15 day of Aug, 2025, before me, the undersigned notary public, personally appeared Cortni Glover, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and who acknowledged that he executed the same for the purposes therein contained.

Cindy Forrester
Notary Public
Residing at: Kanab, Utah
My Commission Expires: 8/24/2028

CINDY FORRESTER
Notary Public - State of Utah
Comm. No. 738668
My Commission Expires on
Aug 24, 2028

SIGNATURES

GRANTOR:

TYKO Development LLC

By: _____

Name: Tyler Houston

Title: Owner

Date: 9-4-25

NOTARY ACKNOWLEDGMENT – LLC (Grantor)

State of Utah)

: ss.

County of Kane)

On this 4th day of September 2025, before me, the undersigned notary public, personally appeared Tyler Houston, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and who, being by me duly sworn (or affirmed), did say that he/she is the Owner of TYKO Development LLC, and that said instrument was signed on behalf of said LLC by authority of its members or managers, and he/she acknowledged to me that said LLC executed the same.

_____

Notary Public

Residing at: Kanab Utah

My Commission Expires: Oct. 18, 2028

NOTARY PUBLIC
CHRISTINE MCCRABB
739761
MY COMMISSION EXPIRES
OCTOBER 18, 2028
STATE OF UTAH

Commencing at the E ¼ corner of Section 33, Township 43 South, Range 6 West, Salt Lake Base and Meridian; thence along the East–West ¼ section line North 89°14'19" West, a distance of 1,270.89 feet, to the East right-of-way line of Highway 89A; thence along said right-of-way line North 00°53'54" East, a distance of 234.47 feet, to the Point of Beginning; thence North 00°53'54" East, a distance of 204.03 feet along said right-of-way line; thence South 89°01'54" East, a distance of 193.88 feet; thence South 00°54'12" West, a distance of 202.93 feet; thence North 89°21'21" West, a distance of 193.88 feet, to the Point of Beginning.

TOGETHER WITH a right-of-way easement for ingress, egress, and public utilities over and across the following described property:

Commencing at the E ¼ corner of Section 33, Township 43 South, Range 6 West, Salt Lake Base and Meridian; thence along the East–West ¼ section line North 89°14'19" West, a distance of 1,270.89 feet, to the East right-of-way line of Highway 89A; thence along said right-of-way line North 00°53'54" East, a distance of 214.47 feet, to the Point of Beginning; thence North 00°53'54" East, a distance of 20.00 feet along said right-of-way line; thence South 89°21'21" East, a distance of 193.79 feet; thence South 00°38'39" West, a distance of 20.00 feet; thence North 89°21'21" West, a distance of 193.87 feet, to the Point of Beginning.

Exhibit B

Grantee's Legal Description:

Parcel 1:

Beginning at a point which is West along the ¼ section line 561.0 feet and North 453.75 feet from the East ¼ corner of Section 33, Township 43 South, Range 6 West, Salt Lake Base and Meridian, and running thence South 220.0 feet; thence West 508.0 feet; thence North 120.0 feet; thence West 185.0 feet; thence North 100.0 feet; thence East 693.0 feet, more or less, to the POINT OF BEGINNING. Containing 2.992 acres, more or less.
Less 0.45 acres deeded to K-17-27-ANX.
Less 0.64 acres deeded to K-17-28B-ANX.
Leaving 1.98 acres, more or less.

Subject to a 20-foot right-of-way for ingress and egress over and across the South 20.0 feet of the above-described parcel of land.

This is a combined description.

Parcel 2:

Commencing at the East ¼ corner of Section 33, Township 43 South, Range 6 West, Salt Lake Base and Meridian; thence along the East–West ¼ section line North 89°14'19" West, a distance of 1,270.89 feet, to the East right-of-way line of Highway 89A; thence along said right-of-way line North 00°53'54" East, a distance of 214.47 feet, to the POINT OF BEGINNING; thence North 00°53'54" East, a distance of 20.0 feet along said right-of-way line; thence South 89°21'21" East, a distance of 193.79 feet; thence South 00°38'39" West, a distance of 20.0 feet; thence North 89°21'21" West, a distance of 193.87 feet, to the POINT OF BEGINNING.

Containing 0.08 acres.

Mayor
T. Colten Johnson
City Manager
Kyler Ludwig
Treasurer
Danielle Ramsay

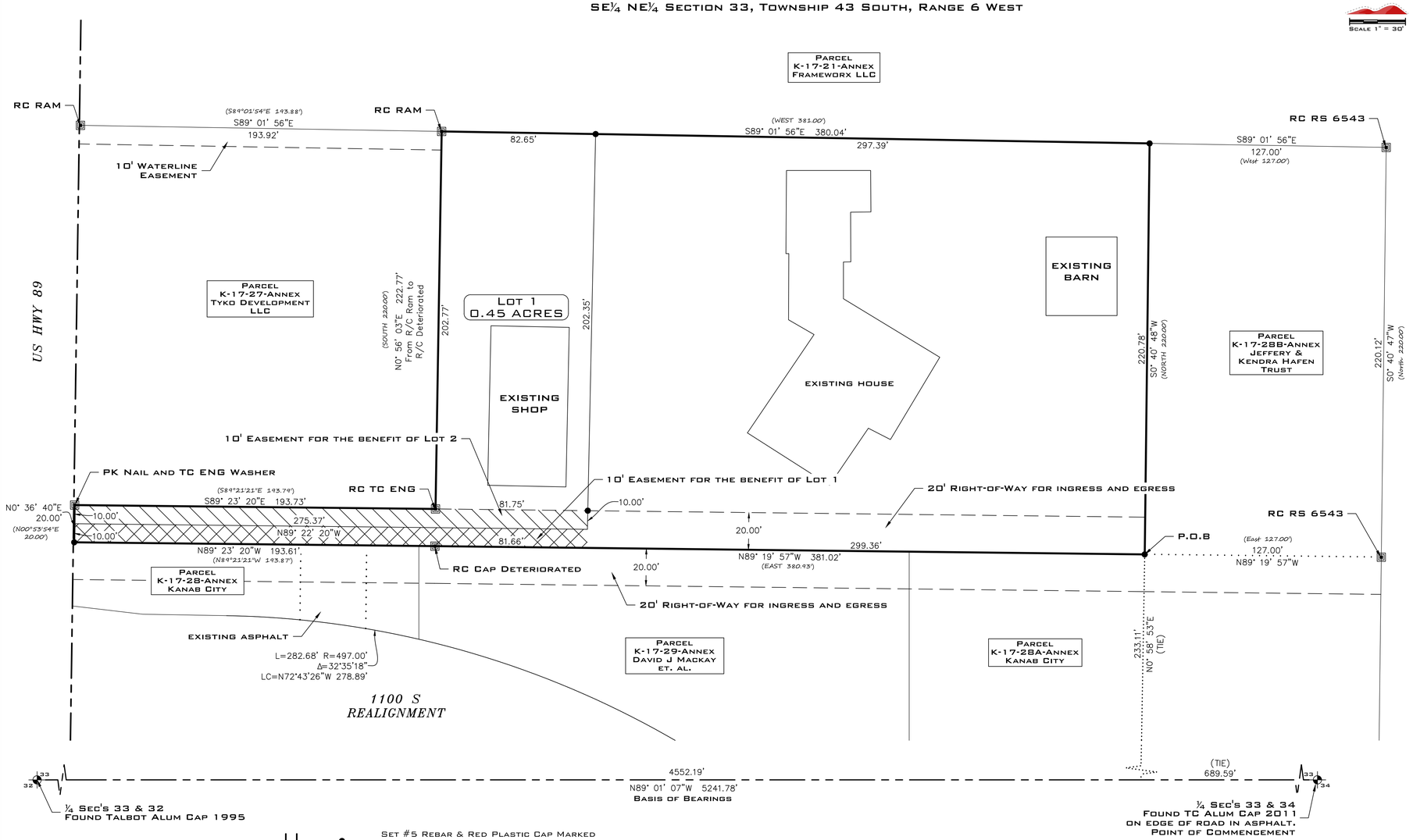
City Council
Arlon Chamberlain
Chris Heaton
Scott Colson
Boyd Corry
Peter Banks

Exhibit C: Proposed Plat

Reese's Minor Subdivision

Parcel K-17-25-Annex

SE¼ NE¼ Section 33, Township 43 South, Range 6 West



LEGEND

Abbreviations Lines Symbols

- Set #5 Rebar & Red Plastic Cap Marked Red Sands Geomatics 12480028 (unless noted)
- found existing corner as described
- nothing set
- monument as described
- property line
- fence line
- adjacent property line
- easement as described
- ¼ section line
- R/C rebar and cap marked as shown
- P.O.B. point of beginning
- easement for lot 1
- easement for lot 2

As part of this survey, Red Sands Geomatics, LLC has conducted field searches for evidence and monumentation. Found evidence and monumentation is represented hereon. Documents of Record reviewed and considered as part of this survey are noted below. There may exist other evidence, monumentation and documents that could affect this survey. New evidence, monumentation, or documents that may alter the conclusions of this survey should be presented to the surveyor for his review and consideration.

- Vesting Deeds of adjacent parcels
- Record of Survey, CS-695
- UDOT Right of Way Plan FAP-105-A
- 1100 South Street Dedication (K-346)

Notary Acknowledgment

State of _____)
s.s.
County of _____)

On the _____ day of _____, 20__, Cortni Reese; personally appeared before me, and duly acknowledged to me that she did execute the same.

Notary Public Full Name: _____
Commission Number: _____
My Commission Expires: _____
A notary Public Commissioned in _____

_____
Notary Public (signature)
No Stamp required (Utah Code 46-1-16(6))

Public Works Director

I hereby verify that this office examined this amended subdivision plat and hereby recommends approval on this ___ Day of _____ 20__.

_____
Kanab City Public Works Director

City Surveyor

I hereby verify that this office examined this amended subdivision plat and hereby recommends approval on this ___ Day of _____ 20__.

_____
Kanab City Surveyor

City Attorney

I, _____, attorney for Kanab City, do hereby certify that I have examined the shown subdivision amendment plat and said plat meets the requirements of Kanab City and is hereby recommended for approval, this ___day of _____ 20__.

_____
Kanab City Attorney

Planning & Zoning Approval

On this ___ day of _____ 20__, the Kanab City Planning and Zoning, does hereby certify that the shown plat has been approved by said commission and is hereby recommended to the Kane City Council for approval, with all commitments and obligations pertaining thereto.

_____
Chairman Kanab City Planning Commission

City Council Approval

On this ___day of _____ 20__, the Kanab City Council, having reviewed the above plat and having found that it complies with the requirements of Kanab City, and by authority of said council, hereby approve said plat for recording.

Attest: _____
Kanab City Recorder

_____
Kanab City Mayor

Certificate of Recording

I, _____, county recorder of Kane County, UT do hereby certify that the shown subdivision plat was filed for record in my office on this the ___day of _____, 20__.

Book_____ Page_____ Fee_____
Entry No.: _____ Date_____Time_____
Recorded at the Request of: Red Sands Geomatics

_____
Kane County Recorder

Professional Land Surveyor 12480028 Michael J. Stewart State of Utah

RED SANDS GEOMATICS
Land Surveying, LiDAR, & GIS
Personalized Professional Solutions
262 E 200 S Kanab, Utah RedSandsGeomatics.com

Surveyor's Certificate

I, Michael J Stewart, a Professional Land Surveyor, License Number 12480028, hold this license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act and have completed this plat of the property described hereon in accordance with Section 17-23-17.I certify that I have verified all measurements and have placed monuments as represented on this plat. I further certify that by authority of the hereon owners, I have made this plat of:
"Reese's Minor Subdivision".

_____ _____
Michael J. Stewart UT L.S. 12480028 Date

Survey Narrative

The purpose of this minor subdivision is to divide Parcel K-17-25-Annex into 2 lots. This subdivision was requested by the owners. I have conducted a field survey of the shown property where I have retraced and reestablished the original property boundaries of the shown lot, based on the availability of existing evidences of property corners, occupation lines, and other reliable sources. I have discovered differences in recorded bearings and distances which are shown hereon. It is the intent of this subdivision to only change the above mentioned parcel and to leave everything else as it has been recorded, relied upon, and conveyed in deeds and other legal documents, thus preserving the integrity and bona fide rights of adjacent owners. No easements are affected by this subdivision. The basis of bearings for this survey is based on the below stated coordinate system and can be measured between the East ¼ corner and the West ¼ corner of Section 33, N89°01'07"W 5241.78 feet. The GPS coordinate system used was the Utah Coordinate System 1983 South Zone, US Survey Feet, scaled to ground with no localization applied. Original bearings have been rotated to match said coordinate system.

Legal Description

That portion of the SE¼ NE¼ of Section 33, Township 43 South, Range 6 West, Salt Lake Base and Meridian, more particularly described as follows:

COMMENCING at the east ¼ corner of said Section 33; thence, along the ¼ section line, North 89° 01' 07" West 689.59 feet; thence North 00° 58' 53" East 233.11 feet, to POINT OF BEGINNING; thence North 89° 19' 57" West 381.02 feet; thence North 89° 23' 20" West 193.61 feet, to the east right-of-way of US Highway 89A; thence, along said right-of-way, North 00° 36' 40" East 20.00 feet; thence South 89° 23' 20" East 193.73 feet; thence North 00° 56' 03" East 202.77 feet; thence South 89° 01' 56" East 380.04 feet; thence South 00° 40' 48" West 220.78 feet to the POINT OF BEGINNING, containing 2.03 acres (more or less).

Notes:

Record dimensions are shown in parenthesis.

Ownership: Brandt & Cortni Reese
1045 S 175 E Kanab, UT 84741

Owner's Dedication

Know all men by these presents that the undersigned is the respective owner of the above described tract of land, and hereby subdivides the same into lots to be hereafter known as Reese's Minor Subdivision, the undersigned hereby dedicate all of Reese's minor subdivision, as set forth herein, to Brandt Reese and Cortni Reese. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, and hereby dedicate the 50 foot wide road, shown hereon, as a public road. The same to be used for the installation, maintenance and operation of utility lines and facilities. In witness whereof, we have set our hand this the _____ day of _____, 20__.

Brandt Reese and Cortni Reese:

_____
Brandt Reese

_____
Cortni Reese

Notary Acknowledgment

State of _____)
s.s.
County of _____)

On the _____ day of _____, 20__, Brandt Reese; personally appeared before me, and duly acknowledged to me that he did execute the same.

Notary Public Full Name: _____
Commission Number: _____
My Commission Expires: _____
A notary Public Commissioned in _____

_____
Notary Public (signature)
No Stamp required (Utah Code 46-1-16(6))

Drawn by: MJS Survey Date: March 3, 2025

Rev. #	Date	Description
#1	5/1/25	*City Surveyor Comments*
#2	8/1/25	*Commercial Access Agreement Changes*

Sheet 1 of 1

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

KANAB
UTAH

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

DATE: November 18, 2025
TO: Mayor and City Council
SUBJECT: Canvass of the November 4, 2025 Municipal Election
PREPARED BY: City Manager, Kyler Ludwig

Background:

The Kanab City Council, acting as the Board of Municipal Canvassers, is required to review and approve the results of the November 4, 2025, Municipal General Election. The election was administered by the Kane County Clerk's Office and included the selection of candidates for municipal offices, as well as any certified ballot propositions. The canvass must be conducted in a public meeting within 14 days of the election.

The County Clerk has completed the official count, including the processing of vote-by-mail ballots, provisional ballots, and required audits. The official canvass report has been transmitted to the City for formal acceptance.

Analysis:

The City Council is responsible for reviewing the following components of the election, as provided by the Kane County Clerk:

- Total number of ballots cast: 1477
- Number of valid and rejected vote-by-mail and provisional ballots:
- Vote totals for each municipal candidate and ballot proposition:

Kanab City Mayor 4 Year Term

Troy (Colten) Johnson	147	201	354	346	1048	100.00%

Kanab City Town Council 4 Year Term

Jessie Riddle	75	82	174	180	511	19.76%
Steven Shrope	69	151	241	166	627	24.25%
David Robert Lane	28	59	123	228	438	16.94%
Chris Heaton	153	187	376	294	1010	39.06%

- Any notes regarding tie votes, disqualified ballots, or recounts: None

This canvass finalizes the election process and establishes the official results. Upon acceptance, a Certificate of Election Canvass will be signed by the Mayor and Councilmembers.

Legal:

Financial:

Recommendations/Actions: It is recommended the City Council:

Approve the official canvass results: “I move that the Kanab City Council, acting as the Board of Municipal Canvassers, approve the official canvass results of the November 4, 2025, Municipal General Election as presented.”

November 4, 2025 General Municipal Election Results for Kanab City, Utah

	K1:A	K2:A	K3:A	KA:4	City Totals	Vote Percent
Registered Voters	424	497	951	991	2863	
Votes Cast	196	269	513	499	1477	
% of Turnout	46.23	54.12	53.94	50.35	51.59	

Kanab City Mayor 4 Year Term

Troy (Colten) Johnson	147	201	354	346	1048	100.00%

Kanab City Town Council 4 Year Term

Jessie Riddle	75	82	174	180	511	19.76%
Steven Shrope	69	151	241	166	627	24.25%
David Robert Lane	28	59	123	228	438	16.94%
Chris Heaton	153	187	376	294	1010	39.06%

I hereby certify the foregoing is a true and correct accounting of the November 4, 2025 General Municipal Election for Kanab City, Utah

Troy (Colten) Johnson
Kanab City Mayor

Boyd Corry
Kanab City Council

George Scott Colson
Kanab City Town Council

Peter V. Banks
Kanab City Council

Celeste Cram
Kanab City Recorder

Arlon Chamberlain
Kanab City Council

Christopher F Heaton
Kanab City Council

#REF!

523	#REF!
1571	#REF!

Certificate of Election

State of Utah)
County of Kane §
City of Kanab)

I, the undersigned City Recorder in and for the City of Kanab, Kane County, State of Utah, do hereby certify that the 2023 Municipal General Election was cancelled pursuant to Utah Code Annotated § 20A-1-202, and Kanab City Resolution No., which declares each unopposed candidate elected to office. I do hereby certify that _____ was declared elected to the office of Councilmember by the City Council of the City of Kanab.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed my official seal this day of , A.D. 2023.

_____
Celeste Cram, City Recorder

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

KANAB
UTAH

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

DATE: November 18, 2025
TO: Mayor and City Council
SUBJECT: Selection of Insurance Broker for Employee Benefits
PREPARED BY: City Manager, Kyler Ludwig

Background:

Kanab City issued an RFP seeking qualified insurance brokerage and consulting services to support the City's employee benefits program. This is a routine procurement to ensure competitive service delivery and value. While the City has maintained a positive relationship with HUB International, the RFP process was initiated as part of the City's standard periodic review of professional service contracts.

Two qualified firms submitted proposals in response:

- HUB International Insurance Services
- GBS Benefits, Inc.

Both firms met the minimum qualifications as outlined in the RFP and submitted responsive proposals outlining their services, personnel, and strategic capabilities.

Analysis:

City staff conducted a thorough evaluation of the proposals, considering the following criteria: experience with public sector entities, strategic planning capabilities, service model, team qualifications, and access to specialized resources.

HUB International:

- Current provider to Kanab City.
- Strong record of service with 18 municipalities in Utah.
- Offers continuity, demonstrated understanding of City needs, and a strong local presence through its St. George office.
- Proposal emphasizes multiyear strategic planning, data analytics, and compliance support.

GBS Benefits, Inc.:

- Serves over 80 public sector clients in Utah, including Kane County and Kane County Hospital, creating opportunities for regional alignment.
- Offers a comprehensive service model supported by an in-house team of specialists (e.g., medical director, behavioral health consultant, pharmacy specialist).
- Proposed a more structured year-round engagement model with frequent reporting and planning meetings.

After comparing both submissions, City staff expressed a preference for GBS Benefits, Inc. The firm has built a strong reputation across Southern Utah, offers deep subject matter expertise, and supports other major public employers in the region. Their proposal presents a high level of customization and strategic insight, particularly in areas of compliance, analytics, and employee engagement.
There were no concerns noted with HUB's past performance, and the transition is not due to any deficiencies in service.

Legal:

Financial:

There is no direct cost to the City for broker services. These services are compensated by insurance carriers through commission-based structures. The City will continue to monitor rate transparency and ensure that all commissions are disclosed and consistent with market standards.

Recommendations/Actions: It is recommended the City Council:

Approve the selection of GBS Benefits as the City's Insurance Broker for employee benefit services effective January 1, 2026, and authorize the City Manager to negotiate and execute a professional services agreement consistent with the RFP.

RFP10252025 - Employee Benefits Brokerage and Consulting Services

U3P Back to list

Project Details

Project: Employee Benefits Brokerage and Consulting Services

Ref. #: RFP10252025

Department: CITIES - City of Kanab

Type: RFP

Status: CLOSED

Open Date: Oct 24th 2025, 3:00 PM MDT

Questions Due Date: Nov 5th 2025, 5:00 PM MST

Close Date: Nov 10th 2025, 5:00 PM MST

Days Left: Submissions are now closed

November 2025 prev next

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26 OPEN	27	28	29	30	31	1
2 OPEN	3	4	5	6	7	8
9 OPEN	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

Project Description:
Kanab City
Request for Proposal
To Provide Insurance Consulting Services on Employee Benefit Plans

Employee Benefits Brokerage and Consulting Services
The purpose of this Request for Proposal (RFP) is to enter into a contract with a qualified professional for Employee Benefits Consulting Services to assist Kanab City in the management of its employee health and wellness benefits programs. It is anticipated that the qualified consultant will review and evaluate Kanab City's current plan designs, identify competitive options, and provide recommendations to the City for consideration. In

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty, and are encouraged, to expand upon the specifications to confirm service capability. Kanab City will not be liable for any costs offerors may incur in the preparation, delivery, or presentation of their proposals.

Background Information on Kanab City
Health Insurance: PEHP STAR HSA $2,500
Health Savings: Health Equity – (City Contribution $4,300/annually)
Dental: PEHP Preferred Choice PPO $1,500
Vision: Optional- PEHP EyeMed Vision Care Plan
Employee Assistance Program: Blomquist Hale
Life Insurance/AD&D: PEHP ($50,000/$10,000)
Disability: PEHP
Telemedicine: Recuro

Scope of Services
- Advise Kanab City as to whether current providers and plan designs are best meeting the needs of the City and/or whether new providers and/or plan designs should be considered to help control current and future plan costs.
- Provide renewal projections and secure carrier(s)/administrator(s) renewal estimates for the upcoming plan year each year the contract is in effect.
- Evaluate the renewal proposals and report findings and recommendations to Kanab City. The consultant should have the ability and skill to negotiate the renewal proposals when appropriate.
- When necessary, market Kanab City's group benefit plans (including preparing RFPs) for the selection of carrier(s) and/or administrator(s) for group health and welfare benefit plans.
- Assist in the negotiation of the contractual terms between Kanab City and selected providers and administrators of group health and welfare benefit plans.
- Ensure that all contracts, plan documents, and summary plan descriptions are produced and executed in a timely manner. Review and advise the City as to whether each contract meets the terms negotiated.
- Act as a liaison, as requested, between Kanab City, its individual employees, and the insurance carrier(s)/administrator(s) in resolving problems (e.g. assisting with resolution of claims issues, billing problems, or coverage disputes).
- Provide analytical and strategic consulting services on an ongoing basis for the City's group health and wellness benefit plans.
- Provide comprehensive financial analysis and projection services for the City's benefit programs.
- Analyze and present plan utilization information and cost projections on a monthly basis (e.g. monthly claims and expense reports).
- Review current group health and welfare benefit plan offerings to ensure compliance with all applicable State and Federal laws governing insurance (i.e., ACA, HIPAA, COBRA, ERISA, USERRA, FMLA, etc.).
- Provide ongoing advice and insight related to best practices to remain in compliance with State and Federal insur 7 e laws and regulations.
- Provide support for employee communication and engagement, including coordinating open enrollment meetings and providing benefits education materials to employees.

Terms of Contract

It is anticipated that Kanab City will enter into a contract with the successful bidder, effective January 1, 2026 or a soon as practical. The initial term of the contract will be three (3) years, with an option to renew for up to two (2) additional one-year periods under the same terms and conditions.

The final contract will include Kanab City's standard terms and conditions (e.g. insurance requirements, indemnification, non-discrimination, Utah state compliance, etc.). By submitting a proposal, the proposer agrees to accept the City's standard contract terms unless specific exceptions are noted in the proposal.

Qualifications of Respondents

Respondents will not be considered unless they meet the following minimum requirements:

- Consultant/Broker shall possess a valid Utah business license.
- Maintain a Professional Liability and/or Errors & Omissions insurance policy with limits to satisfy state code and requirements of the City's risk management company.

(Respondents should ensure they meet these qualifications; proof may be required.)

Proposal Content

The proposal should follow the format outlined below, addressing each section in the order presented:

Company Background & Qualifications

- Describe your view of the role of a benefits consultant/broker and what differentiates your company from others.
- Provide an overview of your company's current ownership and organizational structure, including the number and locations of your offices.
- Describe the types of employer groups (size and industry) that you service and the number of current clients using your services.
- How many years have you specialized in benefit brokerage services?
- Describe the proposed team that would work with us and provide information about the qualifications and expertise of each team member.

Strategy & Plan Management

- Provide an overview of your approach to strategic benefits planning.
- Outline a long-term benefits strategy consistent with current and future business needs of the City.
- How frequently will you meet with us to review our plan performance and address issues?
- Describe your methods for monitoring and communicating industry research, developing trends, and opportunities in employee benefits.
- Explain how you stay current on marketplace standards, new services, and new technology in benefits strategy and administration.
- Describe your company's marketplace leverage in negotiating with carriers on rates, policy terms, and plan design.
- Do you provide specialized consulting services on ancillary and/or voluntary lines of coverage?
- Please describe at least two innovative strategic solutions you have implemented for clients similar to Kanab City that highlight your benefits consulting expertise.

Analytics & Cost Containment
- Do you offer actuarial services? If so, please explain.
- Describe your analytic capabilities and support staff. Do you have an in-house analytics team?
- Describe your analytics and claims reporting tools and resources.
- What resources do you use for reviewing large claims?
- Describe your view of the role wellness programs have in controlling healthcare costs. What resources and tools do you offer clients around wellness initiatives?

Compliance
- Do you have in-house benefits attorneys or compliance specialists who provide counsel to your clients, assist with key issues, and keep clients informed of the latest legislative changes? Please explain.
- How would you support us in ensuring our employee benefits programs remain compliant with all federal and state laws? How does your firm stay current with changes in laws or regulations that would affect the City?
- How do you disseminate information about current trends and legislation? Do you provide training and webinars on frequently changing regulations as part of your services?
- Are you qualified to assist with COBRA compliance? What is your role in managing COBRA for clients?
- Does your firm provide general HR consulting services and/or support in addition to benefits consulting?

Employee Communications & Engagement
- Please describe your approach to employee education and communication, including open enrollment and ongoing support for Kanab City employees.
- Describe your company's customer service philosophy and support process, as well as your commitment to quality assurance.
- How will you provide benefits education to our employees? Provide examples of methods or materials (e.g. in-person meetings, webinars, benefit guides).
- How do you help clients resolve individual claim problems, billing questions, or plan interpretation issues? Are there dedicated team members to provide ongoing administrative support to our staff?
- How would you help us utilize technology for benefits communication, enrollment, and administration? Describe how your services can enhance our processes and employee understanding.
- Do you provide any benefits administration services or systems, or related consulting support (e.g. outsourcing options or online enrollment platforms)?

References
- Describe your organization's experience working with organizations similar to Kanab City.
- Provide at least three (3) current client references, including: Client Name, Contact Person, Address, Telephone Number, and Email Address for each reference.

Cost Proposal
- Provide a transparent and detailed cost proposal, outlining all proposed streams of revenue (e.g. commissions, fees, retainers), and clearly state the total annual fees or compensation expected for your services.
- Please specify if any services mentioned in your proposal are not included in your standard compensation and would require additional fees.
- Disclose all forms of compensation your firm may receive related to Kanab City's account, including any commissions, contingency/override payments from insurance carriers, or any other vendor fees, and explain how such 7 ments would affect the overall cost to the City.
- State your philosophy of compensation disclosure. Describe your approach to compensation disclosure,

Addenda
Include any additional documents or attachments that would help the City better understand the services offered by your firm (e.g. sample reports, employee communication materials, compliance resources, etc.).

Conflict of Interest Disclosure
All proposals must include full disclosure of any existing or potential conflicts of interest. Disclose any business or personal relationships with any Kanab City employees, officials, or other entities that could influence or appear to influence the services you provide under this engagement. It is the proposer's responsibility to identify any such relationships or situations. If no conflicts exist, affirmatively state that none exist. Failure to disclose an existing or potential conflict of interest may result in disqualification of the proposal.

Directions for Submittal
PROPOSALS MUST BE SUBMITTED ELECTRONICALLY THROUGH THE BONFIRE PROCUREMENT PORTAL NO LATER THAN MONDAY, NOVEMBER 10, at 5:00 p.m. (Mountain Time) Late submissions will not be accepted.

Selection Process
An oral presentation by an offeror to clarify a proposal may be requested at the discretion of the City. However, the City may choose to award a contract based on initial proposals received without additional discussion. Kanab City reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal.

Evaluation Criteria: Kanab City will evaluate proposals based on the following factors (not necessarily in order of importance):

- Experience and Qualifications: The proposer's experience, expertise, and qualifications of key personnel in providing benefits brokerage/consulting services, particularly for similar municipal or public-sector clients.
- Scope of Services and Approach: The scope and quality of services proposed, including the firm's approach to meeting the City's needs for compliance with ACA, HIPAA, COBRA, ERISA, etc., recommendations on benefit offerings and plan design, and ongoing plan management strategy.
- Carrier Access and Negotiation: The proposer's ability to market the City's benefits to multiple insurance carriers and to negotiate favorable contracts, premiums, and terms with benefit providers on the City's behalf.
- Cost and Transparency: The competitiveness of the fee/commission structure and the degree of transparency and full disclosure in the cost proposal.
- Quality of Proposal and Fit: The overall quality, clarity, and responsiveness of the proposal, including adherence to RFP instructions, as well as the results of reference checks and the perceived fit with the City's requirements and organizational culture.

(The City may invite one or more finalists for interviews or presentations after an initial evaluation of the written proposals. The contract award will be made to the firm which, in the City's judgment, best meets the above criteria and is most advantageous to Kanab City.)
Contact Person

All correspondence and inquiries concerning this RFP should be directed to:

Danielle Ramsay
Kanab City
26 North 100 East
Kanab, UT 84741
dramsay@kanab.utah.gov

Important Events:

Search

Status	Event Name	Location	Description		
PASSED	Open Date	Online Portal	Posting date for the Opp ortunity	Oct 24th 2025, 3:00 PM MDT	N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Ques tions	Nov 5th 2025, 5:00 PM MST	N/A
PASSED	Close Date	Online Portal	Deadline for Submission s	Nov 10th 2025, 5:00 PM MST	N/A

Commodity Codes:

UNSPSC 84131905 **Employment practice liability insurance services:** Services including brokerage, insurance engineering, certificate portal and claims management in support of Employment Practice Liability Insurance.

Requested Information:

Listed below are the documents and information needed to complete your submission:

Name	Type			# Files
Proposal	File Type: PDF (.pdf)	Multiple	REQUIRED	

Messages

Public Notices (0) ()

Vendor Discussions (0) ()

There is currently nothing to display here.

Create a new Public Notice

7

Submission

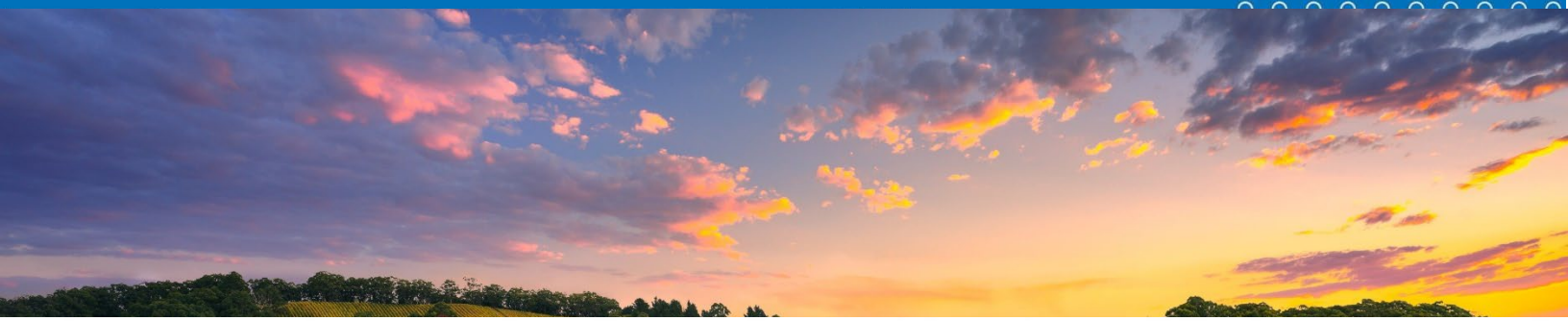
7

Request for Proposal

Benefit Brokerage Services

RFP10252025

Kanab City, Utah



City of Kanab Utah

HUB

20 N. Main St. Suite 319
St. George, UT 84770

HUB International Insurance Services

Kanab City
Danielle Ramsay
dramsay@kanab.utah.gov

November 10, 2025

Re: **RFP10252025 - Employee Benefits Brokerage and Consulting Services**

Thank you for the opportunity to respond to your Request for Proposal to provide benefit brokerage services to Kanab City. Although we've been working for Kanab for many years, we do believe it is a good idea to review relationships and evaluate the services available in order to make sure we meet your expectations. HUB is one of the largest privately held brokerage firms in the world but at the same time, we have a strong local footprint in the communities where we live and work, including Southern Utah. We are proud of our presence throughout the State of Utah and beyond, supporting employers and employees across the United States. I personally take great pride in representing Kanab City and will do everything possible to keep this relationship going for 2026 and beyond.

Addressing your unique set of needs to ensure you have a program that cares for your employees and their dependents, while minimizing costs and administrative burdens, will require an innovative and creative approach. HUB's local knowledge, paired with our National, world-class resources, provides the ideal methodology to meet and exceed your expectations.

We combine Fortune 500 caliber resources with a local service team of professionals to support Kanab City. It's just one of the characteristics that sets us apart. Not only do we have the expertise, depth, and service breadth of a large organization familiar with every market in the country, but we also know the people and culture of Utah.

HUB's value proposition is to deliver a personalized employee benefit consulting experience through a team of benefit professionals who will utilize a multi-year strategy focused on:

- Acting as your trusted advisor and truly understanding your employees.
- Offering the best available cost management solutions and innovative ideas that will move your benefit strategy forward in a logical and methodical way.
- Leveraging compliance resources that will ensure you navigate the local, state, and federal legal landscape.
- Providing available HR support tools and resources in addition to the expertise of your HUB benefit team who can interact with you and your employees when needed.
- Engaging with and advocating for your employees through customized communications.

Included in this proposal are details of how we can best serve and support the needs of the city of Kanab and your employees.

Conflict of Interest Disclosure: HUB affirms we do not have any business or personal relationships with any Kanab City employees, officials, or other entities that could influence or appear to influence the services you provide under this engagement. No conflicts exist.

We believe you deserve innovative solutions to continue providing limitless opportunities to you and other team members. Thank you again for the opportunity to retain your business.

Respectfully Submitted,

Bill Phelps
Vice President, Consultant
801-727-6007
bill.phelps@hubinternational.com

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Scope of Services

HUB Commitment

The HUB team has reviewed the scope of services request, and we are confident that we can build the right strategy in collaboration with Kanab City. Below is a summary of commitment for your scope of service categories. More detailed information is in the content of the Request for Proposal submission.

We confirm we meet the following minimum requirements:

- Consultant/Broker shall possess a valid Utah business license.
- Maintain a Professional Liability and/or Errors & Omissions insurance policy with limits to satisfy state code and requirements of the City's risk management company.

Company Background & Qualifications

1. Describe your view of the role of a benefits consultant/broker and what differentiates your company from others.

I personally see the role of a benefits consultant/broker as a strategic partner to Kanab City. Over the years, I've enjoyed consulting with and helping design, implement, and manage competitive employee benefits programs that attract and retain top talent. A benefits consultant should provide guidance on plan options, new programs or services, regulatory compliance, cost management, and industry best practices, ensuring that clients achieve optimal value and alignment with their organizational goals.

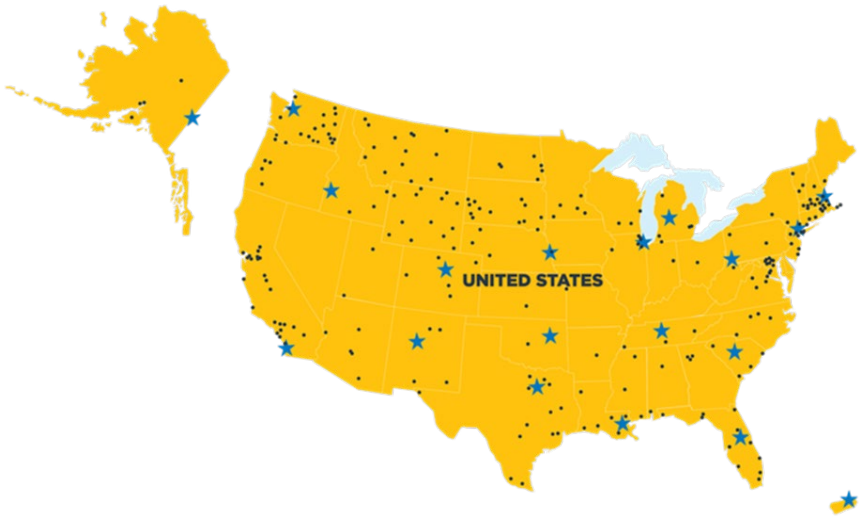
What differentiates Hub International is our client-centric approach, extensive industry expertise, and innovative solutions tailored to each of our clients' unique needs. We prioritize transparent communication, proactive plan management, and data-driven decision-making. Our commitment to ongoing support and continuous improvement ensures our clients stay ahead in an ever-evolving benefits landscape.

Last, but not least, Industry experience and understanding the unique needs of municipalities and sharing the options available to them. I personally represent 18 municipalities throughout the state and have found it beneficial in creating plan recommendations for my clients and also in working with the carriers on rate negotiations.

2. Provide an overview of your company's current ownership and organizational structure, including the number and locations of your offices.

Organizational Overview
When we first began working with Kanab City, we were a Utah-based agency called Spectra Benefits. In 2018, HUB Internation acquired our St. George and Sandy Utah offices. As far as

HUB International goes, HUB began with the merger of 11 independent, privately held insurance brokers in Canada in 1998. We acquired our first US broker/consultant firm in Chicago that year and moved global headquarters to Chicago soon thereafter. Today, we continue to grow both organically and through acquisition. We are the largest privately held broker in the U.S., and the 5th largest broker in the world. HUB International has over 600 offices and approximately 20,000 associates in North America and Puerto Rico. Our large, regional hubs are the anchor of our business model with satellite offices strategically located throughout the United States. Our acquisition strategy is focused on completing our U.S. presence as well as targeting acquisitions that advance our position in specific business channels. Today, HUB represents a broad, deep, one-of-a-kind aggregation of knowledge that supports our boundaryless risk solutions in Employee Benefits, Commercial Lines and Personal insurance.



HUB Ownership

HUB International is majority owned by private equity firm, Hellman & Friedman (H&F). HUB's management team, along with private equity firm, Altas Partners (Altas), hold a significant equity position. Our equity partners, H&F and Altas, are two of the most experienced and successful investment organizations in the private equity industry. They have extensive experience in the insurance industry, having invested over $2.3 billion in insurance-related businesses over a span of 20 years. H&F and Altas work with us to build greater value through investments in technology, sales enablement, marketing and other key initiatives designed to enhance the customer experience. HUB International is structured around 32 divisions ("hubs"), with satellite offices strategically located throughout the United States and Canada, rolling up into six super regions. We understand that local presence provides a significant competitive advantage. Personal service, individual attention and the ability to respond quickly to changing insurance needs and market influences are just a few of the benefits of our local presence.

3. Describe the types of employer groups (size and industry) that you service and the number of current clients using your services.

I currently serve a diverse range of employer groups across various industries and sizes. My municipal client base includes 18 municipalities and 1 county government, representing a wide spectrum of organizational sizes and needs. In addition, I work with 45 private sector clients spanning industries such as automotive dealerships, manufacturing, and technology-based companies. This diverse portfolio demonstrates mine and HUB's ability to tailor solutions to different organizational structures and industry-specific requirements, ensuring effective benefit strategies for each client.

4. How many years have you specialized in benefit brokerage services?

I began working in the employee benefits world in 1997, bringing over 28 years of experience in the employee benefits industry. I am passionate about my work and dedicated to helping clients design and implement employee benefit packages that attract, retain, and support their workforce. My extensive experience and genuine enthusiasm for this field enable me to deliver personalized, strategic solutions tailored to each client's unique needs. I truly love working with my clients.

5. Describe the proposed team that would work with us and provide information about the qualifications and expertise of each team member.

I have personally worked with the leadership/executive team of Kanab City Since 2009. My role as Business Advisor / Consultant will not change. Additionally, Shellie Cox will continue as your dedicated Account Executive. Breaking it down further, HUB's service teams are built around five key, collaborative roles: Relationship Manager / Account Executive, Account Manager, Account Representative, and Benefit Analyst. Each team member plays a vital part in delivering both day-to-day support and long-term strategic guidance, working together to ensure seamless service for your organization.

BILL PHELPS
VICE PRESIDENT – BUSINESS ADVISOR

Bill has more than 25 years of employee benefits experience. He began his career working in the Professional Employer Organization field working directly with business owners to find solutions for challenges associated with their employee benefits, payroll, workers compensation and HR.

Through his years of experience and working in several different roles has given him a greater understanding of the complex health care industry and the challenges facing employers. Bill joined Spectra Benefits in 2006 and a few years later opened the Southern Utah office- which he manages to this day. In 2018 Spectra Benefits was acquired by HUB International which provided a greater depth of products and service as well as customer support.

Bill currently serves on the broker advisory board for Motiv Health, a Utah-based insurance carrier. Bill enjoys working in many different industries in both the public and private sectors. Regardless of the entity type, Bill believes that the success of many companies revolves around its culture, and he truly appreciates being a small part of helping employers define and enhance their culture and employee experience through employee benefits.

While he enjoys time with clients and having a front row seat to some of the greatest businesses around, what he values most is time with his amazing family (wife & 3 kids). His oldest daughter Sophia is a former 2-time AMA National motocross champion, and is currently in her second year of the mechanical engineering program at Utah Tech. His son Ezra is currently serving an LDS mission in Mesa Arizona and his youngest child, Ellie, is studying Chinese at the University of Tianjin China. Hard work, mental toughness and dedication to being the best are wording the Phelps family lives by.

SHELLIE COX
ACCOUNT EXECUTIVE

Shellie has over a decade of experience in the dynamic insurance industry and has provided exceptional service to a diverse clientele of many industries and sizes. She prioritizes understanding each client's unique needs and delivering tailored insurance solutions. Her commitment to continuous learning and staying abreast of industry best practices enable her to empower clients with the knowledge they need to make informed decisions about ensuring the well-being of their employees. Shellie takes pride in building long-lasting relationships founded on trust, integrity, and a genuine dedication to service excellence. In her spare time, Shellie enjoys spending time with family- especially her grandchildren. She also enjoys gardening and helping her husband, Rod, with all their farm animals.

In addition, your organization will be supported by a dedicated, experienced Specialty Practice team focused on your employee benefits needs—both immediate and long-range. Our teams specialize in developing innovative, tailored solutions that address your unique challenges and mitigate risk. HUB's ability to attract and retain top talent allows us to supplement your core team with subject matter experts as needed.

To ensure high-quality service, HUB maintains a thoughtful balance of accounts based on size, complexity, geographic footprint, and renewal timing. We use a client-centric model, assembling each team to align with your specific goals. Your team will meet regularly—internally and with you—to ensure strategic initiatives and deliverables are consistently met throughout the year.

See Appendix for more team member biographies including qualifications and expertise.

Strategy & Plan Management

6. Provide an overview of your approach to strategic benefits planning.

HUB offers a comprehensive suite of resources to help you manage your benefits and develop a strategy aligned with your current and future business goals.

We begin with a strategic planning process tailored to your organization's unique objectives. Our experts work with you to evaluate both short- and long-term priorities, ensuring your benefits strategy supports employee needs while advancing your business outcomes.
What sets HUB apart is our use of immersive, proprietary tools that allow us to co-develop benefit designs and initiatives that make sense for your workforce, their families, and your bottom line. These tools incorporate financial modeling and scenario planning to proactively manage risk and avoid surprises.

We also focus on reducing barriers to care by designing programs that minimize employee confusion and improve decision-making. Our goal is to help you build a benefits strategy that is sustainable, impactful, and aligned with your organizational vision.

Attention to Detail

Our teams are talented, our associates are experts, but our process separates us from the pack. Our teams follow "Due Diligence Inspired" roadmaps to make sure that nothing is left unsaid. Annually, our National Best Practices team updates our guides and materials, and our teams retrain.

Below is one of our high-level checklists with pages of detail behind each area:

Cost Management

- Contribution strategies
- Plan design selection
- High-cost claim management
- No cost surgery network/steerage program
- Telemedicine / virtual care programs
- Persona Analysis to drive targeted solutions
- Actionable data analytics
- Self-funded health evaluation, including
  - EB captives
  - Reference-based pricing
- Stop-loss consulting
- Prescription drug consulting
- Specialty drug management programs
- Disease management & carve-outs

- Claims audit
- Dependent eligibility audit
- Spousal coverage options & incentives

- Dental/vision coverage review
- Group life & disability coverage review
- Individual disability insurance (IDI) coverage evaluation
- Voluntary benefits

Employee Engagement

- Multi-channel open enrollment support
- Employee communications portal
- App-based engagement, communication and steerage
- Employee advocacy
- Individual & Medicare coverage resources
- Persona Analysis: strategy by demographic

HR/Benefits Technology

- Benefits admin system evaluation
- HRIS analysis & system selection
- Text (or app) based platform for communications
- Benefits education & decision-support tools

Compliance Consulting

- Annual notice review
- Compliance review with HUB Compliance Officer—build your fiduciary file
- HIPAA training
- ACA reporting support
- Guidance on OSHA ETS, PPACA , etc.
- Review state-by-state requirements

Client/HR Advocacy

- HR compliance support & advocacy
- Comprehensive leave review with Workforce Absence Management
- Absence management outsourcing
- HR strategy & planning
- Employee Value Proposition
- Training design & development
- Compensation consulting

Health & Performance

- Well-being consulting
- Vendor management
- Health & Performance toolkit
- Incentive design

Overall Risk Mitigation

- Include Risk Management in key meetings
- Identify workers' comp crossover
- Cyber liability coverage
- P&C coverage
- Retirement consulting/review
- M&A navigation & diligence support

Strategy at a Glance

We take a forward-looking approach to benefits strategy, continuously refining your plan to align with the evolving needs of your business. Our process is adaptive and collaborative, resulting in a co-authored multi-year strategic plan that reflects our partnership and delivers tailored solutions. As your business changes, so does the plan—ensuring your benefits remain relevant, effective, and aligned with your goals.

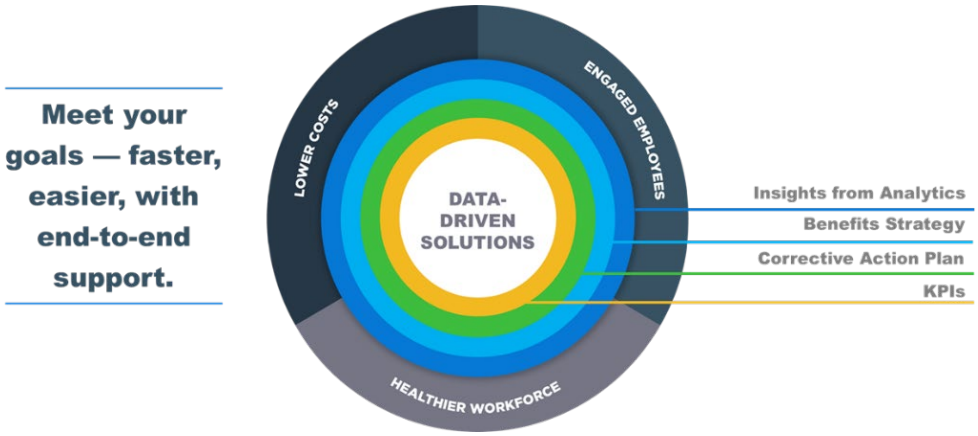
Below is a high-level summary of a sample client three-year plan:

	2025	2026	2027	Continued/Ongoing Future Planning
Destination Employer	• Implement custom communications • Medicare consultant available to employees at no cost	• Implement Low Dental plan option • Pet insurance • Caregiver Support • Specialized Cancer Education and Support • Preventive Drug List – HDHP • Communications - HDHP Education • Wellbeing Initiatives	• VB Products into Medical • Consider UNUM for CI • Hospital Indemnity • 529 Plan/Student Loan Refi • Health Advocacy/Care Coordination	• Employee communications • Behavioral Health • Group Legal/ID Theft • Wellness Challenges
Financial Impact	• Increased HSA Single/Family Deductible • Stop Loss Carrier Change – 10% Savings • Medical Contribution Increase +10% • Increase SP/DP surcharge to $150	• Plan Design/Differential PPO and HDHP • Enhanced Dental Benefit – 3rd Cleaning (heart, diabetes, pregnancy) – can mitigate medical incidences • Evaluate Contribution Strategy • Narrow / High Performance Networks • Clinical Pharmacy Management Options • Promote TeleHealth & Urgent Care • Hinge Health Evaluation • Medicare Education & Support	• Rx Plan Design • Transparency Tools • Salary Based Contributions	• Cost Savings • Digital Health Coaching • Biometric Screenings • Results Based Contribution Incentives
Administrative Efficiencies	• New launch of Company Intranet • All contributions outside of medical remained flat	• Dependent Eligibility Verification	• COBRA Compliance Review	• Compliance Calendar Review

Integrating It All

Our approach is to bring together all relevant data sources—including medical and pharmacy claims, short- and long-term disability (STD/LTD), FMLA, and employee survey results—into the design or redesign of your benefits initiatives. Every strategy we implement is grounded in your organization's health and business objectives, supported by a deep understanding of your employee population.

We incorporate expert guidance, targeted incentives, and creative, multi-channel communications to maximize engagement and drive awareness. Leveraging our deep knowledge of the vendor landscape and industry best practices, we ensure each initiative includes the essential elements for successful execution and long-term impact.



7. Outline a long-term benefits strategy consistent with current and future business needs of the City.

Looking back over the past 5 years, and evaluating the medical renewals, Kanab City has averaged a 5.64% increase from 2021-2025. After factoring in the annual LGRP pool refunds, this brings the average annual medical renewal down to 4.64%, far below national averages. We have focused on long-term strategies where we typically discuss expected growth and long-term goals that might be accomplished by adding new benefits or changing existing ones.

For most businesses, a long-term benefits strategy should focus on providing sustainable, flexible, and competitive benefits that align with the city's current and future organizational and workforce needs. This strategy includes:

1. **Comprehensive Benefits Package:** Implementing a comprehensive benefits plan that balances quality healthcare, retirement options, wellness programs, and voluntary benefits to attract and retain a skilled, diverse workforce.
2. **Cost Management & Sustainability:** Regularly reviewing plan design and vendor partnerships to optimize costs while maintaining high-quality benefits. Exploring innovative funding options and wellness initiatives that reduce long-term healthcare costs.

3. **Employee Engagement & Wellbeing:** Prioritizing employee wellness, mental health, and financial literacy programs to foster a healthy, engaged, and productive workforce.
4. **Flexibility & Adaptability:** Designing flexible benefits offerings that can adapt to demographic shifts, technological advances, and legislative changes, ensuring the city remains agile in meeting employee needs.
5. **Future-Proofing Benefits:** Staying ahead of regulatory changes and industry trends through ongoing education and strategic planning, ensuring compliance and relevance of benefits programs over time.
6. **Data-Driven Decision Making:** Utilizing analytics to assess the effectiveness of benefit programs, identify gaps, and make informed adjustments aligned with the city's evolving goals.

This basic strategy will efficiently manage benefit costs, support workforce stability, and adapt proactively to changing legislative and economic landscapes.

Looking back on our relationship, I believe we have accomplished the goals of the city to offer:

- a competitive benefits package
- Properly educate employees on how to be good healthcare consumers
- Evaluated available reporting and carrier feedback
- Controlled costs by taking the benefits out to bid in order to keep rates in check
- Made changes to align with the desired company couture

As new benefit offerings and new technologies come available, we will continue to inform Kyler and Danielle and evaluate the potential benefits to the city.

8. How frequently will you meet with us to review our plan performance and address issues?

Historically we have met with Kanab City at least 3-4 times per year. Typically, we meet in February or March for a "pre-renewal" discussion. We then meet and discuss the renewal options and potential changes for the July 1 effective date. We also meet with the staff for an open enrollment review of the benefits and any changes that may have taken place. We then like to meet for a "post-renewal meeting to identify how everything went and whether any changes need to take place for the next years open enrollment meetings.

With most of our clients, we allow our clients to determine the right cadence for face-to-face meetings. On average, we conduct 4 – 6 meetings a year but would expect no less than quarterly and will meet more frequently if that's what you desire.

For our larger clients, meetings comprise of: Annual Planning Sessions, Quarterly Financial Reviews, Compliance Review meetings, Pre-Renewal and Renewal meetings. Smaller clients do not have the same financial reporting, but we do receive some high-level information on how various carrier programs are being utilized. Additional meetings will be scheduled based on your needs and the initiatives you elect to implement. Below are some typical agenda items for our quarterly meetings:

Our ongoing actions include: open item calls, monthly financial reporting (if available), compliance monitoring and guidance, and ongoing communication assistance.

9. Describe your methods for monitoring and communicating industry research, developing trends, and opportunities in employee benefits.

HUB International employs a comprehensive approach to monitoring and communicating industry research, emerging trends, and opportunities in employee benefits. This includes:

1. **Dedicated Research Team:** Our team continuously reviews industry publications, regulatory updates, and academic studies to stay informed of the latest developments in insurance, emerging plan design options and new technologies to better educate and inform Kanab City employees.
2. **Partnerships and Industry Memberships:** We maintain active memberships with leading professional organizations and industry groups, which provide access to current research, benchmarking data, and trend reports.
3. **Regular Client Updates:** We disseminate timely information through customized alerts, newsletters (see answer to question #21), and summary reports that highlight relevant legislative changes, innovative benefit solutions, and emerging opportunities.
4. **Ongoing Education and Webinars:** We host periodic training sessions and webinars, bringing expert insights directly to our clients and enabling proactive strategic planning.

5. **Strategic Advisory:** We analyze industry data and research to identify trends and opportunities tailored to each client's needs, facilitating informed decision-making and long-term planning.

This proactive approach ensures that our clients are well-informed, compliant, and positioned to leverage the latest opportunities in employee benefits.

10. Explain how you stay current on marketplace standards, new services, and new technology in benefits strategy and administration.

Yes, HUB International takes a comprehensive, structured approach to staying current on marketplace standards, new services, and emerging technology by ensuring that best practices are continually shared, adopted, and cascaded across our Employee Benefits practice, so every client benefits from the latest innovation in benefit design, management, and delivery.

National Collaboration and Leadership

HUB's Employee Benefits Best Practices Team meets regularly throughout the year to discuss emerging trends and align on best-in-class strategies. This cross-functional group—comprising leaders from account management, operations, compliance, strategy, and specialty areas—serves as the central forum for collaboration and innovation. Among other initiatives, this team develops the *Strategic Planning Playbook*, a guide distributed enterprise-wide that captures and standardizes best practices across all Employee Benefits disciplines.

Knowledge Sharing and Learning

To reinforce continuous learning, HUB hosts regular *EB Edge Webinars*, internal sessions designed to share expertise and elevate the capabilities of our teams across North America. These sessions feature HUB subject-matter experts covering timely topics such as compliance, wellness, employee engagement, cost containment, and emerging benefit technologies. Recordings and summaries are archived and made accessible to all EB professionals through HUB's internal learning platforms, ensuring that knowledge is retained, shared, and applied consistently.

Regional Implementation and Reinforcement

Best practices identified at the national level are further reinforced through monthly meetings of sales and operations leaders, where market-specific insights and implementation strategies are discussed. This two-way exchange allows local leaders to tailor national innovations to regional market conditions—ensuring clients like Material receive strategies that are both data-driven and market-relevant.

Integrated, Continuous Improvement

This framework ensures that innovation flows throughout the organization—from national thought leadership to field-level execution—while maintaining a feedback loop for continuous improvement. As a result, HUB teams are equipped to bring forward the most current and effective benefit strategies, tools, and technologies to support Material's goals.

With an entrepreneurial spirit, we are leaders in seeking innovative solutions for our clients; and with that we know it is our responsibility for diligence on these solutions, so that when we make confident recommendations. Our approach is to have open dialogue with your team around goals and challenges. We understand that there is value in integration, and technology can enhance the customer experience, but sometimes too much tech can create more headaches than happiness. As you can see below, we have invested the time and expertise to investigate options, and we are constantly updating our partners as new options become available, and we complete due diligence to identify and vet potential solutions on a quarterly basis. We will work together to find the approach to enhance your associate experience, save time and money, and improve understanding.

11. Describe your company's marketplace leverage in negotiating with carriers on rates, policy terms, and plan design.

HUB's value is to create long-lasting relationships within the employee benefits ecosystem, from carriers to underwriters to wholesalers, we constantly evaluate existing and vet new carriers. HUB holds platinum level contracts with all major insurance carriers in the United States. This allows us to have higher level negotiations with senior leadership within each carrier. With new insurance carriers, we examine credit ratings, service models and products. We compare them with competitors and seek to identify what differentiates each carrier from the market at large. Our Subject Matter Experts are well versed in the markets and can ask the right questions of new insurance carriers in your favor.

Specific to Kanab City and your current medical carrier, PEHP, we have over 50 clients with PEHP. We also have a HUB broker who sits on the PEHP broker advisory board. We know and understand their plans, their policies and how to work with them when challenges arise. Additionally, we know how to negotiate with them when we have rates that are higher than what we deem the risk of a group deserves. A good example of this was with the July 1 renewal of Kanab City. The original renewal was a 4.3% increase but we were able to negotiate down to 2% after a market check indicated potential savings elsewhere.

On National level- our dynamic leaders at every level belong to the premier insurance and employee benefits councils nationwide to better advocate for our clients and to be at the forefront of innovative employee benefits solutions. HUB's employee benefits national leadership (shown below) are active participants in a number of national and local industry groups as well as hold professional designations in underwriting, human resources, employee benefits, as well as academic credentials in the medical field. This visibility allows HUB to bring innovative solutions to our clients:

Name	Role
Michael Booth	North America President, Employee Benefits
Linda Keller	National Practice Leader, Employee Benefits
Anthony Scott	National Major Market Practice Leader, Employee Benefits
Dr. Kryz Novatnaj	Chief Clinical Informatics Officer

12. Do you provide specialized consulting services on ancillary and/or voluntary lines of coverage?

Yes. HUB International's Voluntary Benefits practice, established 15+ years ago, specializes in all of those voluntary solutions that enhance an employee's workplace experience. This practice is headed by 5 regional practice leaders with additional experts in each of our regions. There is increasing crossover between ancillary benefits and our other practices, so this team works across practices to engage the right solution for your population.

This practice is versed in solutions in the following areas:

- Financial Wellness
- Telehealth
- Accident
- Critical Illness
- Hospital Indemnity
- Education & Student Loans
- Pet Insurance
- Identity Theft Protection
- Legal Protection

13. Please describe at least two innovative strategic solutions you have implemented for clients similar to Kanab City that highlight your benefits consulting expertise.

Case Study #1: HUB is constantly looking for ways to save our clients money and at the same time looking for new innovative solutions to enhance benefit packages. We acquired a new municipal client in the past year who was/is offering both a traditional plan and an HSA. When we picked them up, they had 16% of their employees enrolled on the HSA with 84% on the traditional plan. At renewal, we swapped out the HSA for a slightly higher deductible, but with a lower out-of-pocket maximum cost. The premium was lower and allowed the employer to fund more into the HSA. The result? much happier employees! We now have the exact invers of participation. 84% are on the HSA and 16% are on the traditional. This will now allow the city to “cap” HSA contributions and actually save premium dollars for anyone enrolling on the HSA plan.

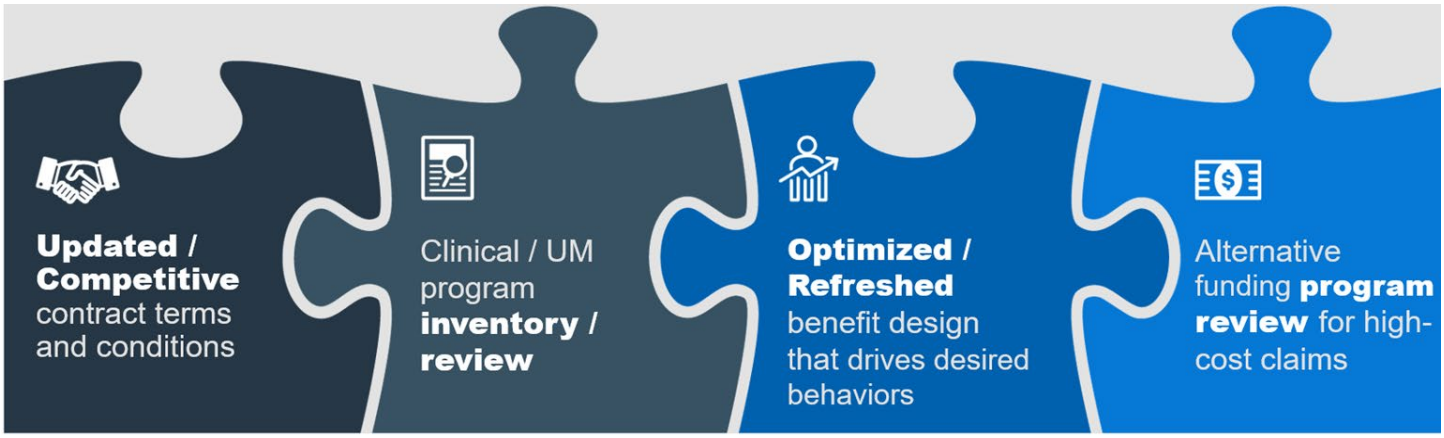
Case Study #2: We have a client (private employer) with 55 enrolled employees who was hit with a 32% increase. Their HSA plan was a $3,500 deductible. They were not in a financial position to absorb such a large hit. HUB requested an $7,000 deductible from the medical carrier and worked with a “Gap” insurer who took on $3,500 of this new high-deductible plan. For 90% of this company’s employees, they saw no difference in financial exposure, they still had the same $3,500 responsibility for all medical costs, other than pharmaceuticals. The only employees who saw an increase cost were those with high pharmaceutical costs. This change reduced their renewal increase down to 3.0%

Analytics & Cost Containment

14. Do you offer actuarial services? If so, please explain.

Kirsten Bot, ASA, FCA, MAAA, serves as HUB's National Director of Underwriting and Actuarial Services, leading a team of 26 actuaries and over 50 healthcare underwriters and data scientists—all working to support the City's strategic goals.

To assess risk and financial impact, we utilize the same actuarial modeling tools used by medical carriers, TPAs, and the reinsurance market. These tools allow us to evaluate the effectiveness of your current plans and their ability to address the disease burden within your population, ensuring your benefits are both cost-efficient and clinically aligned.



Financial Consulting & Data-Driven Plan Modeling
HUB's Financial Consulting & Data Analytics team leverages a suite of actuarial tools to help clients like the Kanab City evaluate, compare, and customize plan options aligned with fiscal goals:

- Actuarial Assistant – Simulates plan changes and calculates precise premium equivalents
- Risk Decision Support – Identifies optimal self-funded structures
- Experience & Migration Predictive – Models enrollment impact and sets budget rates
- Reserve – Provides accurate claims reserve estimates in seconds

As part of our strategy and pre-renewal planning meetings, we work closely with the City to understand your forward-looking budget for employee benefits. Our underwriting analytics combine historical claims data with projected medical/Rx inflation and demographic shifts to forecast future costs.

When there's a gap between projected premiums and budget targets, we collaborate with HR and Finance to stress test potential plan changes—evaluating their impact on both employees and financial outcomes—to ensure alignment with your strategic goals.

15. Describe your analytic capabilities and support staff. Do you have an in-house analytics team?

HUB's national Data Analytics practice, a team of underwriters, actuaries, and data scientists—with six located in our West region that includes Colorado and Utah—has considerable experience in the consultation and management of both fully insured and self- insured benefit programs. We develop customized reporting for our clients' specific needs, and offer reporting on a monthly, quarterly, or annual basis.

From the best practices perspective, we have developed checklists, policies, and procedures to assist our clients in the analysis of their program whether fully or self-insured.

The dedicated team's underwriting practices will do more than underwriting. They also focus on:

- Evaluation of benefit plan types: PPO, POS, EPO, HMO, Dental, Vision, Specialty Plans
- CDHPs (HSAs and/or HRAs) integrated with limited purpose FSA
- Disease management/ROI measurement
- Wellness programs/incentives
- Telemedicine
- Plan designs/options, networks, services, expected costs
- Contribution strategies (Means-based, tenure-based, flat-dollar or percentage-based or defined contribution approach within a Private Exchange model)
- Modeling and evaluation of funding alternatives
- Analysis of the entire funding continuum (fully insured – participating contracts – minimum premium – total self-funding)
- Financial management strategy and planning
- Claims IBNR, trend analysis and forecasts
- Benchmark plan performance
- Specific and aggregate stop loss evaluation
- Rates, premium equivalents, risk corridors, and risk sharing
- RFP development/analysis and vendor assessment
- Selection criteria
- Contracting models
- Performance metrics and standards guarantees
- ROI models and forecasts
- Produce annual plan year budget and premium equivalents
- Client specific trend review
- Claim reserve calculations (IBNR), review of current reserve levels
- Analysis of administrative fees and stop loss premiums

16. Describe your analytics and claims reporting tools and resources.

HUB is data hungry, and our data analytics systems and tools reflect that. Our tools make your data work for you.

The proprietary **HUB Infused Analytics™** platform (HIA) provides an integrated approach to analyzing medical and pharmacy claims that includes analytics, informatics, clinical support, and

financial reporting that provide deep insights into the design and strategy of your plan. The HIA™ platform empowers our clients with the data to improve plan operation, plan performance, best care outcomes, targeted solution integration. This tool is available to all groups regardless of their funding type and can evaluate the effectiveness of implemented strategies and solutions that are currently in place. Clients, along with the guidance of HUB consultants, can maximize the productivity and health of their workforce.

Our Resources

HUB Infused Analytics™ sources and acquires data from your organization's data system and gathers inferences related to the performance within each of the various data sets.

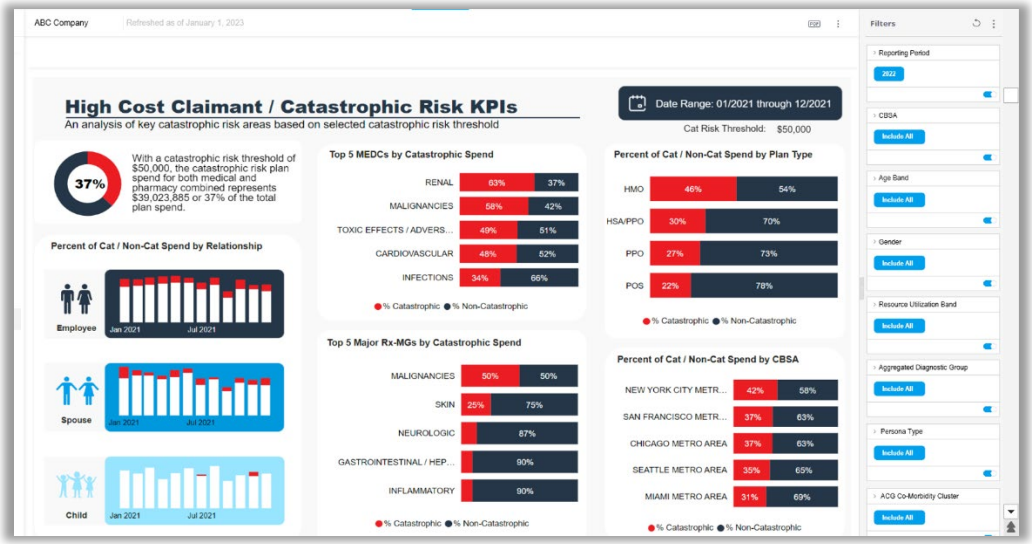
HUB's analytics and Health & Performance divisions bring together metadata provided institutes of higher learning, research and public health combined with one of the largest data repositories of over 4.4T medical and pharmacy records. HUB creates cross-channel views that facilitate comparisons to interpret data at a deeper level and offer insights, recommended actions, and forecasts to producers, consultants, service teams as well as third party health vendors. These unparalleled resources constantly inform our dashboard reporting so that the insights you rely on are always current and relevant to your population and objectives.

Reporting

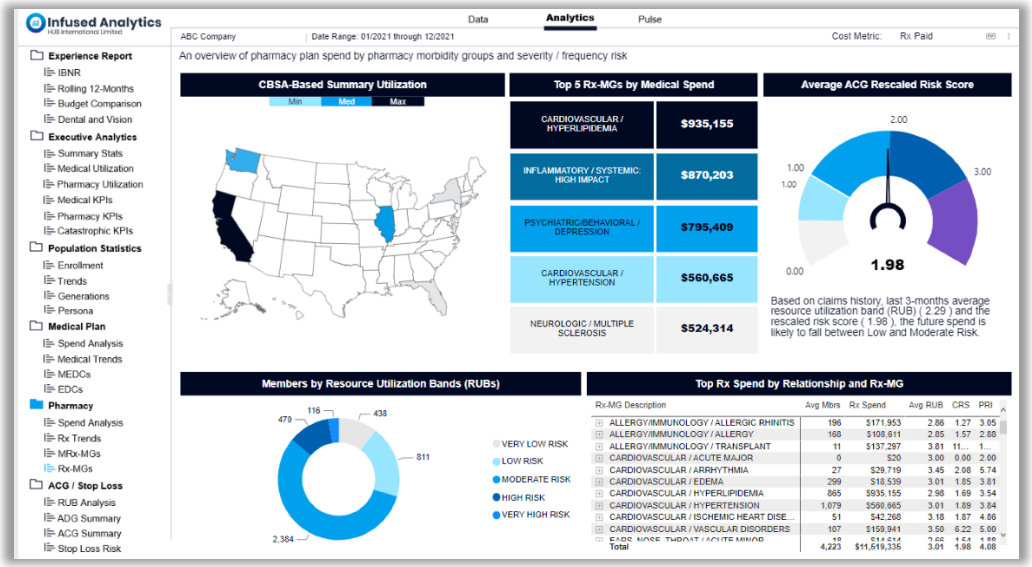
There are several reporting packages available to HUB clients, all of which are at no additional cost to our clients (not limited to):

1. Monthly Experience Reporting
2. High-Cost Claimant Analysis (with predictive modeling)
3. Chronic Condition / Adherence (HEDIS) Assessments
4. Provider Quality Metrics (Quality data are updated annually, accessible monthly)
5. Quarterly Dashboard Reviews (led by a
6. Drug Vigilance Report (Predatory Drugs with high cost / low value)

Reporting Samples



Above: A HUB Infused Analytics™ illustrating high-cost claimant and catastrophic risk KPIs.



Above: Dashboard illustrating Rx spend

Timing of Reports

Data is received monthly from insurance carriers, third-parties and pharmacy benefit managers. Upon receipt, data are refreshed within fifteen (15) days once validated.
The cadence or frequency of meetings is determined by the client; however, at minimum we recommend at least quarterly so that any cost containment or risk events can be addressed with clear strategies to mitigate risk and future exposure. International reporting is dependent on the insurance provided and the country. Most public health / prevalence data sets are refreshed annually; however, in some instances quarterly data sets are available.

Ad hoc Reporting

All clients who have HUB's data analytics and clinical informatics platform, Infused Analytics™ will have access to two (2) distinct portals:

1. Data visualizations via HUB's magic quadrant portal for interactive, filtering, and customized dashboards with the ability to establish individual alerts, send and receive messages within the portal itself and ability to export data via Excel or PDF – any approved user can create their own set of visualization cues and alerts.
2. Access to the main data warehouse for deep dives into member-level details, create cohorts, custom reporting packages to fit any business or employee benefit need (i.e., wellness participation reports, diabetes cohort analyses, drug vigilant report, etc.)

Ad hoc reporting is available any time and data are refreshed monthly. There are no additional charges to access either portal. Lastly, access to both the visualization dashboard and query data warehouse has unlimited users and user permissions can be established based on the individual's role within the company. Both portals include training on how to maximize the benefits of the tools and are led by members of our financial and clinical consulting team.

17. What resources do you use for reviewing large claims?

Given the fact that PEHP does not share claims data for groups with less than 100 enrolled, we utilize a combination of alternative resources to review large claims effectively. These include:

- **Third-Party Data Analytics Tools:** We leverage industry-standard analytics platforms and benchmarks that offer insights into large claim trends across similar organizations and industries.
- **Carrier Discussions and Claims Summaries:** While detailed claims data may not be available, we work closely with the carrier to obtain summary information and updates on any significant claims that impact plan costs.
- **Regional and Industry Benchmarks:** We utilize industry and regional benchmarking data to identify anomalies or trends related to large claims, helping to inform plan management and cost-control strategies.
- **Proprietary Risk Management Techniques:** Our team conducts thorough reviews based on available information, focusing on case specifics, intervention opportunities, and potential cost mitigation strategies.

This multi-faceted approach allows us to stay informed about large claims' impact and proactively manage benefits within the constraints of limited direct claims data.

18. Describe your view of the role wellness programs have in controlling healthcare costs. What resources and tools do you offer clients around wellness initiatives?

In our experience implementing a long-term wellness strategy and evaluation frameworks of ROI and VOI (return and value on investment), we prioritize a comprehensive, data-driven approach anchored in recognized industry frameworks like the HERO Scorecard. This scorecard guides our

process across essential evidence based best practices associated with health and wellbeing program success.

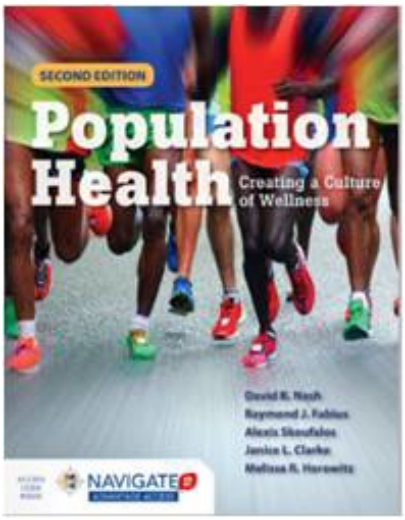
From the outset, we work collaboratively with you to identify program goals, align on expected outcomes, and resource allocation, laying the foundation for a robust measurement dashboard. We incorporate leading indicators like biometric screening data and health risk assessments to track year-over-year improvements, while present indicators such as EAP utilization, preventive care compliance, retention rates, and employee surveys provide ongoing insights into program performance and workforce health.

To strengthen our strategy's impact and ensure alignment with evidence-based best practices, we also offer the option to partner with HealthNEXT, a leader in supporting employers in their pursuit of lower workforce healthcare inflation, greater employee engagement and resilience, via the achievement of affordable, sustainable cultures of health & wellbeing (www.healthnext.com).

HealthNEXT has developed the only evidence based, peer reviewed assessment & planning process that measures an organizations proximity to benchmark organizations who have achieved successful cultures of health & wellbeing. The process results in a detailed customized strategic plan / "roadmap" for how to close the gaps, based on in-depth assessment of the client's specific needs, wants and insights:

- Addressing your total population health needs (the well, the at risk, the chronic, and the catastrophic populations)
- Incorporating the most current elements of wellbeing including diversity, equity & inclusion best-practices, within a broad spectrum of social determinants of health & wellbeing
- Allowing for significant flexibility and creativity to build a strategy consistent with an organizations overall mission, vision and "cultural norms"

HealthNEXT developed this capability from decades of research and application of best-practices that were first established by deeply studying several employers who had achieved success (HealthNEXT founder, Dr. Ray Fabius literally wrote the book on Population Health). They now have consistently demonstrated they can help others close their gaps-from-benchmark quicker, faster, cheaper than if an employer pursues this on their own or with other planning processes.



The proven benefits achieved from such a process include improved population health, reductions in workforce illness burdens, much lower healthcare cost inflation, and stronger employee engagement, resulting in less turnover and higher productivity.

HUB is pleased to offer these proven capabilities as a unique part of our services (HealthNEXT is a buy up). If you are interested to learn more about this solution, we will gladly set up a call with our partners at HealthNEXT.

Compliance

19. Do you have in-house benefits attorneys or compliance specialists who provide counsel to your clients, assist with key issues, and keep clients informed of the latest legislative changes? Please explain.

Yes, our in-house Compliance Practice includes 16 legal advisors, 8 of whom are benefits attorneys serving as Chief Compliance Officers. These experts are available to work directly with Kanab City to assess and ensure your benefit plans remain compliant with federal and state regulations.

Our consultants and account executives also undergo semi-monthly compliance training, ensuring they stay current on regulatory changes and can proactively monitor your programs for any red flags.

Key Team Members Supporting Kanab City:

- Liliana Salazar – Chief Compliance Officer
- Sonya Gordon – Compliance Manager
- Michael Cramer – Compliance Manager
- Darcie Turner – Compliance Analyst

Tools & Resources We Provide:

- Comprehensive compliance checklists and audits
- ACA reporting reviews (Sections 6055 & 6056)
- Wellness program compliance (HIPAA, ADA, GINA, ACA)
- Annual customized employee notices and forms
- HUB's Compliance Bulletins All Points Bulletin (APB) – zip-code level compliance alerts for multi-state employers

No Hourly Billing Constraints:

Unlike many firms, HUB provides unlimited access to our legal experts without hourly billing, ensuring you receive timely and thorough support without unexpected costs.

Staying Current with State Regulations

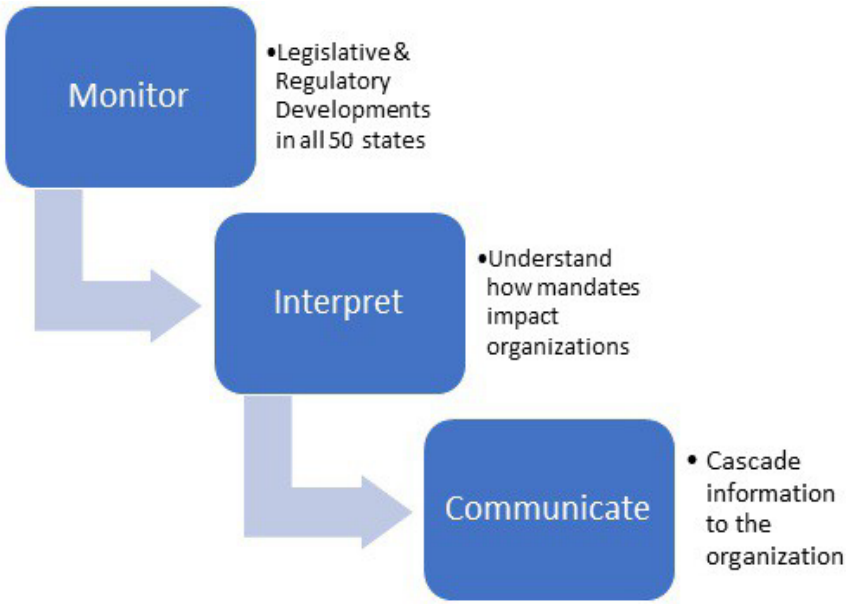
HUB's Compliance Practice is built to support multi-state employers like Kanab City. Our team includes regional Compliance Officers who specialize in both state and federal regulations, ensuring your benefit programs remain compliant across all locations.

We stay ahead of regulatory changes by:

- Collaborating with state regulators and legislators
- Monitoring trusted legal and industry sources such as LexisNexis, EBIA/Checkpoint, CIAB, and SIIA
- Leveraging our proprietary All Points Bulletin (APB) tool, which delivers zip-code level compliance alerts directly to your HR team, so you're never caught off guard by local changes

This proactive approach ensures Kanab City is informed, prepared, and protected from costly compliance risks—no matter where your employees are located.

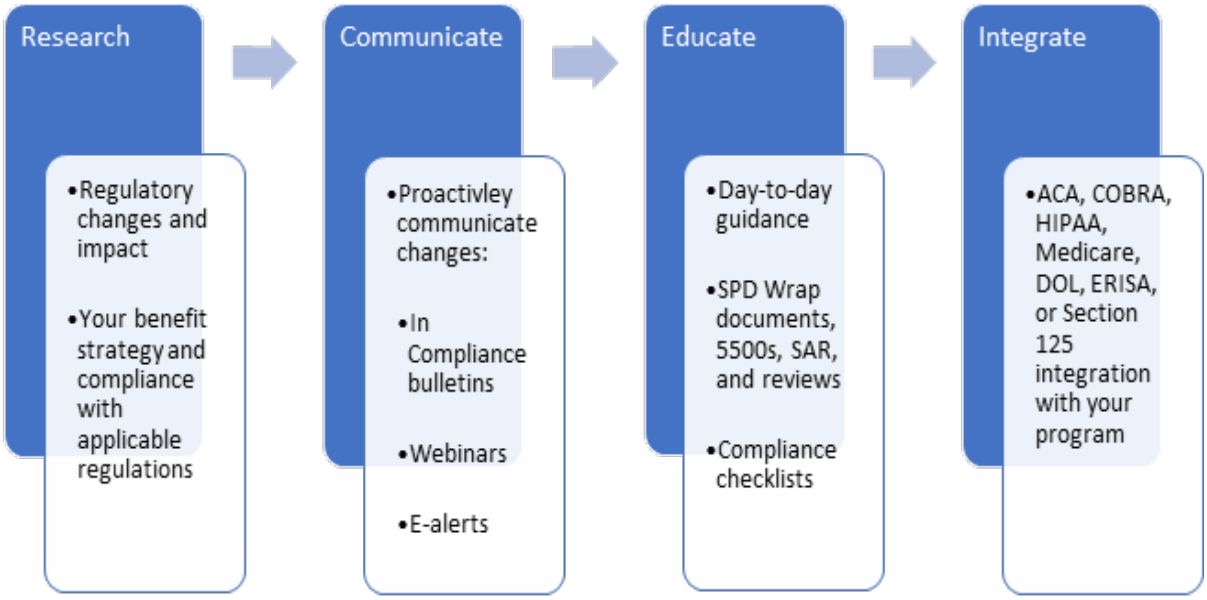
Our Compliance practice uses a three-step system to stay informed about the latest regulatory developments.



20. How would you support us in ensuring our employee benefits programs remain compliant with all federal and state laws? How does your firm stay current with changes in laws or regulations that would affect the City?

Our firm takes a proactive and strategic approach to keeping clients informed and compliant with evolving federal and local employee benefits regulations. We work closely with each organization to ensure they understand how to achieve and maintain compliance through education, audits, and customized support.

As part of our transition process, we conduct comprehensive compliance audits to identify any gaps and ensure alignment with current legislation. Our four-step consulting framework is designed to guide you through understanding applicable laws and integrating necessary changes to remain compliant.



Additionally, our ongoing compliance support includes:

- Comprehensive compliance checklists tailored to your organization's needs
- Notice audits and reviews to verify that all required notices are current, compliant, and properly distributed
- Annual, customized employee notices and forms as mandated by federal and state laws
- ACA reporting reviews to ensure compliance with Sections 6056 (Forms 1094-C and 1095-C) and 6055 (Forms 1094-B and 1095-B)
- Client-customized compliance information products for easy reference and implementation
- Wellness program development and review to ensure alignment with HIPAA, ADA, GINA, and ACA requirements
- Regular Compliance Bulletins that provide timely updates on regulatory changes and actionable insights

This comprehensive approach ensures that you are not only informed of changes in legislation but also equipped to respond effectively and maintain compliance.

In addition to the robust in-house legal expertise outlined in our compliance response, HUB partners with a trusted third-party provider to deliver comprehensive **Form 5500 reporting** for our clients. We also assist with **non-discrimination testing** for Section 125 plans and provide **Summary Annual Reports (SARs)**, **Medicare Part D notices**, **plan documents**, and **compliant SPD wraps**—all at **no additional cost**.

For **Affordable Care Act (ACA) reporting**, HUB maintains an affiliation with **Trusaic**, a specialized software and audit firm. Trusaic supports all aspects of ACA compliance, including back-audits and detailed recommendations to ensure accurate and timely reporting.

21. How do you disseminate information about current trends and legislation? Do you provide training and webinars on frequently changing regulations as part of your services?

HUB International has a dedicated legal and compliance team that continuously monitors current trends and legislative developments impacting employee benefits. We promptly disseminate information to our clients through regular client alerts, which provide timely updates on breaking news and changes in regulations. Additionally, we provide monthly newsletters and offer training sessions and webinars on frequently changing regulations to ensure our clients remain informed and compliant. These educational initiatives are tailored to address the latest legislative updates and best practices, supporting our clients in navigating complex regulatory environments confidently. Below is a sample of some of our newsletters and compliance alerts.

A sample of the communication topics covered is provided below.
Seminars and webinars:

- Benefits Legal Update Seminar
- Local, National and Global Economic Trends HR Professionals Need to Know
- 2024 Compliance & Benefits Update: How the New Transparency Rules Will Impact Your Organization
- Potential Cadillac Tax Fines Webinar
- Wellness Challenges in the ACA era Webinar
- Humanizing HR in the Age of AI: Embracing the Technology Revolution
- Webinar: Surviving a DOT Audit
- Employee Benefits Legal Update: ACA Annual Filings - Demystifying the 1094-C and 1095-C Forms

Subscription-based e-mail newsletters:

- Client Advisories on changing legislation (ad hoc)
- Risk management bulletins (quarterly)
- Business insurance newsletters and bulletins (quarterly)
- Personal insurance newsletters (quarterly)
- Employee benefits newsletters and bulletins (quarterly)
- Wellness newsletters (quarterly)
- Personal insurance and wellness newsletter samples
- Health Care Reform updates and client bulletin e-mail alerts

- E-mail notifications authored by our in-house benefits experts (distributed to our clients shortly after changes in legislation)
- Online library of updates available to clients

22. Are you qualified to assist with COBRA compliance? What is your role in managing COBRA for clients?

Yes. Currently, HUB has Kanab City set up for all COBRA qualified lines of coverage to be administered through HRPro. HUB takes a process-first approach to vendor selection for our clients. Our objective is to provide the infrastructure for everything you do and to optimize the solution, so it is the right fit for your needs. Regarding COBRA notification and management tools, our Service Teams first determine optimal timing based on all the factors in play:

- Renewal dates
- Carriers
- Number of COBRA participants
- Eligibility rules
- How you are communicating and managing the process
- New COBRA notices and compliance
- File feeds from client to carriers and other vendors

If selecting another COBRA administrator, HUB can do most of the heavy lifting of the implementation. However, most clients want to be heavily involved at the outset and less so as the project evolves. We are happy to coordinate however you like.

23. Does your firm provide general HR consulting services and/or support in addition to benefits consulting?

Yes.

HUB's People & Technology Consultants can help you empower your organization by supporting your people with the right processes and technology to drive performance.

1. Working alongside HR leaders, business owners, and C-suite executives, our HR Consultants partner with you to develop HR strategies and manage projects with the objective of improving HR operations to meet business goals, including reduced turnover and increased engagement and productivity.
2. Our HR Technology Consultants meet you where you are today, supporting your HCMS needs through analysis and selection, system implementation, client-side project management, optimization and support.
3. Whether you are developing a company-wide compensation program or need assistance making compensation decisions for a single job, our Compensation Consulting team can help. Leveraging our extensive experience and access to comprehensive, current data we will guide you through each step of the process to help you reach your compensation goals.

Areas of Expertise:

Outsourcing

- Interim CHRO/VP of HR Support
- Senior Generalist Support
- HRIS Staff Augmentation

HR Compliance

- Form I-9 Reviews
- HR Records Management & Retention
- Job Descriptions and Classifications
- Affirmative Action Plan Development
- Hiring Practices
- Harassment Prevention
- Guidance on federal and state employment policies
- Training for managers

Employee Experience

- Employee Value Proposition
- Engagement Surveys
- Leadership Development & Coaching
- DEIB Strategy Development
- Training
- Career Path Planning

Compensation Consulting

- Compensation philosophy and strategy development
- Customized compensation benchmarking
- Base Pay Structure Development and Cost of Labor Differentials
- Annual Incentive Plan Development
- Financial modeling and transition planning
- Nonprofit Executive Compensation Analysis
- Compensation Administration Policy Development
- Custom Total Compensation Statements

HCMS Consulting

- Analysis & System Selection
- HCMS Implementation
- System Optimization
- Post-live Support
- Technical Training & Reporting

Project Management

- Client-side Project Management for HCM Implementation
- PEO Exits

M&A Activities

- Change Management

Mineral

The City's HR team will have access to a comprehensive suite of resources for a variety of HR needs, including:

- Compliance training and audits
- HR library and employee handbooks
- Industry-leading online and telephonic support for complex HR questions

Mineral also offers a robust catalog of employee training courses, including state-compliant sexual harassment training for company-wide implementation.

GUARDIAN HR

GuardianHR Platinum – Law and Human Resource

GuardianHR helps businesses navigate the complexities of employment law and HR regulations. Each client is assigned a dedicated consultant and receives:

- Unlimited access via telephone and email to HR professionals and attorneys
- Employee handbook creation, review, or updates
- 24/7 access to the online forms library at http://www.guardian-hr.com
- Access to HR webinars with accompanying materials
- Annual in-depth HR audit with your consultant
- Email HR Law Alerts to keep you informed of legislative and HR practice changes

Employee Communication & Engagement

24. Please describe your approach to employee education and communication, including open enrollment and ongoing support for Kanab City employees.

Communication, Implementation, Presentation

We love to get to know our clients' employees and there is no better time to do that than open enrollment. As we have done in the past, we will continue to support and conduct in-person, on-site open enrollment meetings each year at Kanab City. We are available for any virtual meetings as well.

Our HUB National Communication and Design team is a **Twelve-year MarCom Platinum award winner**. We believe in a hands-on approach to employee communication, education, and engagement. Our award-winning Communications Team collaborates with your HUB Benefits Team to create communication materials for you by using innovative designs and a variety of methods to capture the attention of multiple generations. With a diverse workforce representing Generation Z to Baby Boomers, we understand the importance of tailoring communication for the Town of Lochbuie employees. Using creative messaging, we develop your communications using:

- Print
- Digital
- Video

Our team works with you to organize and share in the delivery of the messages we can co-create. Whether you want us to take the lead or serve as your support, we will provide the assistance you need. As your partner, we understand it is our role to do the heavy lifting for communication resources, allowing you to focus your energy on employee engagement.

In addition to the onsite meetings, we can always prepare a Brainshark video presentation that can be watched by both employees and their dependents, outlining every benefit available under the program. We have found this to be helpful for spouses and dependents who, in many cases, do not have the opportunity to attend in-person meetings. The video can also be produced so that it can be shared with new hires and potential recruits throughout the year.

HUB's Core services include at no additional cost an extensive library of dynamic benefits communication materials, ranging from benefit guides to a mobile app, educational videos - and much more. We then customize them by incorporating your logo and benefits program information. You choose - we will do the rest!

Benefit Spot

Benefit Spot, our mobile app, provides 24/7 access to benefits information for employees. This app is customizable, available for both Android and iPhone and includes the ability to link to on-demand education videos, carrier documents, cost comparison tools and more. To learn more about what Benefit Spot offers, click here for a short video.

The following are examples of creative

solutions developed by HUB to increase the understanding and participation of employees in their benefits program:

- Train-the-Trainer
- Narrated Brainshark PowerPoint presentations for off-line education and spousal education
- Open enrollment guides that provide an easy-to-use snapshot of benefits
- Conference calls and webinars for employees and/or spouses
- Email blasts to employees about open enrollment
- Benefit articles for the employee newsletter

Complimentary Benefit Spot app for easy access to benefits information, year-round and at the employees' fingertips

25. How will you provide benefits education to our employees? Provide examples of methods or materials (e.g. in-person meetings, webinars, benefit guides).

Our eGuides include links to educational videos that employees and their dependents can access for many commonly asked questions. We also include links that employes can click on that take them directly to the carrier's website to verify in-network doctors.

Sample:

Making Changes:
To make changes to your benefit elections, you must contact Human Resources within 30 days of the qualified life event (including newborns). Be prepared to show documentation of the event such as a marriage licens, birth certificate or a divorce decree. If changes are not submitted on time, you must wait until the open enrollment period to make your election changes. Click here to watch video.

Benefit Terminology
Understanding your benefits will allow you and your family to receive the best care possible. Click here to watch an informative video about the language surrounding your benefits.

HUB also has Benefit Spot which houses all Kanab City employee benefits. This is an app that each employee can add to their mobile device and access anywhere, 24/7.

- Our CORE Communications Services include HUB's BenefitSpot mobile app, customized for each client.
- Option of three scrolling ads for traditional and non-traditional benefits/company perks
- Compatible with Apple and Android devices
- Unique company code employees can enter when opening the app to access your company's benefit information
- Up to nine home page buttons
- "Tap to call" function
- Links to benefit resources
- (e.g., Benefit Guide, SPDs, SBCs, etc.)
- Links to cost comparison tools and carrier contact information
- Complimentary promotional communications
- Utilization analytics tracked
- Implementation process (initial set up, testing, and approval) takes approximately 15 business days, and HUB will send ready-made communications announcing the launch

26. How do you help clients resolve individual claim problems, billing questions, or plan interpretation issues? Are there dedicated team members to provide ongoing administrative support to our staff?

HUB has a seamless method for helping with these issues using our Service Team. We work closely together so that issues are resolved in a timely manner. Our Service Team is involved with any difficult or escalated issues. Your Service Team can provide a dedicated email address and toll-free number exclusively for your employees to reach us. As your dedicated Account Executive, Shellie Cox is available by phone, text or email to answer any questions or resolve any issues. If Shellie is unavailable, we always have someone on our team backing her up.

We know employees and their family members have questions and challenges throughout the year and need an additional level of education and support. Our Service Team has proven to be invaluable during the Open Enrollment process and through the year to assist employees and family members who may have questions before, during and after the Open Enrollment period.

Our Champions are available to help navigate through the inherent complexities of healthcare and the multiple decisions that are often present during the enrollment process.

Employee communications along with posters and mailers provide access to a toll-free number they (and their dependents) can call or e-mail with any benefit related issues. HUB's Service Team assists with issues such as referral/ pre-authorization questions, eligibility and claim matters and plan education for current or prospective employees and new hires, to name a few.

No other service component demonstrates our commitment better than direct access to your Service Team when you need it. Your HR team knows how time-consuming the research and follow-up to benefit related issues can be and how critically important resolution of issues are to your employees.

27. How would you help us utilize technology for benefits communication, enrollment, and administration? Describe how your services can enhance our processes and employee understanding.

HUB provides free access to an HRIS- Employee Navigator, which Kanab City is currently utilizing. This simplifies open enrollment and provides a document library for your employees to access 24/7. Additionally, Employee Navigator allows for safe transfer of enrollment updates to our carrier partners.

28. Do you provide any benefits administration services or systems, or related consulting support (e.g. outsourcing options or online enrollment platforms)?

While most will find the Employee Navigator platform currently using to meet most needs for a company in your current situation, the HUB Workforce Technology Solutions Practice is available to address specific workforce technology needs. In today's post pandemic environment, it's critical that employers have the proper digital tools in place to meet increasing demands to deliver quality employee experience that accommodates a hybrid workforce and having key data available for strategic decision making.

REGIONAL TECHNOLOGY LEADERS PROVIDE:

- Support for NEW business opportunities where technology is an identified need
- Client consulting for new technology needs or optimization of current platform and
- Serve as liaison between client and vendors

WORKFORCE TECHNOLOGY SOLUTIONS INCLUDE:

- Human Capital Management
- Payroll
- Benefit Enrollment
- ACA

THE PROCESS:

- Determine client needs & objectives
- Recommend solutions (vendor neutral)
- Facilitate platform demonstrations
- Assist with selection and implementation guidance
- Ongoing advocate for client

References

29. Describe your organization's experience working with organizations similar to Kanab City.

HUB International has been working nationally with municipalities since our inception in the 1990s. The team assigned to the Kanab City, has specialized in municipalities for over seventeen years.

HUB International has deep expertise and proven success serving municipal clients. We currently serve 456 City Governments and Municipalities, representing over $750 million in premiums. This extensive experience positions us as a trusted partner to public sector entities across the country. We understand the unique challenges municipalities face in designing and managing employee benefits programs including:

- navigating collective bargaining agreements
- meeting budget constraints
- attracting and retaining talent
- Educating employees on being good healthcare consumers

Our team works closely with municipal leaders, HR teams, and benefit committees to develop customized, sustainable benefits strategies that align with their workforce needs and fiscal priorities.

30. Provide at least three (3) current client references, including: Client Name, Contact Person, Address, Telephone Number, and Email Address for each reference.

Reference 1: Ivins City
Contact & Title: Char Raine HR Director
Address: 85 N. Main Ivins 84738
E-mail: craine@ivinsutah.gov
Phone:435-628-0606

Reference 2: Town of Springdale
Contact & Title: Dawn Brecke HR/Treasurer
Address: 118 Lion Boulevard, Springdale 84767
E-mail: dbrecke@springdale.utah.gov
Phone:435-772-3434

Reference 3: West Bountiful City
Contact & Title: Duane Huffman- City Manager
Address: 55 N. 800 W. West Bountiful, 84087
E-mail: dhuffman@wbcityut.gov
Phone: (801) 292-4486

Cost Proposal

31. Provide a transparent and detailed cost proposal, outlining all proposed streams of revenue (e.g. commissions, fees, retainers), and clearly state the total annual fees or compensation expected for your services.

While in your current carrier and size situation compensation is set by the carrier, we believe transparency is key and always want there to be an open dialogue to make sure our clients feel that we are meeting the level of service they should expect. Changing carriers or growth within the city could potentially open up the option for adjusts to the commissions and we always welcome an open dialogue, but currently the commission schedule is as follows:

- Medical: $48 PEPM enrolled on plan (Standard PEHP Tier 1 Broker Commission)
- Dental : $5 PEPM enrolled on the plan
- Vision: none
- Life: 15% of premium
- LTD: 12.5% of premium
- Legal: 15% of premium
- Telemedicine: $0.25 PEPM

As part of our strategic planning for the 2026 renewal, we would then like to review all the current goals and expectations and do a full review or all our services, especially any that you may not have taken advantage of. In the interim, here is an overall scop of services and what is included based on the commissions noted above.

Services Requested	Included	Additional Fee
Serving as a strategic partner on all health, ancillary and other employee benefit programs. This is to include providing advice and assistance throughout the year to ensure that escalated employee concerns are addressed, and that your company remains compliant with federal, state, and local requirements. Proactively recommending alternative benefit plans, programs, or solutions.	x	
Preparing and reviewing contracts, plan documents, summary plan descriptions, insurance policies, etc. for accuracy and legal compliance.	x	
Negotiating for favorable costs and services with vendors.	x	
Mediate escalated employee concerns or issues pertaining to their benefit coverage.	x	
Preparing marketing materials with appropriate branding in partnership with the HR Team.	x	
Actively partner with the People Team in providing education/information sessions for employees to better understand, navigate, and utilize their existing benefits.	x	
Informing the Team of new products, legislation, and trends across the U.S. to ensure compliance with our remote employee workforce.	x	
Providing funding/cost analysis and projections for future plan years/renewals.	x	
Providing annual benchmarking data comparing benefit offering to similar sized companies in similar industries.	x	
Performing or assisting in any needed compliance services (SPD Wrap, Mandated Notices, COBRA, ACA preparation via Employee Navigator, assisting with PCORI, Medicare Part D, 5500 via preferred vendor – when applicable).	x	
Providing additional resources/knowledgebase access to the HR Team and employees.	x	
Providing assistance/resources with HRIS and other technology services and vetting.	x	
Serving as the lead point of contact in ensuring healthy and timely communication between your team and HUB.	x	
All available HUB analytics and tools (where available based on carrier and funding type)	x	

32. Please specify if any services mentioned in your proposal are not included in your standard compensation and would require additional fees.

In general, all services we provided are included in those commissions currently built into your existing benefit plan premiums. On occasion our clients will request special projects that may involve some assistance from one of our HUB Specialty Practice Teams. In this event a complete scope of service outline will be completed and agreed upon. Also, in the even that you moved your benefit plan away from PEHP, who includes many compliance related services, such as ACA reporting, then there may be some additional costs associated as outlined below.

Services Requested	Included	Additional Fee
One-off Consulting Projects lead by HUB Specialty Practice Teams such People and Technology (i.e. full in-person employee engagement project), Workforce Absence Management and Compensation Consulting (i.e. full-scale custom compensation analysis above and beyond those already offered through included value adds such as HR360). These fees range based upon scope of project and are clearly set prior to engagement.		x
If moving to a different medical provider outside of PEHP who does not already include 1095 filing at not cost, then there would be a annual system fee of $250 for the entire city and a 3rd Party pass through fee (typically $3-$4 per form per employee).		x

33. Disclose all forms of compensation your firm may receive related to Kanab City's account, including any commissions, contingency/override payments from insurance carriers, or any other vendor fees, and explain how such payments would affect the overall cost to the City.

Many of your current providers do not provide any type of override or bonus payments above and beyond those commissions we are currently compensated through. On occasion there are some carriers that at a national level based on our size and scope that HUB may receive, which will not affect the cities premiums, but indirectly are used to enhance our overall service offering.

34. State your philosophy of compensation disclosure. Describe your approach to compensation disclosure, including how you will ensure complete transparency of all compensation (for example, full disclosure of any commissions or incentives from insurers).

HUB Broker Fee/Commissions Philosophy

HUB's philosophy is to deliver exceptional service and measurable results to our clients, and to be compensated in alignment with the value we provide. We are open to both commission-based and fee-based arrangements, and all fees or commissions are fully disclosed annually.

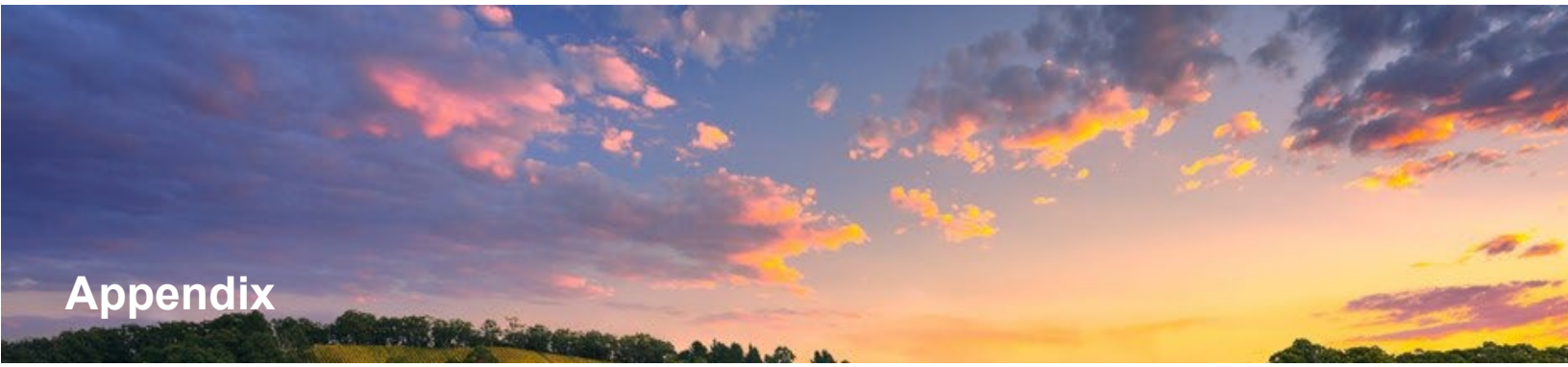
HUB Compensation Transparency

HUB operates with full transparency regarding compensation. We disclose commissions and fees at three key points during the plan year:

- **Renewal/Marketing Disclosure** – A letter outlining commissions for renewing lines and any quoted lines presented.
- **Renewal Decision Confirmation** – A "confirmation of coverage" form for each renewing or new line of business, signed by the carrier.
- **Annual Commission Disclosure** – A detailed letter summarizing commissions by line of coverage and additional services provided.

Carrier Bonus Payments

HUB agrees to full transparency regarding commissions and any other payments from carriers. We have always disclosed compensation to clients, and since December 2021, this practice aligns with industry requirements under the Consolidated Appropriations Act. HUB established a compliance task force and developed a Compensation Disclosure Tool to ensure accurate, timely disclosures for all lines of coverage.



Specialty Practice Bios

See below for details about the Specialty Team, that we have in place for Kanab City. View these individuals as an extension of your organization and your day-to-day service team, delivering exceptional value and helping you to achieve your overarching business goals. Each of these team members is dedicated to the success of Kanab City and will allocate the time necessary to ensure your success:

Liliana Salazar, Esq., Chief Compliance Officer

Liliana is the Chief Compliance Officer for the Western Region for HUB.

She is responsible for addressing public and private employers' health and welfare responsibilities under federal and state laws and city ordinances. She works closely with HUB's service teams and clients to develop short- and long-term strategies that will allow clients to remain in compliance while addressing clients' financial and human capital needs.

Liliana possesses 20 years of experience in addressing the compliance and regulatory needs of employers and their group health plans. She actively worked with carriers and clients in ensuring their compliance with the HIPAA Privacy, Security, and HITECH Act rules, GASB 45 obligations, and more recently the Patient Protection and Affordable Care Act (PPACA or ACA). Prior to joining HUB, Liliana was National Practice Leader for the Employee Benefits Compliance Practice of Wells Fargo Insurance Services, and Vice President of Compliance for ABD Insurance Services.

Liliana is a regular speaker at national and state conferences sponsored by private and public employers, employee benefit chapters and HR associations, including ISCEBS, SHRM, CALPELRA, PERLA, NAFOA and others and is also a regular contributor to national and regional employee benefit publications.

Due to her contributions to employee benefits and the insurance industry in general, Liliana was the recipient of the 2013 Women to Watch Award from Business Insurance.

Meagan Tyson, SVP, National Director Employee Communication & Design

As the Senior Vice President, National Director, Employee Communication & Design for HUB International, Meagan Tyson is responsible for leading and developing a team of strategists, designers and writers that creates dynamic and effective employee communication campaigns. The team works closely with organizations of all sizes to create communication plans that engage and educate all employee groups. Under Meagan's leadership, the HUB Communications Team has been the proud recipient of the highly coveted national MarCom Awards for nine years in a row, including 2021.

Prior to her career at HUB, Meagan worked as a Communications Director for Intercare, a Southern California brokerage firm. Meagan worked closely with clients and account teams to create customized, client specific employee benefit communications. She was also responsible for developing marketing and prospect communication materials to support the sales and client service teams with their design and product execution needs.

Meagan received her Bachelor of Art degree in Communications with an emphasis in Public Relations from San Diego State University.

Lindsay Steckler, VP, Health & Performance

With over 10 years of experience in the wellness industry, Lindsay has a proven track record in strategic planning, program development and vendor management. In her role with HUB International, Lindsay consults with a wide variety of organizations, ranging in size from 50-15,000 employees, to deliver results oriented wellbeing strategies. Lindsay assists clients in data analytics, business planning, incentive design and program evaluation. Additionally, she contributes to the identification, creation and development of new health and performance solutions for all HUB International West Region clients.

Before joining HUB International, Lindsay worked for both HealthFitness and MediFit where she was part of an on-site team responsible for the planning, implementation, and evaluation of internal wellness programs for several fortune 100 companies. Lindsay received her Bachelor of Science degree in Exercise Science from Boston University. Lindsay also holds a national certification though the American College of Sports Medicine.

Rob Ezell, Director of Financial Consulting Pacific Region

Rob Ezell serves as the Director of Financial Consulting for the Pacific Region at HUB.

With over a decade of experience in employee benefits consulting, Rob brings deep expertise and a broad perspective to his role. He has partnered with employer groups across a wide range of industries and sizes—from 250 to over 40,000 enrolled employees—and has worked closely with actuarial teams to deliver data-driven insights and solutions.

In his leadership role, Rob oversees a team of seasoned Financial Consultants, ensuring that HUB's financial consulting services consistently meet the evolving needs of clients and internal teams

throughout the region. He also works directly with clients, particularly large, self-funded organizations or those with complex financial and analytical needs.

Beyond client engagement, Rob is dedicated to enhancing the overall quality and efficiency of HUB's financial consulting practice. His efforts include developing internal talent, refining financial tools, and

streamlining processes to deliver best-in-class service.

Rob holds a Washington State Life and Health License and earned a Master's Degree in Mathematics from Western Washington University. His commitment to excellence and collaborative approach make him a trusted advisor to clients and a valued leader within the HUB organization.

Angela Pitts, Clinical Strategist

Angela is a Clinical Strategist at HUB.Angela joined HUB in March 2025 to support the Pacific Region's clinical strategy. She is a registered nurse and certified case manager bringing over 30 years of nursing experience. Her clinical background includes medical-surgical, cardiac care and hospice nursing. Before coming to HUB Angela worked for Mercer as a principal clinical consultant, addressing high-cost claimants and helped launch a stop loss product. Prior to Mercer she worked for Blue Cross Blue Shield of Arizona in the Medical Management Division in several roles which included case management, utilization management and clinical quality.

Angela also currently serves as an adjunct faculty member for Grand Canyon University in the College of Nursing and Health Care Professions, instructing master's level classes. Angela is passionate about helping people navigate the increasingly complex healthcare landscape while building systems that optimize health outcomes and mitigate costs., particularly large, self-funded organizations or those with complex financial and analytical needs.

Kryijztoff (Kryz) Novotnaj, Chief Clinical Informatics Officer

Kryz is HUB's Chief Clinical Informatics Officer.

Kryz comes to HUB International with nearly 21 years of experience in employee benefits, healthcare, and wellness. Kryz recently joined HUB International and previously held roles in executive clinical consulting and health informatics for regional and national consulting firms. Kryz has led several key initiatives around analytic reporting using clinical methodology that has assisted employers with understanding their population's health/illness burden.

He has been recognized at the state and local level for innovation around health and wellness, including a congressional award from Congresswoman Lois Capps for his work at Reiter Affiliated Companies. Kryz is also published in the Journal of Agromedicine for his work with food safety and foodborne illnesses.

Kryz holds multiple credentials, including a Practical Nurse (LPN) from Gurnick Academy of Medical Arts, a Registered Nurse (RN) from Excelsior College, a BSN in Nursing from the University of Cincinnati, and an Advanced Practice Registered Nurse (ACNP) from Gonzaga University with a concentration in acute care nursing practice, three designations as a Certified Wellness Specialist (CWS), Certified Professional in Health Information Management Systems (CPHIMS) and Certified Corporate Nutrition Professional (CCNP).

Kryz possesses a B.S. in Applied Science in Healthcare Management from Waldorf College and an M.S. in Public Health with an emphasis in Clinical Epidemiology and Biostatistics from University of Liverpool, UK. In 2019, Kryz completed his Doctorate in Nursing Practice at the University of San Diego

with an emphasis on infectious disease and health informatics and is pursuing his second Ph.D. in Psychiatric Nursing from the University of Cincinnati (2025).

Matt Moore, Regional Pharmacy Director, Pacific Region

Matt is a Regional Pharmacy Director for HUB International and has nearly a decade of experience in working with Pharmacy Benefit Managers. Matt has hands on experience working with Large Health Plans, Self-Funded Employers, PBMs, GPOs, Retail Pharmacies, and Pharmacy Manufacturers. He has a strong background in RFP evaluation, PBM Auditing, and Underwriting Development.

Matt is dedicated to helping clients make impactful decisions in relation to pharmacy contracting as well as ensuring the appropriate benefit design is in place to maximize clinical and financial outcomes while balancing member experience.

Matt has a consultative approach and focuses on building strong relationships with clients and vendors alike. He strives to provide innovative solutions and strategy while working directly with key decision makers to meet their specific goals.

GBS

A Leavitt Group Company

What Our Team Can Do for Kanab City

NOVEMBER 2025

PROPOSAL FOR

Employee Insurance & Benefit Consultant Services

SOLICITATION RFP10252025

Kanab City

Letter From Our CEO

Dear Kanab City,

On behalf of GBS Benefits, Inc. we would like to thank you for the opportunity to respond to Kanab City's Request for Proposal. We understand the importance of finding the right benefits partner. When you partner with GBS, you can be confident in the expertise and experience of our team members. As a firm dedicated exclusively to employee benefits, we understand the industry to an extent unmatched by our competitors.

In today's labor economy, providing a competitive wage is no longer enough to attract and retain talented employees. A robust benefit offering goes a long way in securing a reliable and skilled workforce. Our team provides a holistic approach to designing and implementing benefits. We work with you to ensure plans, perks, and education align with your culture.

But we don't stop at plan design and education. In addition to our Benefits Consultants and Account Managers, our clients have the skilled support of our in-house experts. These experts work with our clients to increase plan efficiency, implement cost-saving strategies, evaluate compliance needs, provide solutions to emerging legislation, consult on supplemental coverage, research technological tools, and benchmark total rewards.

At GBS, we believe offering employee benefits goes beyond providing a healthcare plan. It's investing in the people that make Kanab City great. And it's working with a team that will go above and beyond to support your company, understand your culture, and meet the needs of your people.

Thank you for your time and consideration. Please feel free to contact me if you have any questions.

Dan Nelson
GBS CEO
801-390-6299

GBS
A Leavitt Group Company

Request for Business Confidentiality

November 10, 2025

Dear Kanab City,

As the Chief Operating Officer of GBS Benefits, Inc. ("GBS"), I am submitting this written claim of confidentiality pursuant to Utah Code Ann. §63G-2-309 regarding certain items that are part of GBS' response to Kanab City's November 2025 Request for Proposal #10252025 for Insurance Consulting Services on Employee Benefit Plans (the "RFP Response").

The items for which claims of confidentiality are made are the following:

- The information in **Strategy & Plan Management** (p. 17) and **References** (pp. 35-36) which lists specific GBS clients;
- The information in **Analytics & Cost Containment** (pp. 20-21) which details proprietary services, systems, and methods of GBS;

The insurance industry considers such information proprietary, and all insurance companies and agencies maintain that information as confidential. GBS has agreements in place with its employees, independent contractors, and vendors which require them to maintain this information as confidential, and which impose penalties for improper disclosure.

Competitors of GBS would greatly advantage were they to obtain the confidential information described above. This information constitutes trade secrets as defined under Utah Code Ann. §13-24-2(4) in that it derives independent economic value from not being generally known by other agents who could obtain economic value from its disclosure or use and is the subject of reasonable efforts to maintain its secrecy. Disclosure of this information would result in unfair competitive injury to GBS Benefits, Inc.

Please let me know if you need any further information or details concerning GBS Benefits' confidentiality claim described herein.

Sincerely,

MATT KIISEL

GBS Benefits, Inc. Chief Operating Officer

For the City's convenience, GBS has provided a redacted version of our proposal.

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This proposal is designed to highlight our benefits consulting services and expertise. Each response has been written to provide accurate and applicable information. Should any of our responses miss the mark, our team would love the opportunity to provide supplemental responses or materials to help you make a more informed decision.

Please feel free to reach out to your Consultant Team with any additional requests or questions you may have.

Company Background & Qualifications

Describe your view of the role of a benefits consultant/broker and what differentiates your company from others.

GBS clients' have found tremendous benefits through our unique approach of providing each client with a team of consultants. This team approach allows us to offer a comprehensive consulting experience - each team member thoughtfully contributing to your overall benefits strategy using their own experience and proficiencies. In addition to your team of consultants, Kanab City will have direct access to a dedicated account manager along with account manager support that will guarantee multiple points of access to help resolve any issues or questions that arise.

Consultant & Broker Team

At GBS, our Consultants have extensive industry experience and are responsible for engaging our team to deliver on your custom benefits strategy. Your Consultants, Karen Goodwin, and Logan Greene, will work with you to identify unique needs and engage our in-house service experts. GBS will help build a 5-year plan for Kanab City. Through our extensive analytical capabilities, we can help identify correct funding options. This may include clinical consults with our Medical Director or Pharmacy Consultant, resolving complex compliance issues with our attorneys, or working with our Population Health and Behavioral Health Consultants to improve the holistic health of your people.

Design
- Benefit Evaluation
- Underwriting Methodologies
- Risk Management
- Forecasting and Risk Sharing
- Consumer Engagement
- Create multi-year strategies

Innovation
- New Market Offerings
- Employer Trends
- Employee and Workplace Culture
- Benefits Technology

Negotiation
- Renewal Rates
- Bids
- Carrier Add-Ons
- Provider Networks
- Stop Loss

Education
- Promotion of Consumerism
- Health Productivity
- Business and Benefit Solutions
- Benefits Compliance
- Benchmarking

Account Management Team

Your dedicated Account Manager, Emilyann Peinamalie, is available to help keep things running smoothly. From claims issues and coverage questions, to open enrollment, she will shepherd your needs through the proper channels and ensure you get the answers and services you need in a timely manner. Emilyann is supported by her in-office Account Manager Support Specialist, Christian Laureano, who assists with support and service. Kanab City's dedicated Account Management Team will provide tools and communication materials to help employees understand their benefits and make smarter benefit decisions.

Implement
- Set Up & Support of GBS Services
- Wellness & Health Fairs
- Group-Specific Objectives

Design
- Organize & Conduct Meetings
- Carrier Coordination
- Open Enrollment Materials
- Enrollment Data Management

Service & Support
- Compliance
- Billing Reconciliations
- Claims Resolutions
- Timeline Management

Education
- GBS Edge: Online Education Platform
- Benefits Education Materials
- Employee Benefits Guide
- Ongoing Employee Q&A
- New Hire Education

Provide an overview of your company's current ownership and organizational structure, including the number and locations of your offices.

GBS Benefits, Inc. is a privately held, full-service employee benefits consulting firm. It was founded in 1989 and is headquartered in South Salt Lake City, Utah. GBS is majority-owned by the Leavitt Group, one of the largest privately held insurance brokerages in the United States.

The organizational structure of GBS includes a comprehensive team of Consultants, Account Managers, in-house subject matter experts (including actuaries, pharmacists, clinicians, compliance attorneys, and HR consultants), and a leadership team responsible for strategy and operations.

GBS employs over 270 professionals and operates from 11 office locations across the Intermountain West and beyond, including:

- South Salt Lake, UT
- Phoenix, AZ
- Logan, UT
- St. George, UT
- Vernal, UT
- Longmont, CO
- Boise, ID
- Idaho Falls, ID
- Twin Falls, ID
- Las Vegas, NV
- Houston, TX

Describe the types of employer groups (size and industry) that you service and the number of current clients using your services.

GBS Benefits, Inc. currently serves over 2,600 employer clients, ranging in size from small businesses with as few as two employees to large organizations with up to 22,000 employees. Their client base spans a diverse mix of industries, including public sector entities such as municipalities, counties, and school districts, as well as organizations in technology, education, transportation, construction, manufacturing, healthcare, hospitality, real estate, and professional services.

Of the clients served, 1,657 have fewer than 100 employees, 278 have between 100 and 500 employees, and 89 have more than 500 employees.

Notably, GBS supports over 80 public sector entities in Utah alone, demonstrating their depth of experience and ability to scale services across a wide variety of organizational needs and industry-specific challenges.

How many years have you specialized in benefit brokerage services?

GBS Benefits, Inc. has specialized exclusively in employee benefits brokerage and consulting services since its founding in 1989, giving the firm over 35 years of experience in the industry.

Describe the proposed team that would work with us and provide information about the qualifications and expertise of each team member.

Karen Goodwin, GBA
Senior Benefits Consultant

801-201-3952
karen.goodwin@gbsbenefits.com

Karen Goodwin is an Employee Benefits Consultant with 32 years of healthcare and employee benefits experience. Prior to joining GBS-Leavitt in 2017, Karen worked for several years with Moreton & Company and Diversified Insurance. In 2013, she joined UnitedHealthcare as the Director of Account Management, where she oversaw an account management team and renewals for group sizes 2 to 3000 lives. Karen's strengths are her analytical approach, commitment to customer service, and ability to build strong relationships. Karen earned a Bachelor of Art in Business Marketing with a minor in in Public Relations from the University of Northern Colorado. She is licensed in Accident, Health, and Life.

Logan Greene
Senior Benefits Broker

801-518-4200
logan.greene@gbsbenefits.com

Logan Greene joined GBS-Leavitt in 2017 as an Employee Benefits Broker bringing with him 12 years of experience in the health insurance industry. Prior to GBS-Leavitt, he worked for UnitedHealthcare in group insurance sales. In 2012, he was recognized as the top Sales Account Executive at UnitedHealthcare. Clients appreciate Logan's depth of knowledge, ability to foster strong relationships, and his responsiveness to their needs. He graduated from the University of Utah with a major in Spanish and a minor in Business. He is licensed in Accident, Health and Life insurance.

Emilyann Peinamalie
Account Manager

801-364-7233
emilyann.peinamalie@gbsbenefits.com

Emilyann joined GBS Benefits in 2011 and will serve as your main point of contact. She began her career in retail management while finishing her Associate's Degree in Business from Salt Lake Community College. In 2014, Emilyann relocated to the GBS St. George location as an Account Manager. Emilyann supports clients by assisting with benefit education, collaboration, renewals, and day-to-day questions. She enjoys her career and is dedicated to helping her clients. Emilyann's clients consist of all industry types: medical professionals, tech companies, blue-collar companies, cities and counties, school districts, Tribal clients, and retail business office clients. She excels in adapting to each client's specific needs and business values. During Emilyann's time with GBS, her Tribal experience has expanded to multiple Tribal clients. With over 14 years of insurance knowledge under her belt she looks forward to future years of growth within the industry. Emilyann is licensed in Accident & Health and Life Insurance.

Christian Laureano
Account Manager Support

801-633-4252
christian.laureano@gbsbenefits.com

Christian joined GBS in 2017 and assists with the day-to-day service of clients' accounts. She has extensive experience in advocating for our clients when they have issues with their benefits, acting as a liaison between carriers and clients. She works closely with Emilyann to ensure our clients' employees have the support they need to get the most out of their plans. From employee communication to billing issues, Christian is available to support the effective administration of benefits.

GBS In-House Industry Experts Supporting Kanab City

At GBS, we do more than place insurance, we create tailored, strategic solutions that enhance your organization's culture, optimize costs, and elevate the employee experience. That's why, in addition to your dedicated Consultant Team and Account Management Team, we employ industry experts to support our clients and their employees. Our credentialed team members provide you with all the services and support you need for a holistic and successful benefits experience.

Industry Experts Supporting the City

We believe there is no substitution for human expertise.

Matt Kiisel
Compliance & Operations

Joe Tate
SPHR, SHRM-SCP
Human Resources

Susan Grassli, Esq.
Health Benefits Compliance

Caroll Mackay
Self-Funding

Carly Corlett, CHES
Population Health

Rory Housley, FSA
Data Analytics

Russell Vinik MD
Medical

Joe Tooley, PharmD, MBA
Pharmacy

Abbey Leeson, CPhT, MBA
Specialty Pharmacy

Catherine Van Tassell
MPAS PA-C, LCSW, DipACLM
Behavioral Health

Judy Tatton
Voluting Benefits

Chris Mitarai
Life & Disability

Tenaya Bessinger
Online Services

Katie Doherty
HR Technology

Clay Johnson
CCP, SHRM-SCP
Total Rewards

Jasonn Potter, CPFA®
Retirement, 401(k)

Mike Larson
Medicare & Marketplace Health Plans

Strategy & Plan Management

Provide an overview of your approach to strategic benefits planning.

At GBS Benefits, our approach to strategic benefits planning is rooted in proactive collaboration, data-driven decision-making, and long-term value creation. We begin by gaining a deep understanding of your organization's objectives, workforce demographics, budgetary goals, and existing benefits strategy. Our team then evaluates claims experience, plan performance, and industry benchmarks to identify opportunities for improvement and cost containment.

From there, we build a customized benefits roadmap that aligns with your organizational vision–whether that means enhancing employee experience, implementing wellness initiatives, adjusting funding models, or integrating new technologies. Our planning process is supported by in-house experts in compliance, pharmacy, clinical consulting, and analytics to ensure all recommendations are actionable, compliant, and tailored to your evolving needs. The result is a strategic benefits plan that delivers measurable outcomes while supporting the health and satisfaction of your workforce.

Outline a long-term benefits strategy consistent with current and future business needs of the City.

GBS provides Kanab City with a fully integrated suite of services to enhance and manage their employee benefits program. This includes strategic plan design, underwriting, renewal negotiation, and benchmarking against peer organizations to ensure competitiveness. A dedicated account management team supports the City with day-to-day administration, compliance guidance, and open enrollment coordination, offering employees personalized support for claims, coverage questions, and benefits education.

To manage costs and drive better outcomes, GBS delivers robust data analytics through Cedar Gate, providing quarterly reporting, real-time insights, and in-house actuarial forecasting. Our pharmacy program, GBS Rx Advantage, lowers prescription costs through manufacturer assistance and alternative sourcing. We also support the City's wellbeing goals with in-house behavioral and population health consultants who provide targeted strategies, education, and wellness programs. GBS operates on a proactive timeline–meeting regularly with the City's team to set goals, review data, and plan ahead for renewals and open enrollment. This structured cadence ensures nothing is overlooked and keeps your benefits program aligned with your organization's evolving needs.

Consultants will work with Kanab City to develop a 3-to-5-year strategy for a defined benefit direction, while collaborating with internal teams to ensure an optimal outcome.

How frequently will you meet with us to review our plan performance and address issues?

Your Consultant Team will meet with you throughout the year to establish goals and review strategies. Our goal is to establish a cadence and method that works best for your team. We recommend a minimum of weekly calls during implementation and annual renewal, monthly calls throughout the year and quarterly in-person meetings to review reports and discuss strategies. During a typical plan year, you can expect the following meetings:

Consultants & Account Manager

- Post Renewal Survey
- Monthly Service Calls
- Benefit Benchmark Report
- Employer Annual Review

Employee Experience

- Disability Evaluation
- Biannual Worksite Rebate Reminders
- Technology Workflow Evaluation
- Monthly Wellness Readiness & Performance Review

Compliance

- Compliance Readiness Survey
- 4-Step Process
- WRAP Document
- Annual Contract Review

Population Health

- Quarterly Utilizations
- Annual Clinical Insight Reports (Behavioral Health, Pharmacy, Medical Management, Wellness)
- Monthly Dashboard Calls
- Funding Reports (Rate Calculations, IBNR, etc.)

Calendar of Interactions

While our team is available to meet with Kanab City throughout the year, for any reason, the following are typical interactions that will take place each quarter (based on plan year).

Quarter 1

- Post Renewal Survey
- Goals & Objective Review
- Strategic Initiative Planning
- Comprehensive Employer Review Report
- Yearend Claims Data Review

Quarter 2

- Previous Year Health Plan Review
- Carrier Evaluation
- Strategic Planning with Carriers
- Benchmark Reporting
- Renewal Strategy/Plan Change Discussion
- Q1 Claims Data Review

Quarter 3

- Renewal Presentation & Negotiation
- Funding Calculation
- Open Enrollment Preparation
- Plan Decisions
- Q2 Claims Data Review

Quarter 4

- Plan Renewal Implementation
- Open Enrollment
- Plan Detail Quality Assurance
- Q3 Claims Data Review

Describe your methods for monitoring and communicating industry research, developing trends, and opportunities in employee benefits.

At GBS, monitoring and communicating industry research and developing trends is a foundational element of our strategy and plan management approach. Our internal GBS Product Innovation Committee, composed of cross-functional leaders, meets regularly to evaluate emerging vendor solutions, new market offerings, and shifts in workforce behavior. This strategic oversight ensures our clients are aligned with forward-looking benefit practices, not just industry standards. To operationalize these insights, our team integrates relevant findings into ongoing plan performance discussions and renewal strategy sessions. We deliver actionable updates through curated benchmarking reports, quarterly strategy meetings, and targeted communications–such as compliance alerts, trend summaries, and executive briefings. By embedding industry intelligence into our client engagements, we ensure your benefits strategy is informed, adaptive, and positioned to meet both current and future workforce needs.

Explain how you stay current on marketplace standards, new services, and new technology in benefits strategy and administration.

At GBS, staying current on marketplace standards, new services, and benefits technology is a deliberate, embedded part of our strategic plan management process. Our consultants and in-house experts engage continuously with leading industry sources, including vendor partner briefings, SHRM updates, and proprietary benchmarking tools. We also serve on advisory boards with top carriers, giving us early visibility into product innovations, pricing shifts, and emerging trends across the benefits landscape. In addition, our dedicated GBS Product Innovation Committee meets monthly to evaluate new solutions, technologies, and service enhancements. This cross-disciplinary team assesses how each development aligns with our clients' evolving needs and integrates promising tools into our service model. Through this intentional structure, we ensure your benefits strategy remains competitive, informed, and positioned for long-term success.

Describe your company's marketplace leverage in negotiating with carriers on rates, policy terms, and plan design.

Due to our influence in the marketplace, representatives and leadership from all major carriers regularly and proactively seek out GBS to give our opinion and provide feedback. During these reviews, carriers share information about competition in the market, data on disease management programs, new products, and their financial standing. This allows us to monitor the industry for cost-reduction opportunities, provide insight on the market, and form exclusive arrangements with innovative vendors, so we can make the best recommendations for our clients. It is our job to make sure Kanab City is receiving the most comprehensive review of the employee benefits marketplace. Our team will collaborate with you to determine your needs and objectives and then we will build a plan specific to Kanab City. We use market trends, benefit analysis, plan benchmarking and examine your unique data to create long-term strategies.

Our goal is to present Kanab City in the most favorable light and prevent delays by thoroughly preparing your group to go out to bid. Your GBS Renewal Coordinator will gather all renewal information for each current line of coverage and carefully prepare your quoting package for carriers. Your Consultant Team will request bids from both current and potential vendors to ensure you are receiving competitive bids and ultimately the most cost-effective and strategic benefit options.

GBS represents you, not carriers. We will always put your interests, needs, and goals first. GBS will negotiate with carriers on the City's behalf to ensure that plan designs and contracts represent your best interest and align with your organization's objectives. Because GBS is the largest benefits consulting firm headquartered in the Intermountain Region, we have negotiating leverage that can benefit Kanab City. Our evaluation will include contract language review, administrative costs, other fees, customer service, network differences, in order to provide you an unbiased view of your options. Once negotiations have taken place, your Consultant Team will sit down with you to review your options, give recommendations, and strategize for the upcoming year.

Do you provide specialized consulting services on ancillary and/or voluntary lines of coverage?

Yes, GBS provides specialized consulting services for both ancillary and voluntary lines of coverage. Our in-house experts offer dedicated support for life, disability, and worksite voluntary benefits, ensuring these offerings are fully aligned with your broader benefits strategy. This includes market analysis, carrier negotiations, product comparisons, and plan design recommendations tailored to your workforce needs.

Our Voluntary Benefits and Life & Disability consultants work closely with your account team to optimize plan value, streamline administration, and enhance employee understanding and utilization. We also provide comprehensive support during implementation, renewal, and employee education–ensuring these programs are easy to manage and effectively integrated into your total rewards strategy.

Worksite Voluntary

Providing voluntary worksite benefits to your employees is an easy way to help them protect their income and prepare for the unexpected. Our in-house Worksite Voluntary Team uses client-specific data to conduct a needs assessment, identifying voluntary products that will maximize your employees' benefits while keeping rates low. Our knowledgeable team also takes into consideration your current enrollment system and will shop the market for carriers and products that work best for the City and your employees. Our team will handle everything: employee education, system implementations, and in-house customer service and enrollment expertise.

Judy Tatton
Voluntary Specialist, VP of Employee Experience

Judy has over 20 years of employee benefits experience. She joined the GBS COBRA Department in 2005, where she served as Director for 10 years. In 2015, Judy transitioned from the COBRA Department to her current role as a Worksite Voluntary Benefits Specialist. Her approachable nature and her ability to assess situations and clearly explain options have contributed to her success in this position. Judy graduated from Brigham Young University with a B.S. in Business Management with an emphasis in Human Resources.

Life, Accidental Death & Dismemberment, Disability

GBS provides Life & Disability Benefits Consulting to help ensure that your employees and their families are adequately covered. Our Director of Life & Disability Consulting, Chris Mitarai, will provide focused contract analysis, help define your benefits, and ensure employees and their dependents have support to fully utilize their benefits.

Chris Mitarai
Director of Life & Disability

Chris joined GBS in 2014 as the Disability Products Specialist. Chris' varied background equips him with superior communication skills and the ability to perform accurate analysis on detailed contracts and plan information. Just prior to GBS, Chris was a Senior Policy/Legal Analyst with the Science Applications Internal Corporation involved in government contracts. While in Washington, D.C., Chris also worked as an Advance Representative with the U.S. Department of Homeland Security, Office of the Secretary coordinating complex and sensitive advance logistics for the Secretary of the Department of Homeland Security official visits.

Total Rewards Consulting

Your employees are your biggest investment. Attracting, retaining, and engaging them in the right way is critical to meeting your business objectives. Addressing the needs of the City and the wants of your employees can be overwhelming in the absence of a deliberate total rewards strategy. No one-size-fits-all solutions here!

Our expert Total Rewards Consultant helps you craft the appropriate mix of rewards for your employees, creating a competitive edge in your labor market.

Clay Johnson
Director of Total Rewards Consulting

With over a dozen years in the HR discipline, Clay Johnson is the Director of Total Rewards Consulting at Leavitt Group. Prior to Leavitt Group, Clay built and led HR and Total Rewards functions at some of Utah's most successful companies. An avid learner, Clay earned a graduate degree in Industrial & Organizational Psychology from Kansas State University, an undergraduate degree from Brigham Young University, and the Certified Compensation Professional (CCP) and SHRM Senior Certified Professional (SHRM-SCP) designations. A former adjunct professor for BYU, Clay currently volunteers with Utah SHRM and acts as a peer reviewer for WorldatWork journal publications.

Please describe at least two innovative strategic solutions you have implemented for clients similar to Kanab City that highlight your benefits consulting expertise.

Analytics & Cost Containment

Do you offer actuarial services? If so, please explain.

Yes, GBS Benefits offers robust actuarial services as part of its comprehensive employee benefits consulting model for clients with over 100 subscribers enrolled in the medical plan. These services are led by Rory Housley, a Fellow of the Society of Actuaries (FSA), who heads GBS's in-house Data Analytics team. Using raw claims data housed on the Cedar Gate platform, the team provides advanced financial modeling, trend analysis, and cost forecasting to help clients–especially those with self-funded plans–make informed decisions. GBS develops proprietary reporting tools like the SUMMIT report to highlight high-cost claimants, identify risk patterns, and recommend plan design improvements. These actuarial services are fully integrated into GBS's support model and included at no additional cost, offering clients a clear, data-driven path to strategic planning and cost control.

Rory Housley, FSA
Actuary, VP of Analytics

Rory Housley joined GBS Benefits in 2014. He completed the rigorous requirements to attain the Fellow of the Society of Actuaries (FSA) designation, which includes specialized training in healthcare economics, calculations, and analysis. Rory's primary role is to help clients make meaningful decisions through data analysis. This includes building reports that highlight emerging claims trends, identify risk, and uncover wasteful spending. He also develops tools that assist clients with financial budgeting and projections. His technical expertise and understanding of actuarial mathematics provide clients with valuable analytics support. Rory earned a bachelor's degree in Statistics with an emphasis in Actuarial Science.

Describe your analytic capabilities and support staff. Do you have an in-house analytics team?

As part of your customized benefit strategy, we utilize your data and recommend plans that support your compensation philosophy, bring value to your employees, and align with your budgetary goals.

The GBS contract with Cedar Gate includes a client portal that delivers reporting, analysis and trends directly each month. This portal also includes claims costs, utilization information, and opportunity analysis that are divided into categories such as Medical, Pharmacy, Mental Health, Chronic Disease, and more. The portal also includes a menu of commonly requested reports that can be generated with the click of a button.

GBS Data Analysts utilize a dashboard that mirrors our client dashboard but with more granular information to provide our comprehensive reports. GBS Analysts are always available to delve deeper into any data or trend that comes through on the client dashboard, with information being shared freely to the relevant parties under the protection and compliance of the Health Insurance Portability and Accountability Act (HIPAA).

Describe your analytics and claims reporting tools and resources.

GBS Benefits offers a powerful suite of analytics and claims reporting tools that provide clear, actionable insights into your health plan performance. Our in-house analytics team delivers customized reports that help identify cost drivers, monitor utilization trends, and highlight opportunities for improvement across medical, pharmacy, and behavioral health.

All reports are tailored to your plan and are supported by our internal team of actuaries, analysts, and clinical consultants. Ad hoc reporting is available as needed, with no additional fees, ensuring you always have timely data to guide strategic planning.

What resources do you use for reviewing large claims?

Our Clinical Review Team consists of a Medical Director, Pharmacy Consultant, Behavioral Health Director, and Population Health Director. They review large claims and anomalies in your data. They analyze claims, recommend wellness initiatives and education, forecast risk using Milliman risk scores, and confirm best practices and medical charges. When appropriate, our team recommends and helps implement interventions to reduce spend and improve outcomes. Situations often requiring intervention include inappropriate management of large claimants, emergency room frequent fliers who would be best treated elsewhere, or new high-cost pharmaceuticals.

Russell Vinik, MD
Medical Director

After completing his medical school training at the University of Texas Southwestern Medical Center in 1999 and Internal Medicine residency at Yale, Greenwich Hospital in 2002, Dr. Vinik began his career as a full-time Hospitalist caring for inpatients at the University of Utah Hospitals. He has been co-director of the hospitalist group and has spearheaded multiple projects to improve the quality of care at the University. In 2015 Dr. Vinik began a new role as Medical Director for GBS. He identifies and intervenes upon gaps in care.

GBS Rx Advantage

GBS offers an in-house specialty pharmacy program to help employers reduce costs. GBS Rx Advantage partners with employers and members to find alternative low-cost options for their prescriptions. Manufacturer Assistance Programs and Canadian Home Delivery allows members to save significantly and results in a 30 - 50% reduction of Rx costs on your plan.

Our in-house team analyzes your unique claims data to find expensive brand name and specialty medications being utilized. We coordinate with your HR staff and members to access assistance programs and alternative supply options. Our team also provides one-on-one support to your members; from filling out program applications to ensuring prescriptions are properly filled, we will help them every step of the way.

Joe Tooley, PharmD, MBA
Pharmacy Consultant

Joe is a registered pharmacist with an extensive pharmacy and benefits background. He received his Doctor of Pharmacy degree from the University of Nebraska and MBA from the University of Chicago Booth School of Business. Joe has over 18 years of pharmaceuticals experience in health economics and pricing and reimbursement, financial services consulting, strategy, rebating and retail pharmacy contracting. Joe also provides value in renewal negotiations.

Catherine Van Tassell, LCSW, PA-C, DipACLM
Behavioral Health Consultant

Catherine graduated from the University of Utah with a Master of Social Work in 2004. During her time as a medical social worker, working with End-Stage Renal patients, she was touched by each patient's story of how their chronic health condition changed everyday life. This led her towards the medical profession, specifically the emergent need for preventive health care. As a result, she decided to further her education and graduated from the University of Utah Physician Assistant program in 2016. She furthered her training by receiving a certificate in Integrative Medicine from the University of Arizona and Board Certified in Lifestyle Medicine from The American College of Lifestyle Medicine. Additional training includes Plant-Based Nutrition Certification from eCornell, Certificate in Evidence-Based Optimal Nutrition from Harvard School of Public Health, and Precision Nutrition Level 1 Coach.

Carly Corlett, CHES
Director of Wellness Health Consulting

Carly earned a B.S. from Utah State University in Health Education and Promotion, is a Certified Health Education Specialist, and holds her Certification in Workplace Wellness Compliance. She has been with GBS since 2014. Carly works closely with clients to develop, implement, and evaluate wellness programs to meet the specific needs of their population. She is continually collaborating with multiple parties to ensure her clients have the most effective and impactful program to inspire employees to adopt and maintain healthy lifestyle habits. Carly enjoys spending time with her husband and two kids, is an avid Utes fan, loves cooking, golfing and enjoys being physically active in any way possible.

Describe your view of the role wellness programs have in controlling healthcare costs. What resources and tools do you offer clients around wellness initiatives?

At GBS Benefits, we believe wellness programs are a strategic lever for improving employee health and controlling long-term healthcare costs. A well-designed wellness strategy can lead to reduced claims through early intervention, better management of chronic conditions, and healthier lifestyle behaviors–especially when paired with targeted data insights. But beyond cost control, wellness programs also enhance employee satisfaction, engagement, and retention, making them a critical component of a strong total rewards offering.

Population Health

At GBS we believe that wellness programs are necessary when creating a holistic health experience for your employees. You never know what you might be helping prevent - saving your employees and their families from avoidable mental, emotional, physical and financial stress.

Our in-house Population Health team, under the direction of Carly Corlett, CHES, will bring ROI insight and work with you to further understand existing programs and resources through your carriers, as well as collaborate on future enhancements to maintain and/or improve participant engagement. In addition to providing expert insight into and consultation on your well-being program, our Population Health Team continually creates resources and programs for our clients to utilize.

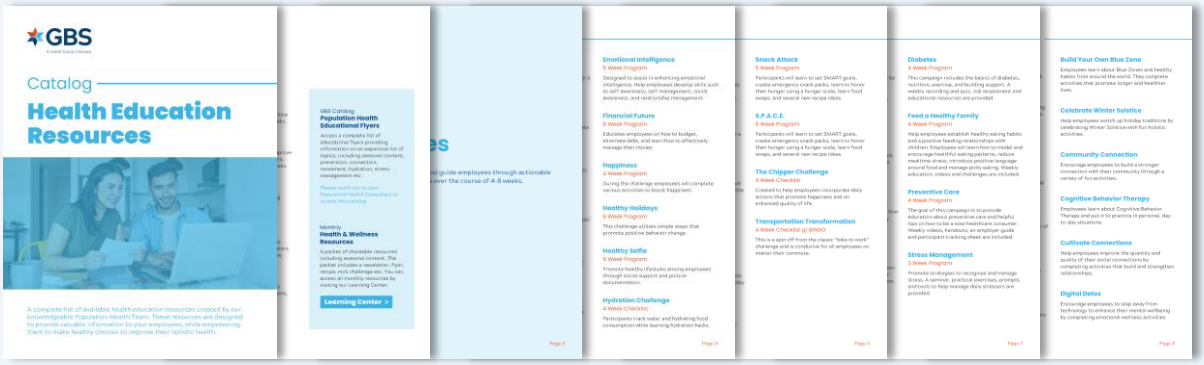
Carriers often give more competitive pricing when working with a company with an aggressive wellness plan in place. Employers with well-established and high functioning wellness programs can provide carriers with historical achievements and records which aid in pricing.

The City will be provided consulting and tools to strategically reward and motivate employees in making beneficial health decisions.

Meet Carly on page 21.

Comprehensive Health Education Resources

Challenges & Campaigns | Seminars & Videos | Educational Flyers



Population Health Consulting
Employer Resources

- **Program Consultation**
  Workplace Wellness Assessment, Employee Wellness Survey + Results and Recommendations, Goal Setting, Wellness Committee Guide, Wellness Workshop Recordings, Annual Industry Trends Summary
- **Program Design**
  Annual & Quarterly Planning, Templates for Structured Programs and Verification, Toolkits for Promoting Health Initiatives
- **Program Evaluation**
  Employer Guide, Employee Feedback Survey + Results and Recommendations
- **Tobacco Program**
  Tobacco Program Guide, Compliance Support, Templates for Affidavit & Tobacco Policy
- **Compliance Guidance and Verification**
  Education, Incentive Design, Legal Notices
- **Health Fair Support**
  Virtual or onsite
- **Health & Wellness Vendor Recommendations and Support**
- **Renewal Materials**
- **Analytics and Reporting**

Health & Wellness Promotion | Employee Resources

- **Monthly Wellness Content**
  Calendar, Newsletter, Flyer, Ask The Expert, Recipe, Seasonal Flyers and Wildcard Challenges
- **Seminars, Webinars and Recordings**
- **Wellness Challenges & Campaigns**
- **Educational Handouts**

Behavioral Health

To this day, behavioral health is a dominant and stigmatized concern in the workforce.

Our in-house Behavioral Health Director, Catherine Van Tassell, has an extensive clinical background as a LCSW and PA-C, working for 18 years in both therapy and medication management with regards to mental health. Partnering with our in-house Population Health Team, Catherine provides workplace resources and evaluates Employee Assistance Program (EAP) utilization to find areas of improvement.

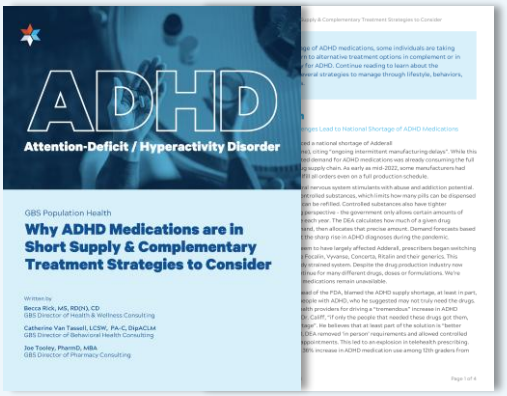
In addition to EAP and other mental health solutions, Catherine helps implement positive mental health policies and provide a variety of trainings for employees and leadership. GBS also partners with many carriers and vendors who provide apps and virtual access to mental health resources. Ease of access can greatly improve your employees' utilization of services that improve their behavioral health.

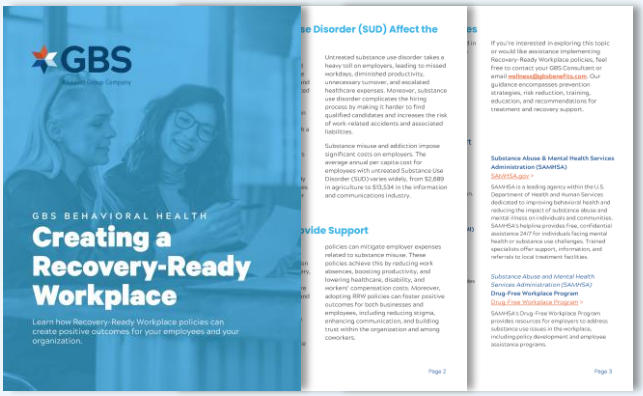
Meet Catherine on page 21.

Behavioral Health Seminars

- **Balancing Life & Mental Health:** Practical Lifestyle Strategies for Busy People
- **Connection:** How Connection With Our Community Impacts Our Physical & Mental Health
- **Exercise for Mental Health:** The Benefits & How to Incorporate It Into Your Life
- **Meditation & Mindfulness** for Stress Management & Emotional Resilience
- **Nature & Mental Health:** The Benefits of Spending Time in Nature & Outdoor Activities
- **Sleep Stress, & Mental Health:** How Lifestyle Factors Impact Emotional Well-Being
- **The Importance of Self-Care:** The Relationship Between Habits & Emotional Well-Being
- **The Science Behind Lifestyle Medicine:** How Simple Changes Can Improve Mental Health

Sample Behavioral Health Resources





Compliance

Do you have in-house benefits attorneys or compliance specialists who provide counsel to your clients, assist with key issues, and keep clients informed of the latest legislative changes? Please explain.

GBS helps clients stay compliant with a full-time, in-house health benefits attorney who assists with health benefits updates and education.

Susan Grassli, Esq., our in-house health benefits attorney, along with other team members, helps clients navigate the significant challenges and opportunities associated with health benefits laws. She monitors for any updates or changes within the federal health benefits space including new, proposed or final regulations associated with new or existing health benefits laws. Susan creates informative resources and presents informative seminars and webinars to educate and help employers understand their obligations under health benefits laws including but not limited to the Affordable Care Act, ERISA, Transparency Rules, Mental Health Parity, HIPAA, COBRA, Internal Revenue Code rules applicable to group health plans like sections 125, 105(h), and more.

She is also available to help Kanab City navigate learning and understanding health benefits compliance through direct communication such as emails, meetings or calls. She collaborates to assist clients with business-minded solutions and building efficient processes within the context of the group health plan you sponsor. Many of the summaries, articles, tools and resources they create help simplify hard-to-understand rules with which employers must comply, which are available to our clients on our website.

Susan L. Grassli, Esq.
Health Benefits Attorney

Susan Grassli, a health benefits attorney, helps employers that sponsor group health plans understand and comply with federal health benefits laws and associated regulations. Susan has been educating employers since 2011, starting with the new Affordable Care Act (ACA), then expanding to include the full scope of federal health benefit laws that impact employers, including ERISA, COBRA, applicable sections of the Internal Revenue Code (IRC) and HIPAA Privacy and Security, Medicare Secondary Payer (MSP), Mental Health Parity (MHPAEA), and Transparency. For years, Susan has presented internally to clients and broker/consulting teams and externally to a wide variety of employer groups and professional associations. She enjoys helping stakeholders understand compliance in ways that make a difference and has created a variety of compliance resources and solutions over the years. She currently works at GBS Benefits as Director of Health Benefits Compliance. Prior to joining GBS, Susan worked for the law firm Howard, Phillips & Andersen and fourteen years as an Assistant Attorney General with the Utah Attorney General's Office. She graduated from the J. Reuben Clark School of Law at Brigham Young University.

Determining Employer Shared Responsibility can be an extremely overwhelming and confusing process. Our benefits attorney has created a 4 Steps to Employer Shared Responsibility Compliance process which helps employers easily understand their obligations and ensures compliance requirements are being properly met.

How would you support us in ensuring our employee benefits programs remain compliant with all federal and state laws? How does your firm stay current with changes in laws or regulations that would affect the City?

Our compliance team, led by our in-house health benefits attorney, continuously tracks changes to federal and state legislation and provides clients with proactive guidance and resources to stay compliant. We offer annual compliance check-ups, document reviews, access to our myGBS Compliance dashboard, and educational sessions tailored to current regulatory needs. Our goal is to help clients minimize risk while maintaining compliance through strategic and practical support.

myGBS Compliance

From ERISA to ACA, HIPAA, and COBRA, it can be overwhelming to keep up with compliance tasks and missteps can be costly. Our dashboard helps to keep you on track and compliant. It is customized to your benefit plans and features a compliance calendar, sends email reminders, records tasks, stores documents, and generates reports you can use to track your progress.

How do you disseminate information about current trends and legislation? Do you provide training and webinars on frequently changing regulations as part of your services?

Yes, GBS regularly distributes compliance updates through monthly newsletters, client alerts, and articles housed in our Learning Center. We also host webinars and in-person seminars on evolving topics like ACA, ERISA, COBRA, HIPAA, and the Transparency in Coverage rules. These trainings are offered at no additional cost and are often eligible for continuing education credit, making it easy for clients to stay informed and compliant.

Learning Center

It is our role to ensure that your team has up-to-date information and reliable resources to achieve and maintain compliance. GBS monitors federal and state-specific legislatures and provides timely notifications on compliance developments. We keep you current through monthly newsletters, emails, seminars, and articles available on our website. Our in-house experts also author articles and summaries regarding federal and state specific legislative changes. These informational resources can always be found on our Learning Center at gbsbenefits.com/learning-center.

Are you qualified to assist with COBRA compliance? What is your role in managing COBRA for clients?

GBS features an in-house COBRA Services Department to provide full COBRA administration to clients at no charge. We will help the City stay compliant by mailing out all required notices and letters, processing COBRA enrollment forms, and collecting premiums from participants.

Does your firm provide general HR consulting services and/or support in addition to benefits consulting?

GBS is here for you when you need HR advice from an expert. Joe Tate, SPHR, SHRM-SCP is our HR Consultant operating from our Salt Lake City office. Clients can call or send an email to discuss solutions and receive guidance. In addition to Joe, GBS provides access and support through an online HR resource library. HR related forms, documents, and policies are made available to the City including: FMLA forms, letters, policy and procedure templates, disciplinary action forms, ADA forms and documents, offer letters, severance agreements, and job description templates.

Joe Tate, SPHR, SHRM-SCP
HR Consultant

Joe is a Human Resources executive with multi-national experience in Telecommunications, Computers (Sales/Manufacturing), Financial Services, Transportation and Retail. His 20+ years of experience make him highly qualified to assist in strategic direction, HR systems, training/development, compensation, legal, employee relations, staffing, benefits, workers compensation, operational management and other HR related areas. Joe earned a Bachelor of Science in Economics from the University of Utah.

Employee Communication & Engagement

Please describe your approach to employee education and communication, including open enrollment and ongoing support for Kanab City employees.

At GBS, our approach to employee education is personal, proactive, and year-round. For open enrollment, we work closely with clients to develop a tailored communication strategy that reflects your culture, benefits offering, and employee needs. This includes coordinating in-person or virtual meetings, customized benefit guides, and access to our online learning platform, GBS Edge, which provides 24/7 access to benefits education in an easy-to-navigate format. Beyond open enrollment, our Account Management team remains actively involved throughout the year to assist with onboarding, life event changes, and ongoing benefits questions–ensuring employees always feel supported and informed.

Describe your company's customer service philosophy and support process, as well as your commitment to quality assurance.

GBS is committed to delivering high-touch, responsive, and personalized service. Our customer service philosophy centers around building long-term partnerships through proactive communication, timely issue resolution, and a deep understanding of each client's unique goals. Each client is assigned a dedicated team that includes a Consultant, Account Manager, and AM Support Specialist. This layered service model ensures coverage and continuity at every stage. We track service requests and outcomes through our internal task management system, allowing us to ensure accuracy, timeliness, and quality assurance in every interaction.

Meet your dedicated GBS Team on pages 7-9.

How will you provide benefits education to our employees? Provide examples of methods or materials (e.g. in-person meetings, webinars, benefit guides).

GBS is here to help your employees understand and appreciate their benefit program. Your Account Manager, Emilyann Peinamalie, will run point and coordinate open enrollment meetings, partnering with carriers and other requested participants to ensure their attendance. Emilyann will also be a key partner with you as we work together to develop a communication strategy to inform employees of their benefits and educate them on how to best utilize those benefits.

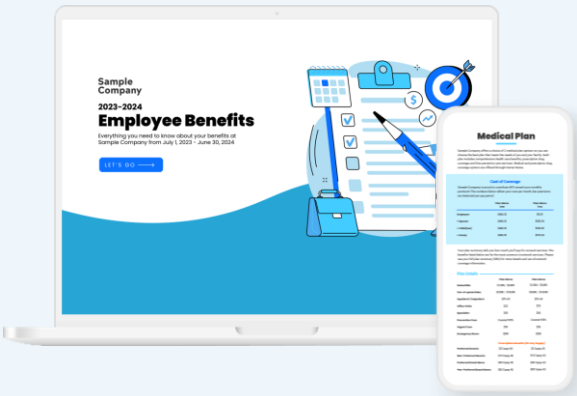
In addition to supporting your current communication tools, GBS provides the following solutions:

- Print-ready employee benefit books and online benefit books
- GBS Edge: Customized online learning module to walk employees through their benefits
- Online benefits website for HR and your employees, allowing all employee benefit information to reside in one location
- Email campaigns
- Design of benefit-specific education pieces
- Open enrollment meetings for employees (presentations, handouts, etc.)
- Quick Byte Videos (60 seconds)
- One-on-one, face-to-face meetings or webinars

GBS Edge

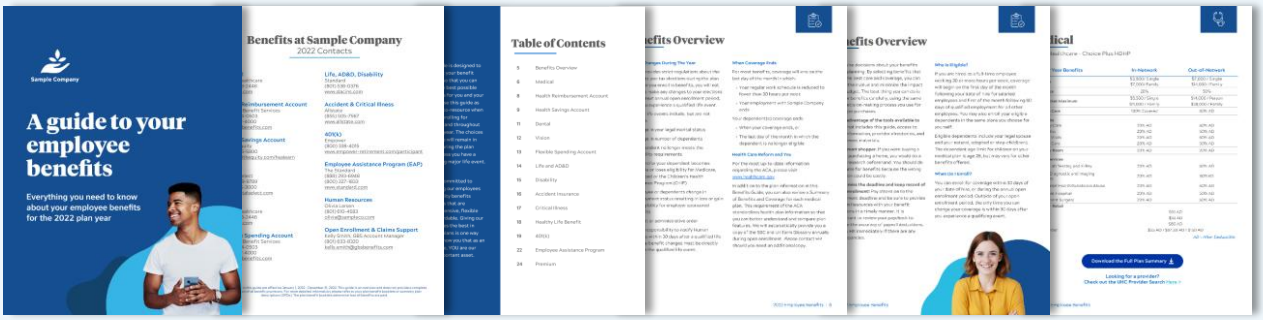
Our education platform provides a custom digital learning experience that highlights the value of your benefits offering by engaging members through guided education.

View Sample Edge Course ›



Benefits Guide

Digital or Printed



View Sample Benefit Guide ›

How do you help clients resolve individual claim problems, billing questions, or plan interpretation issues? Are there dedicated team members to provide ongoing administrative support to our staff?

Yes. Each client has a dedicated Account Manager and support team who work directly with employees and HR staff to resolve claims issues, billing questions, and benefit clarification needs. We act as a liaison between the member, provider, and carrier to ensure issues are resolved quickly and accurately. Our Account Managers are known for their responsiveness and advocacy–providing one-on-one assistance to members and stepping in when escalated support is needed. This hands-on service ensures Kanab City staff can depend on us for administrative relief and expert guidance.

Meet Emilyann on page 7.

How would you help us utilize technology for benefits communication, enrollment, and administration? Describe how your services can enhance our processes and employee understanding.

GBS provides an online enrollment platform, Employee Navigator, at no cost to our clients. The GBS Online Team is available for ongoing support, renewal and system training. The admin interface is user-friendly and allows HR to own the system and utilize its strengths. GBS also manages electronic reporting with approved carriers. The GBS Online Team has 35 team members; each client is assigned 3 dedicated individuals whose roles are: Online Account Manager (HR's main contact answering day-to-day system questions), Online Implementer (initially builds the system, and prepares it for renewal each year), and an EDI Specialist (manages the carrier files and monitors carrier discrepancies).

Tenaya Bessinger
Director of Online Services

Tenaya began working at GBS in 2004 as an Online Specialist. As the department grew, she became the Online Services Manager, and after taking a few years off to focus on her family, Tenaya is back with GBS as the Director of Online Services. In addition to her years of online services experience, Tenaya has a strong background in human resources, leadership development, organizational management, and operations, equipping her with the ability to understand the needs of employers and their employees. Tenaya earned her Bachelor's degree in Biology from the University of Utah.

Do you provide any benefits administration services or systems, or related consulting support (e.g. outsourcing options or online enrollment platforms)?

Yes. GBS offers robust benefits administration support through Employee Navigator, an industry-leading online platform we provide and support internally. We also offer consulting services to help evaluate and integrate third-party platforms (e.g., ADP, Paylocity, Workday). Our HR Technology Consultant is available to assist Kanab City in vendor selection, implementation, and optimization–helping you streamline workflows and reduce manual processes. For clients seeking fully outsourced administration, we can coordinate with trusted partners to evaluate solutions that fit your needs and budget.

HR Technology

At GBS, we know HR Technology is the cornerstone to efficiently managing business functions. Our in-house HR Technology Consultant, Katie Doherty, is available to help the City get the most out of its current system or research, purchase, implement, and help manage the HR technologies that run your business and serve your employees. Katie has expert knowledge of all systems available in the market such as Workday, Paylocity, ADP Workforce Now, and Rippling.

References

Describe your organization's experience working with organizations similar to Kanab City.

GBS is the premier benefits agency for municipalities in the Intermountain West. Our team has access to all carriers in the market and has been granted elite broker status with many health insurance carriers, as well as ancillary carriers. This allows us to negotiate at an unparalleled level, and resolve service related-issues on your behalf quickly and efficiently. This allows GBS to provide detailed insight and benchmarking into all available products offered to our cities so that they are not constantly guessing or reaching out to obtain market intel. All cities are constantly searching for this information, and our cities rely upon the market content that GBS provides.

GBS provides services and support to a wide variety of employer groups. We work with international, national, and local employers working in every industry and ranging from 2-30,000 employees. GBS has extensive experience partnering with public entities. The GBS Team working with Kanab City, specializes in municipalities, in Utah, including cities, counties, school districts, and special service districts. Our team provides services and support to approximately 100 public entities, including over 50 cities.

Provide at least three (3) current client references, including: Client Name, Contact Person, Address, Telephone Number, and Email Address for each reference.

Cost Proposal

Provide a transparent and detailed cost proposal, outlining all proposed streams of revenue (e.g. commissions, fees, retainers), and clearly state the total annual fees or compensation expected for your services.

GBS believes in providing each client with a transparent, flexible and fair compensation agreement. GBS structures compensation to meet the needs of each individual client. We offer flexibility through flat consulting fees, commissions on insured products, per employee per month (PEPM) administrative fees, or a combination of these options.

For Kanab City, GBS will take over the current PEPM that PEHP pays to all brokers on medical and will accept the standard commissions on all ancillary lines, i.e., dental, vision, life, disability and worksite products. If Kanab City moves medical carriers, GBS will accept the equivalent of 3% commission.

Please specify if any services mentioned in your proposal are not included in your standard compensation and would require additional fees.

At an additional price, GBS offers the following:

GBS Retire
401(k) / Retirement Plan Consulting
Compensation: Variable Fees Based on Service | Fees can be charged as a flat fee, hourly rate, or a percentage of assets under management.

Boost HR & Recruiting
HR Consulting & Recruiting Services
Compensation: Variable Fees Based on Service

Total Rewards
Comprehensive Compensation Projects
Compensation: Variable Fees Based on Service

Enroll 365
Individual & Family Coverage Options
Compensation: Standard Carrier Commissions Built into Premiums | Free Service to Clients

Senior Benefits
Social Security & Medicare
Compensation: Standard Carrier Commissions Built into Premiums | Free Service to Clients

Please Note: *Innovative partners and vendors listed in this proposal are third-party. As such, their services are not included in GBS compensation; however, some of our exclusive partnerships allow GBS to provide our clients with preferred pricing.*

Disclose all forms of compensation your firm may receive related to Kanab City's account, including any commissions, contingency/override payments from insurance carriers, or any other vendor fees, and explain how such payments would affect the overall cost to the City.

GBS Benefits may receive standard commissions and/or override compensation from insurance carriers related to Kanab City's account. These include compensation tied to medical, dental, life, disability, and voluntary benefits, based on premium volume. All compensation will be fully disclosed to Kanab City annually, with no hidden fees or charges. These payments do not increase the City's costs, as they are already built into carrier pricing, and GBS does not accept additional vendor fees that would impact plan costs without client approval. Our compensation model is transparent, and we are flexible in structuring it to meet the City's preferences.

PEHP currently does not have an override program in place for Consultants and Brokers.

State your philosophy of compensation disclosure. Describe your approach to compensation disclosure, including how you will ensure complete transparency of all compensation (for example, full disclosure of any commissions or incentives from insurers).

At GBS Benefits, we believe in full transparency and proactive disclosure of all compensation. Our approach includes clearly itemizing all commissions, fees, overrides, and incentives received from insurers or vendors, and we provide annual compensation disclosures to clients as part of our standard service. We also offer detailed reporting upon request and ensure that clients are informed of how our compensation aligns with the services delivered–allowing for a transparent, trust-based partnership.

Addendum

Conflict of Interest Disclosure

All proposals must include full disclosure of any existing or potential conflicts of interest. Disclose any business or personal relationships with any Kanab City employees, officials, or other entities that could influence or appear to influence the services you provide under this engagement. It is the proposer's responsibility to identify any such relationships or situations. If no conflicts exist, affirmatively state that none exist. Failure to disclose an existing or potential conflict of interest may result in disqualification of the proposal.

GBS Benefits affirms that no existing or potential conflicts of interest exist with any Kanab City employees, officials, or related entities.

One N. Franklin Street Suite 3500 Chicago, IL 60606 Phone: 312-876-1414

CERTIFICATE OF INSURANCE – CLAIMS MADE & REPORTED

Issue Date: June 12, 2025

This is to certify that the First Named Insured and Additional Insured below are covered by the Insurance Policy described below issued by Allied World Surplus Lines Insurance Company. Coverage afforded the First Named Insured and Additional Insured is subject to all terms, exclusions, limitations, and conditions of such policies. Limits shown may have been reduced by paid claims.

Type of Insurance: Errors and Omissions Liability for Insurance Agents & Brokers

Effective Date: July 1, 2025 **Expiration Date:** July 1, 2026

First Named Insured: Leavitt Group Enterprises, Inc. dba LGAA, LLC
GBS Benefits Inc.

Carrier: Allied World Surplus Lines Insurance Company
Policy #: 0303-6127

Insuring Agreement A (Errors & Omissions)
Limit of Liability: $15,000,000 Each Claim and Aggregate (defense expenses outside)
Retention: $350,000 Each Claim

Insuring Agreement B (Governmental Claims)
Limit of Liability: $500,000 Each Claim and Aggregate
Retention: None

Insuring Agreement C (Subpoena Coverage)
Limit of Liability: $25,000 Each Claim and Aggregate
Retention: None

Insuring Agreement D & E (Breach Response & Supplemental Privacy)
Limit of Liability: $10,000 Each Wrongful Act and Aggregate
No. of Affected Individuals: 2,500
Retention: $5,000 Each Wrongful Act

By the issuance of this Certificate, CRC Insurance Services, Allied World Surplus Lines Insurance Company assume no obligation to provide notice of change in or cancellation of the policy.

CRC Insurance Services

Mark Waldeck
Authorized Representative

Resident Producer Organization

Accident and Health or Sickness, Casualty, Life, Property

GBS BENEFITS INC

2200 S MAIN ST STE #600
SOUTH SALT LAKE, UT 84115

is authorized to transact business as described above

License No: 5371 Issue Date: 05-16-2002 Expiration Date: 04-30-2026

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State of Utah
Insurance Department

THIS IS TO CERTIFY THAT

GBS BENEFITS INC
2200 S MAIN ST STE #600, SOUTH SALT LAKE, UT 84115

LICENSE NUMBER: 5371

IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:

Resident Producer Organization
Accident and Health or Sickness, Casualty, Life, Property

Issue Date: 05-16-2002 Expiration Date: 04-30-2026

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GBS
A Leavitt Group Company

Included Services

We've designed our included services to provide you and your team with access to unmatched industry expertise. With GBS, you will always have the best resources and tools to support your people and your culture.

Strategic Benefits Consulting

Design
Benefit Evaluation, Underwriting Methodologies, Risk Management, Forecasting, Risk Sharing & Consumer Engagement

Education
Promotion Of Consumerism, Health & Productivity, Overall Business & Benefits Solutions, Benefits Compliance & Benchmarking

Negotiation
Renewal Rates, Bids, Provider Networks & Stop Loss

Innovation
New Market Offerings, Employer Trends, Employee Culture & Benefits Technology

Plan Review

- Benefit Design
- Requests for Proposals
- Comparison of New Bids & Existing Plan
- Negotiation of Rates & Benefits
- Provider Matching Analyses

Account Management Services

- Escalated Claims Resolution & Appeals Support
- Resolve Enrollment Issues & Address Employee Inquiries
- Carrier & Vendor Liaison / Coordinator
- Open Enrollment Strategy & Employee Benefit Education
- Ongoing Benefit Education for Employees & New Hires
- Compliance Process & Documentation

Employee Benefit Communication

- Benefits Education Resources
- Employee Communication Resources
- GBS Edge: Online Education Platform

Education on Industry Trends & Updates

- Access to Resources Authored by In-House Experts
- Seminars & Webinars Presented by In-House Experts
- Newsletters (Wellness, Compliance News & Health Care Reform, Events)
- GBS Annual Conference

Income Protection & Voluntary Benefits

Life, AD&D, and Disability Benefits Design & Implementation

Voluntary Benefits Design & Implementation

Voluntary Benefits Education & Dedicated Support

Compliance

Self-Funding Strategies

HR Consulting (Q&A support via phone and email) & Access to Mineral™

Assist with Understanding & Complying with the Affordable Care Act

Assist with Understanding & Complying with ERISA, DOL, COBRA, HIPAA, Section 125 & HSA

myGBS Compliance Dashboard

COBRA Setup

COBRA Qualifying Event Notification

COBRA Takeover

Initial COBRA Notification

HIPAA Certifications of Credible Coverage (for non-COBRA losses of coverage)

Monthly COBRA Premium Billing

Population Health Management

Data Warehouse (Cedar Gate), Plan Management Reports

Rating Action Analysis

Renewal Rate Negotiation

Long-Term Planning Tools, Cost Containment Initiatives

Self-Funding Support, Market Stop Loss Negotiations

HSA Implementation Consulting

Pharmacy Consultant, Pharmacy Benefit Analysis

Medical Director, Clinical Navigation & Consulting

Behavioral Health Consultant

Population Health Consultants, Wellness Assessment & Consultative Operating Plan

Ongoing Consulting & Evaluation of Population Health Outcomes

Comprehensive Library of Employe Health Promotion Resources (Challenges, Campaigns, Educational Flyers, Videos, and Available Seminars)

HR Support

Employee Navigator
Benefit Election Capabilities, Employee Self-Service, Carrier Files, Onboarding, Emergency Contacts, Talent Management, Licensing & Certification, Annual Training

Other Online Systems Support

HRMS & Payroll Consulting

Compensation Review

This proposal has been written by GBS Benefits, Inc. for **Kanab City.**

November 2025

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

KANAB
UTAH

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

DATE: November 18, 2025
TO: Mayor and City Council
SUBJECT: Selection of Public Defender
PREPARED BY: City Manager, Kyler Ludwig

Background:

Kanab City issued a Request for Proposals (RFP) for public defender legal services in compliance with recent legislative updates and to ensure continued access to qualified indigent defense. The contract includes representation for misdemeanor and infraction cases in the Kane County Justice Court and de novo appeals in the Sixth District Court. The RFP closed on November 10, 2025.

A total of four proposals were received from the following respondents:

1. William H. Leigh, P.C.
2. Greater Zion Law
3. Stowell Crayk PLLC
4. EagleGrace Global LLC

Each proposal was evaluated based on qualifications, experience, cost, capacity, and responsiveness to RFP requirements.

Analysis:

The proposals demonstrated a range of experience and organizational structures. Following a comprehensive review of submitted materials and experience levels, staff expresses a preference for contracting with Greater Zion Law.

Key highlights include:

- **William H. Leigh, P.C.:**
  - Current Kanab City Public Defender
  - Over 30 years of criminal defense experience
  - Proposal for $3,250/month

    - Strong familiarity with local courts and existing relationships with law enforcement and judicial staff
    - Limited capacity (solo attorney with paralegal support), but no performance issues reported historically

- **Greater Zion Law:**
    - Led by Travis R. Christiansen with support from John Adams and paralegal staff
    - Proposal for $3,000/month (flat fee)
    - Offers a technology-forward practice (automated scheduling, client communication systems)
    - Demonstrated bench and jury trial experience, including high-profile felony cases
    - Strong case management systems and broader team support

- **Stowell Crayk PLLC:**
    - Large Salt Lake-based firm with a dedicated indigent defense practice
    - Deep bench of attorneys and legal support staff
    - Offers broad scheduling coverage and extensive experience with other Utah municipalities
    - Did not express interest in conflict-defense services

- **EagleGrace Global LLC:**
    - This submission was intended for the appeals hearing officer.

Legal:

Financial:

This is an increase in costs that will need to be accounted for within a budget amendment.

Recommendations/Actions: It is recommended the City Council:

I move to authorize staff to enter into a contract with Greater Zion Law to provide Public Defender Legal Services for Kanab City at a flat monthly rate of $3,000, effective January 1, 2026. Additionally, I authorize staff to work with William H. Leigh or Stowell Crayk to serve as conflict counsel and provide backup indigent defense services as needed, under a separate agreement.

RFPPD10252025 - Public Defender Legal Services

U3P Back to list

Project Details

Project: Public Defender Legal Services

Ref. #: RFPPD10252025

Department: CITIES - City of Kanab

Type: RFP

Status: CLOSED

Open Date: Oct 24th 2025, 2:30 PM MDT

Questions Due Date: Nov 5th 2025, 5:00 PM MST

Close Date: Nov 10th 2025, 5:00 PM MST

Days Left: Submissions are now closed

November 2025 prev next

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26 OPEN	27	28	29	30	31	1
2 OPEN	3	4	5	6	7	8
9 OPEN	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

Project Description:
REQUEST FOR QUALIFICATIONS
Public Defender Legal Services

Kanab City, located at 26 N 100 E, Kanab, Utah, is requesting proposals for public defender services from a qualified firm or qualified attorney. Submissions will also be considered for conflict public defender services.

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Navigation ST BE RECEIVED NO LATER THAN
AY, NOVEMBER 10, 2025, at 5:00 p.m.

BACKGROUND, DUTIES, AND RESPONSIBILITIES:
Kanab City is seeking a qualified firm or qualified attorney to provide legal defense services to individuals prosecuted for misdemeanors and infractions by the Kanab City Prosecutor, and who have been found eligible for appointment of legal counsel.

The public defender agrees to be available in the courtroom in the Kane County Justice Court, on regularly scheduled municipal calendars, currently scheduled one to four days per month, on Tuesdays. Coverage of matters in the Sixth District Court, in Kanab, is required (i.e., for de novo appeals of Justice Court matters and for occasional cases involving Class A misdemeanors). The typical court obligation, excluding scheduled trials, is approximately 45 to 90 minutes every second or fourth Tuesday morning, as well as 30 to 60 minutes in the Sixth District Court on one to two Thursdays each month. The number of cases and requirements for in-court representation will vary from time to time. Virtual court appearance is permissible, except for some evidentiary hearings, jury trials, or when in-person appearance is ordered by the court. The average caseload is between 15-25 cases (1-5 of which may include one or more class A misdemeanors and therefore be handled in district court), split between pre- and post-adjudication matters.

Contract services are estimated to commence on January 1, 2026, or as soon as practicable.

The selected attorney or law firm shall be required to perform the following duties, as well as others inherent with indigent defense:
- Prepare and appear with clients at all pre-trial, trial, and post-conviction proceedings and hearings;
- Obtain and review all formal and informal discovery;
- Interview clients to evaluate evidence and assess the strength of the case;
- Develop a theory of the case;
- Research legal issues;
- Analyze charging documents, police reports, and discovery material and evidence;
- Draft, file and argue appropriate motions;
- Negotiate settlements or changes of pleas;
- Prepare trial briefs and conduct all phases of trial in court, including jury trials;
- Recommend bond and participate in bond hearings;
- Review petitions for probation revocations and participate in sentencing hearings; and
- Prepare motions for a new trial;
- Maintain adequate and proper records of the representation for each assigned indigent defendant; and
- Keep current with the statutes, rules, and cases regarding both procedural and substantive legal issues.

The selected attorney or law firm shall be free to exercise independent professional judgment without retaliation, and performance evaluations or renewal decisions will not be tied to case outcomes or speed of dispositions. A separate conflict-counsel contract shall be established by Kanab City; payment structure for the selected attorney or law firm shall not be structured in a way to discourage conflict identification.

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ney or law firm shall be required to provide operational reporting, including:
- New case assignments

- Use of investigators or experts
- Jail interviews
- Client contact timeliness
- Dispositions and de novo filings

The selected attorney or law firm will be required to comply with any complaint process, reporting requirements, and investigation(s) required by law, or assist Kanab City in fulfilling its obligations under the Utah Indigent Defense Act and related laws and regulations.

MINIMUM CONTENTS OF PROPOSAL:
The proposal must include the following information:
1. Cover letter with Respondent and/or law firm name and contact information (Contact information should include mailing address, telephone, and email address).
2. Resumes or background descriptions of all key personnel.
3. Information or experience related to criminal defense services.
4. A proposal for compensation for services (hourly, per case, and/or flat fee). [Kanab City has a preference for a flat annual or monthly fee, but will consider other proposals, or proposals with a flat fee but including contingencies.]
5. Workload management plan, including attorney and/or staff to be included in case management, court coverage, backup coverage, and access to resources relevant to indigent defense.
6. Quality-assurance plan (client contact timelines, investigator/expert usage protocols).
7. Conflict-of-interest plan describing screening and referral to separately contracted counsel.
8. A specific plan to transition, if necessary, from the current public defender without a loss of continuity for defendants.
9. At least three (3) references capable of speaking to the reputation and professional qualification of the Respondent.
10. A proposal for compensation for the use of investigators and experts, when/if needed, with interpreters coordinated through the Utah State Courts' credentialing program.
11. Description of how the Respondent handles checking for conflicts and how the Respondent proposes to handle conflicts that may arise.
12. Identify whether the Respondent is willing to handle cases for the City on a conflict basis if the City elects to contract with another respondent as the primary public defender, and propose a compensation schedule for conflict cases.

MINIMUM EXPERIENCE/QUALIFICATIONS:
Required qualifications include, for which the Respondent's proposal should affirm or provide an explanation, if appropriate:
1. Be a member in good standing of the Utah Bar.
2. Be competent in the practice of criminal law, with a minimum of five (5) years of experience handling criminal matters (i.e., as a prosecutor and/or defense attorney).
3. Be familiar with mental health issues and be able to identify the need to obtain expert services and petition for competency reviews.
4. B 7 ailable to attend all hearings and trials, in person or virtually, as necessary or required.

Skip Top Navigation meet clients in person in Kanab, Utah, outside of the regularly scheduled calendar and communicate timely and effectively with clients, the prosecutor, and the court orally and in writing, in person, by

per person and an aggregate of $1,000,000.00 per occurrence, while serving as the public defender for Kanab City, and shall defend and hold Kanab City harmless from all claims related to the public defender service.
7. While serving as public defender, Respondent will be available and accessible to indigent clients reasonably in advance of any hearing or trial, make reasonable efforts to visit or otherwise communicate with indigent clients who are incarcerated in Kane County Jail, admitted to a hospital or treatment facility, or otherwise confined, at the earliest possible moment, and return phone calls and respond to emails as soon as reasonably possible.

LENGTH OF CONTRACT:
The initial term of the contract resulting from this RFQ will be for a period of five (5) years with the option of additional contract extensions as negotiated with the City. The City reserves the right to contract with other qualified professional firms or individuals for similar services during the period of the contract.

SELECTION PROCESS AND SCHEDULE:
Proposals will be evaluated by the Kanab City administration. At a minimum, the top two (2) proposals will be interviewed to determine the likelihood of meeting the public defender services need for Kanab City. Proposals will be evaluated on evidence of understanding of the objectives and work involved, and on the demonstrated capability of the Respondent to accomplish the work. Compensation is a single criterion, not the deciding one. The City may also consider experience, reputation, skills, the specific proposal, references, and the input of elected city officials and others. All proposals are subject to successfully negotiating a contract with the City.

SUBMITTAL PROCESS/ REQUIREMENTS:
PROPOSALS MUST BE SUBMITTED ELECTRONICALLY THROUGH THE BONFIRE PROCUREMENT PORTAL NO LATER THAN MONDAY, NOVEMBER 10, at 5:00 p.m. (Mountain Time) Late submissions will not be accepted.

COST OF PREPARATION OF RESPONSE: Costs incurred by any entity or individual in the preparation of their response to this Request For Qualifications are the responsibility of the responding entity or individual and will not be reimbursed by Kanab City.

CANCELLATION: Kanab City reserves the right to cancel an award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Kanab City's best interest. In no event shall Kanab City have any liability for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

CLARIFICATION: Any Respondent requiring clarification of the information or protesting any provision herein, must submit specific questions, protests, or comments in writing to:

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ATTN: Kyler Ludwig
26 North 100 East
Kanab, Utah 84741

Email: kludwig@kanab.utah.gov
Phone: (435) 644-2534

Clarifications submitted in writing shall be received prior to 5:00 p.m. on Wednesday, November 5, 2025.

PROPOSALS ARE PUBLIC RECORDS: All information submitted by Respondents shall be public record and subject to disclosure pursuant to the Utah Government Records Access Management Act, except such portions of the proposals for which Respondent requests exception from disclosure consistent with Utah Law. All requests shall be in writing, noting specifically which portion of the proposal the Respondent requests an exception from disclosure. Respondent shall not copyright, or cause to be copyrighted, any portion of any said document submitted to Kanab City as a result of this Request for Qualifications.

REJECTION OF PROPOSALS: Kanab City reserves the right to reject any or all responses to this Request For Qualifications.

CLARIFICATION OF RESPONSES: Kanab City or its agent reserves the right to obtain clarification from Respondent of any point in a Respondent's or law firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Respondent to answer timely to such a request for additional information or clarification could result in rejection of that Respondent's or firm's response or responses.

Important Events:

Search

Status	Event Name		Location	Description	
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Oct 24th 2025, 2:30 PM MDT	N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Nov 5th 2025, 5:00 PM MST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Nov 10th 2025, 5:00 PM MST	N/A

Commodity Codes:

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UNSPSC 80122102 **Municipality law consultation service:** Consultancy and advisory service covering the standards, principles, concepts related to municipal law, includes legal reporting, providing analysis and legal opinions as well as attendance and participation in court hearings and oral reports.

UNSPSC 94131603 **Legal assistance services**

Requested Information:

Listed below are the documents and information needed to complete your submission:

Name	Type		# Files
Proposal	File Type: PDF (.pdf)	Multiple	REQUIRED

Messages

Public Notices (0) ()

Vendor Discussions (0) ()

There is currently nothing to display here.

Create a new Public Notice

Submission

This project is not open for proposal submissions at this time.

WILLIAM H LEIGH PC
Law Office
2239 N Hawthorne Ln.
Cedar City, UT 84721
435-393-0557
williamhleighpc@outlook.com

November 6, 2025

Kanab City
ATTN: Kyler Ludwig
26 North 100 East
Kanab, Utah 84741

Re: Kanab City Public Defender Contract (Justice & District Courts)

Dear Mr. Ludwig:

This constitutes my letter of interest with respect to the Kanab City Public Defender contract to provide public defender services for the Justice and District Courts. I am currently the Public Defender in the above-referenced courts for Kanab City, Utah.

Below are my responses to the numbered paragraphs under section "Minimum Contents of Proposal" in the Request for Qualifications:

1. **Cover letter with Respondent and/or law firm name and contact information (Contact information should include mailing address, telephone, and email address).**

   This letter is the cover letter.

2. **Resumes or background descriptions of all key personnel.**

   See attached. I am also including the resume of my paralegal (who is also my son) who is the key personnel assisting on all cases.

3. **Information or experience related to criminal defense services.**

   I have worked in the criminal arena for over 30 years - as private counsel as well as a Public Defender. I was the Kane County, Utah Public Defender for 16 years, retiring in December of 2024. I am currently the Kanab City, Utah attorney and have been for several years. I am extremely qualified in criminal law.

4. **A proposal for compensation for services (hourly, per case, and/or flat fee). [Kanab City has a preference for a flat annual or monthly fee, but will consider other proposals, or proposals with a flat fee but including contingencies.]**

   The request for compensation is $3,250.00 per month.

5. **Workload management plan, including attorney and/or staff to be included in case management, court coverage, backup coverage, and access to resources relevant to indigent defense.**

   How I manage my case load is a privileged matter. It has not, and will not, interfere with my representation of clients. I have two attorneys that can provide court coverage or otherwise if I am not available. I have been the Public Defender for the City for the last several years. My work speaks for itself and Kanab City already knows of the high quality work that I have contributed as Public Defender. When I was Public Defender for the County as well as the City, I did not have any issues with case management, court coverage, backup coverage, nor access to resources relevant to indigent defense. Since retiring from private practice and Kane County Public Defender, I have more time in which to manage Kanab City clients.

6. **Quality-assurance plan (client contact timelines, investigator/expert usage protocols).**

   See response to number 5, above. If investigators or experts are needed, the City Attorney will be approached to provide compensation for any investigator or expert. If need be, a request will be made to the appropriate court for an order requiring the City to so pay.
   Further, I strive to have a good relationship with my clients. I immediately provide them with the permissible discovery, give them my cellphone number, am always accessible by cellphone, and inform every client of all court dates prior to the hearing.

7. **Conflict-of-interest plan describing screening and referral to separately contracted counsel.**

   In the time period that I have been the Kanab City Public Defender, there have been very few conflicts. I work the cases to avoid conflicts. Cases are

initially screened for conflicts (although some conflicts arise as the case progresses). If conflicts surface, I assess the case to determine the extent to which conflict counsel is needed ex., would a waiver of the conflict by the client be appropriate; where does the client stand on the conflict; would a waiver of the conflict in open court solve the issue. In the past, when conflict counsel is needed, the City Attorney has been informed of the conflict and has taken the steps to see that conflict counsel is appointed.

8. **A specific plan to transition, if necessary, from the current public defender without a loss of continuity for defendants.**

I am the current Public Defender.

9. **At least three (3) references capable of speaking to the reputation and professional qualification of the Respondent.**

Willard R. Bishop, Esq.
Attorney at Law
747 South Paradise Canyon Road, Suite 2
Cedar City, Utah 84720
1-435-586-9483

Jack Burns, Esq.
Burns Law Firm
415 N Main St., Ste 106
Cedar City UT 84721
435-586-2718

E. Jay Overson, Esq.
Overson Law
415 North Main Street, Suite 101
Cedar City, Utah 84721
1-435-590-9568

10. **A proposal for compensation for the use of investigators and experts, when/if needed, with interpreters coordinated through the Utah State Courts' credentialing program.**

Investigators and experts have their own set fees which are usually less for Public Defender cases. The Utah Association of Criminal Defense Lawyers

has a list-serve and website where I am able to locate an appropriate expert any time a specific case needs an expert. A request will be made to the City Attorney to provide compensation for the services. On occasion the court will be approached to approve the expert or investigator and order the City to provide compensation.

Note: Seldom, if any, are experts needed in misdemeanor cases [exclusive of a DUI case].

11. **Description of how the Respondent handles checking for conflicts and how the Respondent proposes to handle conflicts that may arise.**

See response to number 7, above.

12. **Identify whether the Respondent is willing to handle cases for the City on a conflict basis if the City elects to contract with another respondent as the primary public defender, and propose a compensation schedule for conflict cases.**

I would be willing to handle cases for the City on a conflict basis at the rate of $150.00 per hour if the City elects to contract with another Respondent as a Public Defender.

Below is my response to the certification under section "Minimum Experience / Qualifications" in the Request for Qualifications:

I affirm the statements 1 through 7 as part of my application for the Kanab City Public Defender.

I have enjoyed my time as the Public Defender in Kanab City and have always made the Public Defender contracts a priority. I have provided excellent services to Kanab City and intend to continue to do so as the Public Defender for Kanab City.

Very cordially yours,

WILLIAM H. LEIGH, P.C.

William H. Leigh

William H. Leigh

WILLIAM H. LEIGH
435-393-0557
2239 N. Hawthorne Lane
Cedar City, UT 84721

BAR AFFILIATION State Bar of Utah

EDUCATION

McGEORGE SCHOOL OF LAW, UNIVERSITY OF THE PACIFIC
Sacramento, CA **Degree Awarded:** Juris Doctor, 1988

SOUTHERN UTAH UNIVERSITY (then Southern Utah State College)
Cedar City, UT **Degree Awarded**: B.A. in Accounting, May 1976

EMPLOYMENT

Jan. 2024 - Present **WILLIAM H. LEIGH, P.C.** Cedar City, Utah
President and Attorney
- Focus on criminal law
- Kanab City Public Defender (2024 to present)
- Kane County Public Defender (2024)

July 1994 – Dec. 2023 **WILLARD R. BISHOP, P.C. / BISHOP & LEIGH, P.C.** Cedar City, Utah
Partner and Practicing Attorney for 31 years
General Law Practice, serving as partner and attorney, with specialization in criminal defense, domestic law, and probate law.
Kane County, Utah Public Defender for all Courts from 2009
Kanab City Public Defender
Iron County, Utah Public Defender for all Courts for 12 years

Oct. 1988 -- July 1994 **MITTON AND BURNINGHAM LAW FIRM** Salt Lake City, Utah
Associate Practicing Attorney for 5 years 9 months.
Served as Associate Attorney concentrating in comprehensive estate planning and asset protection. Researched, interpreted, and compiled state and federal law in such areas as partnerships, corporations, real estate, and taxation.

Aug. 1988 – Oct. 1988 **HILLYARD, ANDERSON AND OLSEN LAW FIRM** Logan, Utah
Post Graduate Legal Apprentice
Successfully completed the post-graduate apprenticeship program of the Utah State Bar Association. This three-month structured training was designed to specifically expose the participants to a wide variety of legal experiences.

Aug. 1987 -- June 1988 **UNITED STATES ARMY CORPS OF ENGINEERS**
Real Estate Division Sacramento, California
Paralegal Specialist
Served as a Paralegal Specialist performing legal research and legal writing relating to options, title evidence, deeds, and agreements.

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UNITED STATES ATTORNEY - CIVIL DIVISION Sacramento, California
July 1986 -- Aug. 1987 Student Clerkship
Served in a Student Clerkship position drafting various documents necessary to enforce Internal Revenue Service Summonses and Orders. Researched and prepared memoranda and motions.

CERTIFICATION Registered Certified Public Accountant, State of Utah, 1982

Hank Leigh

Cedar City, Utah 84721
801-885-4212
hankleigh@gmail.com

Relevant Qualifications

Exceptionally talented litigation paralegal with extensive expertise developed over a decade of employment in diverse paralegal positions. I have acquired exceptional command of legal concepts, verbal and written communication skills, and am fluent in legal terminology and procedures. I have extensive experience in original legal writing of motions and memorandums, one of which was argued and submitted to the Utah Supreme Court and was successful. I began researching case law and statutes from the Pacific Reporter printed collections and then, as technology took over the study of law, I became proficient with Westlaw Next, LexisNexis, Utah's free FastCase, and Casetext. I have profuse experience with PACER and CM/ECF in the federal system, Colorado's ICCES e-filing, Denver e-filing, and three different e-filing systems in the State of Utah. My research and writing abilities have been advanced as a paralegal under the direction of twelve seasoned lawyers, as a teaching assistant at Southern Utah University critiquing papers, teaching class, composing exams, through research papers, and two peer-reviewed internationally published papers. With my higher education experience at Southern Utah University and Utah State University I have been afforded a balance of both public and private sector experience.

In addition to dexterous skills in Microsoft Office, Corel Office, LibreOffice, and more, including Acrobat Pro, MyCase, Syncplicity, and Dropbox, I have advanced computer aptitude and am adept in modern web technologies. I've also maintained purchasing and support of all office equipment and software.

While I do not possess a Paralegal Certificate, *de jure*, I did graduate from Southern Utah University with a minor in Legal Studies, concentrating on paralegal studies. I also received extensive personalized training and oversight from three particularly experienced attorneys as I studied and practiced becoming a paralegal at my first law firm. I have written more than 40 original memorandums in criminal court and more than 25 original memorandums in civil court. I have done individual legal research countless times preparing legal memoranda. I have prepared for, and sat with counsel, no less than nine trials: five criminal (four jury), one personal injury (jury), and three family law. I am well qualified and wholly experienced as a paralegal professional and, certificate or not, I am a *de facto* paralegal.

Work Experience

Contract Paralegal, H. Leigh Paralegal Services, Cedar City, UT April 2018 – Present

- Specialize in criminal, family, personal injury, and business litigations with trial experience
- Contract with several attorneys throughout Utah to provide paralegal research and writing
- Draft civil and criminal motions and memorandums in District, Justice, and Juvenile Courts
- Drafted an appellate brief to the Utah Supreme Court and from Justice Court to District Court
- Review discovery, draft a discovery opinion, and prepare trial packet

Paralegal, MILLER & STEIERT, P.C., Littleton, CO April 2022 – April 2025

- Specialize in family, criminal, and plaintiff and defendant litigations
- Draft family law initiation documents, MOU's, 16.2 disclosures, and financial disclosures
- Motions and memoranda of suppression and dismissal in criminal cases
- Draft Plaintiff and Defendant motions to dismiss and for summary judgment in civil litigation
- Organize and maintain documents/discovery in paper and electronic filing system
- Investigate facts and laws of cases and search public records and other resources to prepare cases and determine causes of action and defenses
- Gather and analyze statutes, decisions, and legal articles, codes, documents, and other relevant data

Paralegal, Huntsman Lofgran Walton Easter PLLC, Midvale, UT July 2018 – April 2020

- Primary focus on personal injury and family law
- Review and evaluate insurance policy coverages, certificates of insurance, and medical records
- Draft HIPAA and HITECH releases for medical records, then categorize and sort relevant entries
- Took a personal injury case from initiation all the way to trial
- Prepare for and assisted a family law case trial (modification)
- Manage document production and disclosures, prepare hearing/motion binders and subpoenas

Paralegal, Pia Anderson Moss Hoyt, Salt Lake City, UT May 2017 – June 2018
- Primary focus on real estate, IP, appeals, commercial and business litigation and transactional law
- Conduct factual investigation utilizing county and local e-discovery programs and websites
- Maintain attorneys' calendars, scheduling deadlines, court hearings, mediation, and depositions
- Draft confidentiality agreements, articles of organization and incorporation, bylaws, and real estate purchase contracts (REPC), partnership agreements, etc.
- Utilize Bill4Time, MyCase, and QuickBooks

Paralegal, Prince, Yeates, & Geldzahler, Salt Lake City, UT May 2015 – April 2017
- Primary focus on criminal and business law
- Review discovery for statute/case law compliance and drafted several motions to suppress evidence and motions in limine, *inter alia*
- Prep file/attorney for hearings/trial, review memoranda and reply and prepare relevant case law
- Research/writing of probate law, real estate law, and litigation of the same
- Draft opinion letters on real estate loans and prepare real estate purchase contracts

Paralegal, Bishop & Leigh, Cedar City, UT February 2009 – May 2015
- Primary focus on criminal, family, and probate law
- Extensive original legal writing of motions and memoranda
- Trial preparation, create exhibits, prepare examinations and cross-examinations
- Educated on legal research using Pacific Reporter books, Westlaw, WestlawNext, and Lexis Nexis
- Thorough understanding of criminal and civil Rules of Procedure, Rules of Evidence, and statutes

Teaching Assistant/Adjunct Professor, Southern Utah University, Cedar City, UT 2012 – 2014
- Department of Political Science and Criminal Justice
- Taught comparative criminal justice systems, comparative public policy courses, & Islamic law
- Increase knowledge of administrative requirements and procedures in higher education and public administration

Assistant Salesman, Stock Building Supply, Cedar City, UT 2005 – 2009
- Provide customer-centric sales and support for more than twenty contractors
- Purchase yard stock and special orders from building material suppliers and lumber companies
- Supervise three contractor desk employees

Education

SOUTHERN UTAH UNIVERSITY, Cedar City, UT May 2012
Bachelor of Science in Political Science with an International Relations Emphasis
Minor in Legal Studies with a Paralegal Studies Emphasis
Student Body Chief-Justice Judge and chaired traffic court appeals court
Published a peer-reviewed paper in an international journal of conflict resolution and transnational crime
Published senior thesis in peer-reviewed journal
Certificate of International Relations
Certificate of Public Administration
GPA Overall {4.0 Scale}: 3.84
Summa cum laude

References

Eric James	Attorney	MILLER & STEIERT, P.C.
970-290-5405	ericj@m-s-lawyers.com	
Greg S. Law, JD	Attorney and Owner	Greg Law Legal
801-531-8200	glaw@greglawlegal.com	
Terrie A. Bechdel, Ph.D.	Director of CrJ & Legal Studies	Arapahoe Community College
360-688-6193	terrieabechdel@gmail.com	

JOHN WILLIAM ADAMS III, ESQ.
Utah State Bar #19429

1840 Heather Circle, Ammon, Idaho 83406
(702) 908-9839 | jadamsiii@icloud.com
U.S. Citizen | Military Veteran (USAF - Honorable Discharge)

PROFESSIONAL SUMMARY

Licensed Utah attorney with recent criminal prosecution experience in Salt Lake City and Tribal Court. Demonstrated courtroom advocacy in arraignments, motion hearings, and trials. Strong legal research, writing, and case management skills. Committed to indigent defense through volunteer work with incarcerated populations. National Mock Trial competitor with Litigation Specialization Certificate. U.S. Air Force veteran.

CORE COMPETENCIES

Criminal Law & Procedure | Trial Advocacy | Motion Practice | Legal Research & Writing
Plea Negotiations | Case Management | Client Counseling | Discovery & Evidence Analysis | Courtroom Litigation | Constitutional Rights | Indigent Defense | Cultural Competency

EDUCATION

GOLDEN GATE UNIVERSITY SCHOOL OF LAW, San Francisco, California
Juris Doctorate (J.D.), May 2019
• Dean's List | Merit Scholarship Recipient
• Litigation Specialization Certificate | National Mock Trial Team (2018-2019)
• Relevant Coursework: Criminal Law, Criminal Procedure, Evidence, Trial Advocacy

LEGAL EXPERIENCE

SALT LAKE CITY PROSECUTOR'S OFFICE, Salt Lake City, Utah
Prosecutor | January 2025 - March 2025 | 40 hours/week

Prosecuted misdemeanor and felony cases in Utah's Third District Justice Courts. Handled all phases of criminal prosecution, including arraignments, pretrial conferences, motion hearings, and trials.

• Drafted and filed criminal complaints for DUI, domestic violence, assault, theft, drug possession, and other offenses under the Utah criminal code

• Appeared in court representing the State of Utah before district and justice court judges in arraignments, pretrial conferences, motion hearings, and bench/jury trials

• Conducted legal research on Utah criminal statutes, constitutional issues, and sentencing guidelines. Prepared legal memoranda on evidentiary and procedural matters

• Reviewed police reports, witness statements, body camera footage, and evidence to determine charges and evaluate case strength

• Negotiated plea agreements with defense counsel. Prepared and argued pretrial motions including motions in limine, motions to suppress, and responses to motions to dismiss

• Managed caseload of 50+ active criminal matters while meeting all filing deadlines and court appearances

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SHOSHONE-BANNOCK TRIBES, Fort Hall, Idaho
Assistant Prosecutor - Tribal Court | June 2024 - October 2024 | 40 hours/week

Prosecuted criminal cases in Tribal Court including Drug Court, DUI Court, Juvenile Court, and Adult Criminal Court proceedings.

• Drafted criminal complaints and appeared in court for arraignments, pretrial conferences, and motion hearings

• Participated in specialized Drug Court and DUI Court programs as prosecutor, monitoring compliance and recommending appropriate sanctions or incentives

• Represented prosecution in Juvenile Court delinquency proceedings balancing public safety with rehabilitation

• Conducted legal research on tribal criminal law, federal Indian law, and jurisdictional issues

• Negotiated plea agreements and prepared pretrial motions including motions to suppress evidence

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CURTIS LEGAL GROUP, APLC, Modesto, California
Law Clerk - Personal Injury Litigation | November 2019 - August 2020 | 35-40 hours/week

Provided legal support to personal injury practice representing plaintiffs in motor vehicle accidents and tort matters.

• Conducted client intake interviews and communicated with insurance adjusters regarding settlements

• Drafted discovery requests and responses. Reviewed medical records, police reports, and evidence

• Conducted legal research and drafted pleadings, motions, and briefs. Assisted with mediation preparation

• Coordinated with medical providers and expert witnesses. Maintained case files and litigation calendars

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TENAX LAW GROUP, P.C., Point Richmond, California
Law Clerk - Civil Litigation | August 2018 - September 2019 | 30-35 hours/week

Supported diverse civil litigation practice including personal injury, employment, family law, and property disputes.

• Conducted legal research using Westlaw and LexisNexis across multiple practice areas

• Drafted pleadings, motions, and briefs for state and federal courts, including motions for summary judgment

• Prepared legal memoranda and conducted client intakes. Attended court hearings and depositions

PRISONER LEGAL SERVICES, San Francisco County Jail, San Francisco, California
Law Student Volunteer | February 2018 - May 2018 | 10-15 hours/week

Provided pro bono legal assistance to incarcerated individuals, demonstrating commitment to indigent defense.

• Conducted intake interviews with jail inmates and assisted with law library access

• Provided legal research assistance on criminal law issues, including Fourth Amendment, Fifth Amendment, sentencing, and post-conviction relief

• Helped inmates prepare pro se documents. Worked with diverse populations, including those with mental health and substance abuse challenges

ADDITIONAL EXPERIENCE

ETECH ONE, LLC, Idaho Falls, Idaho
Member/Owner - Cellular Repair & Retail | March 2021 - May 2023
Founded a retail business. Achieved "Best of Greater Idaho Falls" Gold Medal (2021, 2022).

MONTICELLO MONTESSORI PUBLIC CHARTER SCHOOL, Ammon, Idaho
Elementary School Teacher | October 2020 - August 2021 | 40 hours/week
Developed curriculum, managed classroom, and communicated with parents. Strengthened public speaking, communication, and conflict resolution skills.

VETERANS 1ST CENTER, Las Positas College, Livermore, California
Student Services Coordinator | January 2016 - December 2019 | 20 hours/week
Mentored student veterans and advocated with state legislators for improved transitional services.

TRAEGER PELLET GRILLS, LLC, Salt Lake City, Utah
Brand Ambassador / Store Manager | January 2013 - February 2015 | 40-50 hours/week
Managed retail operations and supervised 10-15 sales staff.

AMERICAN EXTERIORS, LLC, Littleton, Colorado
Direct Sales Manager | May 2010 - October 2012 | 50-60 hours/week
Top-10 company sales ranking. Created training programs and managed sales team.

MILITARY SERVICE

UNITED STATES AIR FORCE | Honorable Discharge
Served with dedication, demonstrating ability to work under pressure and commitment to mission.

COMMUNITY SERVICE

- Hurricane Katrina Disaster Relief Volunteer
- Veterans Advocacy and Transition Support Programs
- Prisoner Legal Services Pro Bono Work (San Francisco County Jail)

PROFESSIONAL SKILLS & QUALIFICATIONS

Legal Skills: Criminal law and procedure, trial advocacy, motion practice, legal research and writing, discovery procedures, plea negotiations, client counseling, case management, evidence analysis, courtroom advocacy

Technical: Westlaw, LexisNexis, Microsoft Office Suite, legal case management software, electronic filing systems

Communication: Oral advocacy, public speaking, client interviewing, legal writing, witness examination, conflict resolution

Bar Admission: Utah State Bar #19429 (October 2019, Good Standing)

Availability: Immediate. Willing to relocate within Utah.

References: Available upon request

GREATER ZION LAW

83 S 2600 W, Hurricane, UT 84737
(435) 635-0651
travis@greaterzionlaw.com
www.greaterzionlaw.com

November 7, 2025

Kanab City Council
Attn: City Attorney / City Manager
26 N 100 E
Kanab, UT 84741

Re: Proposal for Public Defender Services

Dear Members of the Kanab City Council,

Greater Zion Law is honored to submit this proposal to provide public defender services for Kanab City. Our firm, based in Hurricane, Utah, is committed to delivering professional, ethical, and client-focused criminal defense to individuals who cannot afford private counsel.

Attorney Travis R. Christiansen, lead counsel at Greater Zion Law, has represented hundreds of clients in criminal matters throughout Southern Utah and Northern Arizona, including serious felony cases and numerous jury trials. He notably served as lead counsel in the Mulder murder jury trial, one of Washington County's most complex and high-profile cases. This experience underscores his ability to manage high-stakes litigation with diligence, skill, and respect for both the process and the people involved.

Our firm is structured for efficiency and reliability. Using Practice Panther for case management and CogentCRM for automated client reminders and scheduling, we ensure consistent communication and compliance. Attorney John Adams joins the defense team to assist with case management, hearings, and client communication, supported by our dedicated paralegal staff. To serve Kanab City clients effectively, we will maintain a dedicated email address (defense@greaterzionlaw.com) exclusively for public-defender communications.

Greater Zion Law proposes a flat monthly fee of $3,000, which covers all representation in Kanab Justice Court, ensuring cost predictability while maintaining high-quality service. We also stand ready to assist with conflict appointments when needed to guarantee every defendant receives constitutionally sound representation.

We value the opportunity to partner with Kanab City in upholding justice and fairness for all citizens. Please feel free to contact me directly at (435) 635-0651 or travis@greaterzionlaw.com if you have any questions or would like to discuss this proposal further.

Thank you for your consideration. We look forward to serving Kanab City and its residents.

Sincerely,
/s/
_____
Travis R. Christiansen
Attorney at Law
Greater Zion Law

GREATER ZION LAW

Proposal for Public Defender Services

Submitted to: Kanab City

Prepared by:
Travis R. Christiansen, Attorney at Law
Greater Zion Law
83 S 2600 W
Hurricane, UT 84737
(435) 635-0651
info@greaterzionlaw.com
www.greaterzionlaw.com

3. Information and Experience Related to Criminal Defense Services

Greater Zion Law, led by Attorney Travis R. Christiansen, has extensive experience defending criminal cases throughout Southern Utah—including Washington, Iron, and Kane Counties. Mr. Christiansen has handled hundreds of felony and misdemeanor cases, including DUI, domestic-violence, theft, assault, drug-possession, and probation-violation matters.

He is best known for serving as lead counsel in the Mulder murder jury trial, a high-profile Washington County case that demonstrated his ability to manage complex evidence, expert witnesses, and high-stakes litigation under public scrutiny. This experience reflects both trial skill and the discipline required for consistent, professional representation of indigent clients.

Attorney John Adams assists with case preparation, motion practice, and client communication, contributing additional experience in criminal, family, and appellate law. Together, they ensure every defendant receives attentive, high-quality representation.

4. Proposal for Compensation

Greater Zion Law proposes a flat monthly fee of $3,000 to provide complete indigent-defense services for Kanab City. This fee covers all attorney time for arraignments, pretrials, negotiations, motions, trials, and sentencing.

Alternate options (available at the City's discretion):
- Per-Case: $500 per case
- Conflict-Only: $250 per case if another attorney is primary defender

Investigator and expert costs will be billed separately upon prior City approval (see Section 10).

5. Workload Management Plan

Lead Counsel: Travis R. Christiansen
Associate Counsel: John Adams
Support Staff: Certified paralegal and legal assistant through Boyack Christiansen Legal Solutions

The firm uses Practice Panther for case management, calendaring, and document control. This ensures deadlines, discovery, and client notes are accessible and organized.

CogentCRM is used to automate client reminders, appointment confirmations, and hearing notices—reducing missed appearances and improving communication with indigent defendants.

A dedicated email address (defense@greaterzionlaw.com) will be established exclusively for public-defender clients to streamline intake and correspondence.

Should scheduling conflicts occur, coverage will be arranged through affiliated Southern Utah criminal-defense attorneys to ensure continuous and compliant representation.

6. Quality-Assurance Plan

• Initial Client Contact: Within 2 business days of appointment, if contact information is available to defender
• Ongoing Updates: After each court appearance or major development.
• Investigator & Expert Protocols: Written requests only when material to case outcome.
• Periodic Reviews: Quarterly case audits by Travis Christiansen to evaluate case flow and client satisfaction.

7. Conflict-of-Interest Plan

Greater Zion Law maintains a digital conflict-screening database within Practice Panther. Potential conflicts are identified before or shortly after assignment. If a conflict is detected after acceptance, the firm promptly withdraws and refers the case to approved conflict counsel, with full disclosure to the City and court.

8. Transition Plan

In the event of a change in appointed counsel, Greater Zion Law will coordinate with the current public defender to receive all files and discovery within five business days. Clients will be personally contacted by Travis Christiansen or John Adams to maintain trust and continuity throughout the transition.

9. References

1. Russ Pietryga, Esq. – Pietryga Law Office, St. George, UT | (801) 505-1586
2. Jerry Jaeger, Esq. – Washington County Attorney, St. George, UT | (435) 301-7100
3. Matt Miller, Esq. – St. George City Prosecuting Attorney, St. George, UT | (435) 627-4600

10. Investigators and Experts

Requests for investigators or experts will be submitted to Kanab City for pre-approval with a written scope and cost estimate. All interpreters will be secured through the Utah State Courts' certified interpreter program to ensure compliance and quality. Counsel has used many investigators over the years and would make any selections based upon the known areas of expertise of any investigators utilized.

11. Conflict-Checking Procedures

Each new appointment is checked in the Practice Panther database for potential conflicts. If one arises, the firm immediately notifies the court and City and withdraws in accordance with Rule 1.7 of the Utah Rules of Professional Conduct, referring the matter to qualified conflict counsel.

12. Conflict-Case Availability

Greater Zion Law is available to serve as conflict counsel if Kanab City contracts with another primary public defender.

Proposed compensation:
Class B/C Misdemeanors – $250 per case
Class A Misdemeanors – $400 per case

This ensures Kanab City maintains qualified backup representation for all indigent-defense needs.

Respectfully submitted,
/s/
_____
Travis R. Christiansen
Attorney at Law
Greater Zion Law
83 S 2600 W
Hurricane, UT 84737

TRAVIS CHRISTIANSEN

746 W 1500 S Hurricane UT 84770 • (435) 229-3213 • travis@saintgeorgelaw.com

SENIOR ATTORNEY

Experienced attorney who offers unique exposure to both private practice and public prosecution

Accomplished senior attorney with diverse legal knowledge and litigation experience in criminal prosecution and defense, family law, and corporate matters. Adept at drafting motions, overseeing discovery, taking and defending depositions, and preparing for trial. Actively researches rapidly changing case law to advise clients and prepare the best litigation strategy. Capitalizes on advanced communication skills in working with clients to explain complex legal issues and concepts, gain client trust, and guide legal proceedings to the client's benefit. Proven management experience includes internal operations and associate management. Takes initiative in creating processes and standardizing workflow to drive efficiency enterprise-wide.

AREAS OF EXPERTISE

Litigation Strategies • Jury & Bench Trials • Family Law • Criminal Law • Corporate Law
Legal Audit • Contracts • Mediation • Cross Examination • Legal Research • Collections
Financial Planning • Motions & Legal Memoranda • Staff Management • Business Operations • Budgeting • Negotiation

REPRESENTATIVE CASES

- Assisted in negotiating and drafting contracts concerning a multi-million dollar commercial land transaction
- Numerous family, custody and child welfare cases.
- Oversaw land use and permitting of a calcium sulfate mining claim in Utah on BLM land. Dealt with NEPA as well as state and local regulations.
- Assisted in drafting mining framework agreement and related documentation between a mid-tier precious metal company and the host government of an Eastern European country;
- Performed legal audit/diagnosis of a multi-national corporation and a financial services firm.
- Extensive trial experience, including 1st chair for Murder, Rape, Kidnapping, Drug Possession and Aggravated Assault.

PROFESSIONAL EXPERIENCE

ATTORNEY

Greater Zion Law/Boyack Christiansen Legal Solutions • 2011-present

Founding partner and lead trial attorney with expertise in criminal, divorce, child custody, child welfare, complex estate settlement, and a range of business issues. Conducted legal audits, drafted motions, and prepared clients for trial and/or mediation. Hired and supervised paralegals and associate attorneys.

Key Achievements:

- Successfully negotiated Aggravated Burglary and Aggravated Kidnapping to one count of Burglary.
- Resolved numerous other criminal cases favorably for clients.
- Successfully permitted a calcium sulfate mine in Southern Utah.
- Significantly improved operational efficiency by introducing HotDocs for document automation of many routine pleadings
- Accepted into a large case with 6 plaintiffs and 10 defendants that had been ongoing for two years, working out a favorable resolution for client in less than one year.
- Assumed entire caseload of a partner who took extended leave.

ATTORNEY / FOUNDER

Travis R. Christiansen & Associates • 2000-2011

Lead attorney, overseeing the work of associate attorneys and support staff while managing all aspects of daily firm operations. Awarded public defender contract and managed a heavy caseload for five years. Handled cases in the following areas: criminal defense, divorce, custody, contracts, child welfare, probate, personal injury, collections, shareholder derivative actions, and government relations. The firm also handled estate planning, business formation, and transactions.

TRAVIS CHRISTIANSEN • (435) 229-3213 • trc51@hotmail.com

Key Achievements:

- Handled nearly 600 cases annually for the Public Defender's office in partnership with one associate and two legal assistants.
- Secured the first not guilty verdict in a felony jury trial in more than 10 years in Washington County Utah's Fifth District Court.
- Recognized by Judge Rand Beacham, together with partner Alan Boyack, for trying one of the best cases he had seen in a murder trial.
- Tried more than 25 cases to jury verdict including murder, kidnapping, rape and drug possession. Achieved several not guilty verdicts

EDUCATION & PROFESSIONAL ACTIVITIES

EDUCATION

- JURIS DOCTOR (JD) • J. Reuben Clark Law Clark, Brigham Young University • 1999
- BACHELOR OF SCIENCE IN ECONOMICS • Centre College • 1996

ADMISSIONS & LICENSES

- Utah State and Federal courts

PROFESSIONAL ASSOCIATIONS

- Southern Utah Bar Association member(1999-Present), Board of Directors (2005-2010, 2018- present), President (2010, 2020)
- Utah Association of Criminal Defense Lawyers (2006-Present), Board of Directors (2009-2010)

COMMUNITY INVOLVEMENT

- Current Volunteer at Southern Utah Community Legal Center and Board Member in 2011
- Washington County School District, Elected Board Member 2006-2010
- Dixie Technology College Board Member 2006-2010
- Assistant Scoutmaster, Scoutmaster and Chartered Organization Representative – Boy Scouts of America
- UHSAA Football and Wrestling Official 1999 – 2006

ADDITIONAL INFORMATION

- Presentations: Southern Utah Bar Association, "Criminal Law Basics" UACDL New Lawyer Seminar, "Technology and the Law" and "Office Security, Securing Property and Attorney Work Product"
- Utah State Bar Distinguished Service Award 2008
- AVVO.com 10.0 Rating
- Martindale Hubble Client Award of Distinction 2014 and 2015 and AV Rated
- Lead Counsel Rated – 2014, 2015 and 2016.
- Member Distinguished Counsel 2015 and National Academy of Family Law Attorneys Top 10 2014 and 2015.
- Past Recipient Utah Business Magazine Legal Elite

KANAB CITY

REQUEST FOR PROPOSAL (RFP)

FOR PUBLIC DEFENDER SERVICES (PDS)

PROPOSAL FROM
STOWELL CRAYK

REQUEST FOR PROPOSAL (RFP)

PUBLIC DEFENDER SERVICES (PDS)

FOR KANAB CITY

FROM STOWELL CRAYK

4252 South 700 East
Salt Lake City, Utah 84107

Introductory Letter

Kanab City (hereinafter "the City") is seeking proposals from a Utah-licensed attorney or law firm to provide public defender legal services (hereinafter "PDS") on a contract basis for the City. The law firm of Stowell Crayk ("the Firm") provides the following Proposal to render these services.

The Firm agrees to all the requirements and conditions stated in the City's Request for Services ("RFP"), including, but not limited to: attending all scheduled court appearances; providing all required legal services to indigent defendants at all scheduled hearings; fully preparing for all hearings and trials; meeting with clients at all locations necessary to accomplish representation; completing all required ongoing continuing legal education; providing the appropriate supervision of attorneys; providing contact information and being available to Defendants at all phases of representation; notifying the City regarding conflicts or inability to practice law; maintaining professional liability insurance; providing all information to the City not protected by attorney client privilege as requested; and providing all services represented in the City's RFP.

Douglas Stowell, Partner
Stowell Crayk

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PROPOSAL FOR PUBLIC DEFENDER SERVICES (PDS) FOR KANAB CITY

FROM STOWELL CRAYK

4252 South 700 East
Salt Lake City, Utah 84107

The law firm of Stowell Crayk ("the Firm") provides the following Proposal for Public Defender Services ("PDS") to Kanab City ("the City").

SCOPE OF SERVICES CONTEMPLATED TO BE PERFORMED

Pursuant to the RFP the Firm will perform services to the City on an independent contractor basis; the Firm shall be designated as the Public Defender for the City and shall be duly appointed to represent all defendants who are appointed legal counsel by the City Justice Court for the City's Class B and C misdemeanors and infractions and *de novo* appeals from the Justice Court, along with the occasional Class A misdemeanors in District Court. This proposal assumes the ongoing ability to perform a substantial amount of these services via an electronic portal such as Webex.

The Firm will provide all services contemplated by Utah Code § 78B-22-404, to wit:

(A) the ability to exercise independent judgment without fear of retaliation and is free to represent an indigent individual based on the indigent defense service provider's own independent judgment;

(B) adequate access to indigent defense resources;

(C) the ability to provide representation to accused individuals in criminal cases at the critical stages of proceedings, and at all stages to indigent individuals in juvenile delinquency and child welfare proceedings;

(D) a workload that allows for sufficient time to meet with clients, investigate cases, file appropriate documents with the courts, and otherwise provide effective assistance of counsel to each client;

(E) adequate compensation without financial disincentives;

(F) appropriate experience or training in the area for which the indigent defense service provider is representing indigent individuals;

(G) compensation for legal training and education in the areas of the law relevant to the types of cases for which the indigent defense service provider is representing indigent individuals; and

As appointed counsel for each indigent defendant, the Firm, or its attorney(s) shall appear and represent the defendant for which the Firm is appointed, at all appropriate meetings, hearings, arraignments, pretrial conferences, orders to show cause, bench and jury trails, and all other matters scheduled by the Justice Court (collectively the "Criminal Matters"). Additionally, the Firm shall appear and represent Indigent Defendants at all Criminal Matters for any case(s)

that originated in the Justice Court and for which the Firm was appointed as legal counsel and is, after a trial or plea in the Justice Court, appealed *de novo* to the Third District Court. The Firm agrees to address the occasional Class A misdemeanors in District Court, in accordance with the RFP. The Firm shall perform the services described herein in compliance with all applicable laws, rules and regulations, including without limitation, the Rules of Professional Conduct. Finally, the Firm represents it will comply with the provisions represented within the RFP.[1]

The foregoing services will not include appeals to the Utah Court of Appeals or the Utah Supreme Court, nor will the Firm's services extend to representation of any defendant with regard to state debt collection actions, expungements, or any other post-conviction proceedings, other than orders to show cause, reviews, appeals or any other proceedings expressly outlined by the parties.

DESCRIPTION OF FIRM, EXPERIENCE AND QUALIFICATIONS

The Firm and its attorney members meet and will maintain the following minimum qualifications as follows:

1. Be a member in good standing with the Utah State Bar Association;
2. Maintain a bona fide office in Salt Lake County to conduct business which shall be made known to the clients served;
3. Have experience in defending criminal law matters;
4. Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to criminal law;
5. Be familiar with the collateral consequences of a conviction, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction; and
6. Be familiar with mental health issues and be able to identify the need to obtain expert services and petition for competency reviews.

The Firm has been in business as a limited liability partnership since 2005 and has established a not-for-profit foundation to provide PDS. The founding members are Douglas Stowell and Adam Crayk. The Firm's main office is located at 4252 South 700 East, Salt Lake City, Utah. The Firm also has an office in Ogden, Utah located at 2788 Washington Blvd, Ogden Utah, 84401, and the Firm employs an immigration attorney who works remotely in Park City, Utah.

Mr. Stowell has been practicing law since 1993 with his primary emphasis focused on criminal defense, family law and personal injury. As a seasoned attorney with substantial experience being a litigator in both criminal and civil matters, Mr. Stowell brings a wealth of

[1] • Prepare and appear with clients at all pre-trial, trial, and post-conviction proceedings and hearings; • Obtain and review all formal and informal discovery; • Interview clients to evaluate evidence and assess the strength of the case; • Develop a theory of the case; • Research legal issues; • Analyze charging documents, police reports, and discovery material and evidence; • Draft, file and argue appropriate motions; • Negotiate settlements or changes of pleas; • Prepare trial briefs and conduct all phases of trial in court, including jury trials; • Recommend bond and participate in bond hearings; • Review petitions for probation revocations and participate in sentencing hearings; and • Prepare motions for a new trial; • Maintain adequate and proper records of the representation for each assigned indigent defendant; and • Keep current with the statutes, rules, and cases regarding both procedural and substantive legal issues.

knowledge and expertise to the practice. For over twenty-seven years, on a contract basis, Mr. Stowell has provided PDS to various cities and counties in the state of Utah, effectively representing clients and ensuring their rights are protected. Mr. Stowell's practice encompasses a broad range of legal issues, including extensive experience in domestic violence matters and conducting protective order proceedings. In his career, Mr. Stowell has represented hundreds of clients in all types of misdemeanor and felony cases and has conducted a substantial number of hearings, including both criminal and civil, along with conducting dozens of bench and jury trials. In addition to his litigation work, Mr. Stowell has been involved in the Utah State Bar's mentorship program for attorneys and continues to instruct new attorneys under this program. Mr. Stowell has been a member of the Utah State Bar's advisory committee for legal education. Mr. Stowell also dedicated seven years as a small claims court judge *pro tempore* in the Third Judicial District Court, Murray and Salt Lake Departments. For many years, Mr. Stowell was the public defender and advisor for one of the few Justice Court drug courts in the state of Utah.

Mr. Crayk has been practicing law since 2002 and specializes in criminal defense and immigration. In 2005, Mr. Crayk joined Mr. Stowell to provide various cities and counties in the state of Utah with PDS. Mr. Crayk is a highly skilled trial attorney and is fluent in Spanish. With this expertise, Mr. Crayk has earned the reputation as one of the top criminal defense/immigration attorneys in the state of Utah. It is a requirement that defendants with immigration issues be fully informed regarding the implications of criminal charges as they relate to their immigration status, and Mr. Crayk is an expert in this area. Mr. Crayk is regularly called upon by members of the criminal defense bar in the state of Utah to provide expert advice in this area of "crimmigration." In addition, Mr. Crayk is the retained immigration advisor to the Salt Lake Legal Defenders Association, and he has been an instructor for continuing education courses for judges throughout the state of Utah regarding the collateral immigration consequences to defendants in criminal matters.

The Firm also employs fifteen additional attorneys: twelve in its Salt Lake City office, one in Ogden and one in Park City. Eleven of these attorneys participate in PDS: Daniel Black, Joseph Johnson, Michael Thornock, Sam Knight, Jeremy Deus, Craig Stanger, Daniel Heaps, Todd Banks, Jason Jensen, Alexa Dias-Andrews and Nadya Ramirez. Each attorney exceeds the "Minimum Experience/Qualifications" as expressed in this section of the RFP. Each attorney is a member in good standing with the Utah State Bar, has extensive experience in defending criminal law matters, is well versed in the statutes, court rules, constitutional provisions and case law relevant to criminal proceedings, is familiar with possible enhancements and immigration issues as they relate to specific criminal events, and is familiar with mental health issues and is able to identify the need to obtain expert services and petition for competency reviews. Finally, seven of these associate attorneys are fluent in Spanish, which is extremely helpful in the field of PDS. *See* Attachment 1: "Attorney Resumes" for a complete review of each attorney's experience.

Identification of Designated Attorneys

It is anticipated that Doug Stowell will be the liaison attorney with the City and he will ensure coverage for the PDS contract in conjunction with his team of attorneys.

DISCLOSURE OF ANY LITIGATION, JUDGMENTS OR PROFESSIONAL CONDUCT ISSUES FOR THE FIRM

With respect to the legal services provided by the Firm and regarding both the Firm and its individual attorneys, there is presently no litigation against the Firm or its individual attorneys, nor are there complaints with the Utah State Bar against the Firm or its individual attorneys.

The Firm represents it is not in arrears to the City or the State on any debt or contract, nor is the Firm in default on any surety. The Firm's taxes or assessments are not delinquent.

CONFLICTS CHECKS WITHIN THE FIRM AND RELATIONSHIP WITH CONFLICTS COUNSEL

Regarding conflict checks, due to the nature of criminal defense, conflicts generally arise from two sources: 1) Defendant has a co-defendant, or the defendant was once a victim or vice versa. The Firm has an electronic cross reference system for defendants and victims and performs this check once a defendant has been appointed; and 2) Defendant determines he/she wants another firm to represent him/her, for any number of reasons (mental health issues, disagreement on the defense strategy, etc.). In this case, the Firm has a relationship with another law firm for conflicts. In return, this other law firm utilizes the Firm to be conflict counsel for its cities. Therefore, the City is not required to provide conflict attorneys unless the City chooses to contract with another firm for conflicts.

DESCRIPTION OF OFFICE RESOURCES

Organizational Chart of the Firm:

Supervising Attorneys

Douglas Stowell	Bar No. 6659
Adam Crayk	Bar No. 9443

Associate Attorneys Who Perform PDS

Dan Black	Bar No. 15095
Joseph Johnson	Bar No. 15175
Michael Thornock	Bar No. 16174
Samuel Knight	Bar No. 16490
Jeremy Deus	Bar No. 14895
Craig Stanger	Bar No. 11772
Danial Heaps	Bar No. 18012
Todd Banks	Bar No. 15088
Jason Jensen	Bar No. 18972
Alex Diaz-Andrews	Bar No. 18839
Nadya Ramirez	Bar No. 20130

Support Staff

Bailey Rogers-legal assistant, nine years PDS experience
Lisa Freebairn-legal assistant, twenty years PDS experience
Elena Zazueta-legal assistant, three years PDS experience
Janae Forsey, accountant

The Firm has significant office staff and resources in order to support PDS for each city in which the Firm holds the PDS contract. In addition to the attorneys able to assist defendants, the Firm's legal assistants bring a wealth of experience in all aspects of PDS. The Firm specifically employs three legal assistants to perform PDS: Bailey Rogers, Elena Zazueta and Lisa Freebairn, with a combined 32 years of PDS experience. These assistants will liaison with the court clerks regarding all electronic filings and communications. The Firm has complete electronic legal research capabilities and also has a number of paralegals assisting the attorneys with this task. These various staff members have created a streamlined process to ensure the client's and the City's needs are met in the performance of PDS.

The Firm's accountant is always available for the City to discuss any billing or documentation issues. Through many years of providing PDS for numerous cities, specific office procedures have been established allowing the City to save time and expense in its interactions with the Firm.

Capabilities of the Firm to Meet the City's Needs

Mr. Stowell and Mr. Crayk oversee the operations of PDS contracts with all the cities for which the Firm provides PDS. Bailey Rogers, Elena Zazueta and Lisa Freebairn are legal assistants exclusively assigned to receive all calls from clients and forward them to the appropriate attorney; they further assist in filing discovery requests, assembling electronic files for attorneys in preparation for hearings and trials, and in filing pleadings. Several paralegals at the Firm assist in drafting suppression motions, continuance requests and other common pleadings to the court. These staff members collectively have created a streamlined process to ensure the client's and the City's needs are met in the performance of PDS.

The Firm has a highly detailed scheduling system which assigns the attorneys to each City with which the Firm provides PDS. As such, the Firm represents it will be available at all times for Defendants and is available to schedule public defender days in accordance with the schedules of the Justice and District Courts.

AVAILABILITY OF ATTORNEYS TO MEET WITH CLIENTS ELECTRONICALLY OR OTHERWISE

The Firm can meet with clients electronically. The Firm utilizes Google Chat as its internal communication system in order to have a constant dialogue between the attorneys, the assistants, the paralegals and the back office. This approach has provided the attorneys and office staff the opportunity to receive constant reminders about each PDS client in each city.

Therefore, when a client contacts the Firm, the assistant places the information in Chat and the pre-assigned attorney promptly reaches out and communicates with the client. From that communication, an "Attorney History Note" ("AHN") is placed in the client's electronic file after the interaction with the client, so that all members of the office are able to review the AHN, the tasks to be performed and by what date the services are to be performed for the client. This AHN is critical to the effectiveness of the services performed on behalf of the client. The Firm has been providing these services for many years and has worked through all major problems in rendering PDS on behalf of clients and the cities the Firm serves. The Firm welcomes this responsibility to serve the City in this manner.

DESCRIPTION OF RELATED PDS EXPERIENCE WITH AGENCIES SIMILAR TO KANAB CITY AND STATEMENT OF NO SCHEDULING CONFLICTS WITH THE CITY

The Firm presently holds the PDS contracts with the cities of South Salt Lake, Millcreek, Holladay, Cottonwood Heights, Draper, Taylorsville, South Jordan, Midvale, Herriman, Woods Cross and Lehi. The Firm also holds the PDS conflicts contracts for the cities of West Valley, Murray, Saratoga Springs, Bountiful and Layton. Finally, the Firm is conflict defense counsel for the Salt Lake Legal Defenders Association, which constitutes representing indigent defendants with crimes ranging from Class A misdemeanors through First Degree felonies in Salt Lake County. In the past, the Firm has held the PDS contracts with the cities of West Jordan (main contract) and Price (conflicts contract).

The Firm's extensive PDS experience will be invaluable for the City since most issues and problems associated with performing PDS have already been experienced and addressed. The Firm's back office and support staff are superior in their efforts at performing PDS. In total, the Firm employs 14 attorneys and 22 support staff.

The Firm has already addressed and perfected a scheduling system wherein attorneys are scheduled for specific Courts, and with the availability of a dozen attorneys to address the various other cities for which the Firm provides PDS, the Firm does not anticipate that the Firm will have any problems performing its duties as the public defender for the City.

The Firm is not interested in bidding for the conflicts PDS contract with the City.

FEE PROPOSAL

In accordance with the RFP, in compliance with the Utah Indigent Defense Act, the Firm agrees to perform all duties required for the provision of legal services in accordance with the Act. As such, the Firm provides the following Fee Proposals.

$200 per case through to conviction, acquittal or dismissal. In addition, if a matter goes to trial, the Firm will charge an hourly rate of $85 per hour: 1) for up to 3 hours maximum for a bench trial; and 2) for up to 7 hours for a jury trial. The Firm charges post-conviction fees of $25 for reviews and $50 for orders to show cause. The fee structure is duplicated for any *de novo* appeal to district court. The Firm leaves open for discussion about whether a travel stipend should be charged.

The Firm does not submit bids on a "flat fee per month" for services rendered basis. The Firm does not believe that flat fee billing per month complies with the 6th amendment committee's recommendations in the performance of PDS.

Under the foregoing Proposals, the City will pay for actual costs to serve subpoenas or other court orders, along with the reasonable cost of investigators, lab costs, transcripts and expert witness fees, etc. (collectively the "Costs"), provided the Firm obtains advance written consent from an authorized representative of the City. All other costs and expenses shall be paid by the Firm and shall not be reimbursed by the City. The Firm is unable to provide a "set cost for investigative fees" for all cases because each case is unique. However, it has been the Firm's experience that with the level of crimes addressed in justice courts (Class B misdemeanors and lower), it is uncommon to enlist the aid of experts and investigators in the vast majority of these proceedings. For example, in a busy city such as Taylorsville (50-80 cases per month), the historic costs of an investigator, lab costs, transcripts costs, expert fees etc. have ranged between $100-500 total per month for all cases (most of these are usually associated with a particular DUI or drug case). The remaining types of crimes at this misdemeanor level rarely require the Firm to incur these additional costs.

The Firm will invoice the City for services rendered each month. The invoice shall itemize and otherwise detail each new case assigned to the Firm.

INSURANCE

The Firm maintains a professional malpractice policy in line with the City's requirements.

INDEMNIFICATION

The Firm agrees to defend, indemnify, and hold harmless the City and its elected officials, officers, employees and volunteers from any claims, lawsuits, demands, judgments or liabilities related to the professional errors or omissions that arise or are alleged to have arisen as a result, in whole or in part, from the negligence acts, errors or omissions, or failure to perform the services described hereunder by the Firm or its employees, agents, or consultants.

REFERENCES

Judge Mark Kouris, Third District Court, State of Utah. Cell Number: 801-231-1904;

Judge David Anderson, United States Immigration Court, State of Utah. Telephone Number: 801-524-3000;

Judge George Vo-Duc, Justice Court Judge, Midvale, Utah. Cell Number: 801-503-7144;

Judge Christopher Bown, Justice Court Judge, Taylorsville and Riverton, Utah. Cell Number: 801-651-3177

Tracy Cowdell, City Attorney, Taylorsville, Utah. Cell Number: 801-550-9864;

John Taylor, City Manager, Taylorsville, Utah. Telephone Number: 801-955-2009;

James Tucker Hansen, City Prosecutor, Holladay and Cottonwood Heights, Utah. Telephone Number: 801-443-2380;

Prof. Collin Mangrum, Creighton Law School Professor and author of "Benson & Mangrum on Utah Evidence." Telephone Number: 402-280-3092.

Submitted by:

Douglas Stowell,
Stowell Crayk

ATTACHMENT 1

Douglas L. Stowell

2225 South State Street, Salt Lake City, Utah 84115 (801) 944-3459 doug@lawscb.com

EDUCATION

S.J QUINNEY COLLEGE OF LAW, University of Utah, Salt Lake City, Utah • J.D. May 1993

UTAH STATE UNIVERSITY, Logan, Utah • B.S. Finance June 1980

EXPERIENCE

PARTNER, *STOWELL CRAYK PLLC* 2005 to Present
Salt Lake City, Utah
- Sixteen attorney law firm
- Personal practice concentrated in the areas of criminal law, family law, personal injury law and contract law.

INDIGENT DEFENSE COUNSEL ** to Present
Taylorsville (2005**), Cottonwood Heights (2005**), Holladay (2005**), Draper (2015**), Midvale (2016**), Lehi (2016**), South Salt Lake (2021**), South Jordan (2018**), Millcreek (2023**), Woods Cross (2024**) and Salt Lake County (2015**).
Former Indigent Defense Counsel -West Jordan City, Utah 2006-2012

CONFLICT INDIGENT DEFENSE COUNSEL Present
West Valley, Midvale, Murray, Saratoga Springs, Clearfield, Herriman, Bluffdale, Bountiful, Layton and Salt Lake County, Utah.
Former Conflicts Indigent Defense Counsel, Price City, Utah 1997-2000

OWNER, *STOWELL LAW, PLLC* 1996-2005
Salt Lake City and Price City, Utah
- Personal practice concentrated in the areas of Criminal Law, Family Law, Personal Injury Law and Credit/Debt management.

SMALL CLAIMS COURT JUDGE *PRO TEMPORE* 1999-2006
Third District, Murray City, and Salt Lake City Departments

ATTORNEY, *STIRBA & HATHAWAY, PLLC* – 1995-1996
Salt Lake City, Utah
- Practice concentrated in the areas of white-collar felony crimes, county civil tort liability, real estate defense, and civil rights violations.

ATTORNEY, *PURSER OKASAKI & EDWARDS, PLLC* 1993-1995
Salt Lake City, Utah
- Practice concentrated in the areas of insurance defense on tort liabilities and family law.

STOCK BROKER, *COVEY & COMPANY, INC.* 1980-1990
Salt Lake City, Utah
- Full Service stockbroker for Member firm of the New York Stock Exchange.

Adam L. Crayk

2225 South State Street, Salt Lake City, UT 84115 • (801) 944-3459 adam@lawscb.com

EXPERIENCE

PARTNER ATTORNEY — January 2005 to Present
Stowell Crayk PLLC

Handle personal case load and firm cases in the areas of criminal law, immigration law and commercial litigation. Legal Defender in South Salt Lake, Cottonwood Heights, Holladay, Draper, Taylorsville, Midvale, South Jordan, Lehi and Salt Lake County.

FEDERAL JUDICIAL LAW CLERK — August 2003 to January 2005
Chief Judge Dee v. Benson, United States District Court for the District of Utah

Researched and drafted opinions, orders, and bench memoranda for Judge Benson. Assisted in preparing Judge Benson for hearings, trials, and other court proceedings.

ASSOCIATE ATTORNEY — April 2002 to July 2003
Wingo Rinehart & McConkie

Researched and drafted court documents and internal memoranda covering topics such as construction law, personal injury law, employment law, family law, and corporate law. Conducted depositions, attended court hearings, and settled numerous employment discrimination cases.

LAW CLERK — October 2000 to April 2002
Union Pacific Corp. Equal Employment Opportunity Office

Responsible for the resolution of all internal employee EEO complaints. Successfully responded to numerous discrimination charges filed by employees through various state anti-discrimination offices. Assisted in training and aiding field managers to be EEO compliant.

LAW CLERK — June 2000 to August 2000
Salt Lake Legal Defender's Office

Researched and drafted court documents relating to all facets of criminal law. Served as an interpreter between counsel and Hispanic clients.

RESEARCH ASSISTANT — September 2001 to April 2002
Professor Collin Mangrum, Creighton University School of Law
I

EDUCATION

UNIVERSITY SCHOOL OF LAW — May 2002 • Omaha NE
Juris Doctor, *Magna Cum Laude*

- Lead Articles Editor Creighton Law Review, Member Creighton Law Review
- Member National Jesuit Honors Society (Alpha Sigma Nu). Chosen to represent the law school.
- Member Creighton University School of Law Advanced Trial Practice Team.
- President International Law Society.

UNIVERSITY OF UTAH, — June 1997• SLC, UT
Bachelor of Art, Spanish, 3.79 GPA

- Dean's List

SKILLS AND INTERESTS

- Bilingual in Spanish, written and oral.
- Interests: Family—wife, three daughters, and one son, bicycle riding, fly fishing and triathlons.

DANIEL BLACK

533 26th Street, Suite 204, Ogden, UT 84401
(385) 355-9256 • dan@lawscb.com

Education

University of Utah S.J. Quinney College of Law – Salt Lake City, UT
Juris Doctorate – May 2014

- 3.59 GPA – Top 30% - CALI (highest grade in class) in Legal Methods and Immigration Law
- Intern, Salt Lake Legal Defenders Association, 2013-2014
- Participant in 2014 Regional Trial Advocacy Competition in Oklahoma
- Judicial Intern, Magistrate Judge Dustin Pead, U.S. District Court of Utah, Summer 2013
- Judicial Intern, Salt Lake Immigration Court, Summer 2012
- Teaching Assistant, Legal Research and Writing Class, 2013-2014
- PR Director, Student Bar Association of the S.J. Quinney College of Law
- Leary Scholar for Spring Semester 2013

University of Utah – Salt Lake City, Utah
B.S. Finance - December 2008

- 3.70 GPA
- Intern with the U.S. District Court of Utah, Hinckley Institute of Politics - Spring 2008
- International Exchange Student, University of East Anglia, Norwich, England - Spring 2007

Work Experience

Stowell Crayk, PLLC, Ogden, UT
Regional Partner, September 2021 – present

- Immigration Law Attorney, Public Defender, Private Criminal Defense - Fluent in Spanish
- Specializes in immigration consequences of criminal activity and representation in deportation proceedings
- Handles removal defense, adjustment of status, naturalization, U-visas, T-visas, DACA, Special Immigrant Juvenile status, asylum, consular processing, and other immigration cases.
- Advises employers on immigration matters and other immigration and employment-based matters.

Stowell, Crayk & Bown, PLLC, Salt Lake City, UT
Associate Attorney, October 2014 – September 2021; ***Law Clerk,*** February 2014 – October 2014

- Public Defender, Immigration Law, and Criminal Defense Associate
- Over 40 bench trials and a dozen jury trials, including 5+ felony jury trials
- Specializes in immigration consequences of criminal activity and representation in deportation proceedings.

Goodall Defense Law Firm, Salt Lake City, UT
Law Clerk, October 2012 – January 2014

- Researching and drafting motions, complaints, answers, subpoenas, appeals, memoranda, etc. for criminal and civil cases, along with general clerical and office management duties.

Court Supportive Services, Park City, UT
Court Liaison, April -August 2011

- Provided support to judges, prosecutors and defense attorneys to ensure client compliance with court orders; managed client accounts. Interpreted classes for Spanish-speaking clients.

Peace Corps, Central Mexico
Volunteer, March 2009-2011

- Worked in community outreach, small business development, and eco-tourism development.

Volunteer

- Volunteer Attorney for monthly Community/Immigration Legal Clinic in SLC since 2014
- Recipient of the Utah Law Student Pro-Bono Award 2013
- Student Director of the Street Law Pro-Bono Clinic, Summer 2013
- Juvenile Justice Center- Decker Lake Facility volunteer, Salt Lake City, Fall 2005

JOSEPH M. JOHNSON

3933 Kilt Street
South Jordan, Utah 84009

joe@lawscb.com

EDUCATION

UNIVERSITY OF UTAH S.J. QUINNEY COLLEGE OF LAW, J.D., May 2014

BRIGHAM YOUNG UNIVERSITY, B.S. in Psychology August 2008

EXPERIENCE

STOWELL CRAYK, PLLC, Salt Lake City, Utah May 2012-present

Law Clerk, May 2012-October 2014; Associate Attorney, October 2014-present;

- Prepare, revise, review, copy, and file immigration forms for asylum, adjustment of status, U visas, Deferred Action for Childhood Arrivals, employment authorization, consular processing, and cancellation of removal
- As a public defender, assist indigent clients to reach resolutions with judges and prosecutors in criminal matters, as well as reviewing their cases with judges
- Draft motions and memoranda for immigration court relating to clients' qualifications for bonds, cancellation of removal, adjustment of status, asylum, and prosecutorial discretion
- Draft motions and memoranda for criminal justice courts, oftentimes relating to or reductions of criminal convictions or factual clarifications
- Communicate with clients to request additional information for cases and advise them of upcoming hearings or deadlines
- Calendar appointments for self, other attorneys in office, and other staff members

UNITED STATES POSTAL SERVICE, Salt Lake City, Utah August 2009-August 2011

Data Conversion Operator;

- Type appropriate information for mail pieces for bar code conversion and delivery

SHANTI BHAVAN CHILDREN'S PROJECT, Bangalore, India January 2009-April 2009

Volunteer Instructor;

- Teach various aspects of the curriculum to children of the "untouchable" caste in grades K-12, including mathematics, science, geography, and physical education

VISTA ADOLESCENT TREATMENT CENTER, Magna, Utah October 2008-January 2009

Staff Member;

- Mentor troubled teens, including participating in and overseeing various meetings and assisting with various assignments and activities

LICENSURES AND SKILLS

ADMITTED TO THE UTAH STATE BAR
NOTARY PUBLIC
SPEAK FLUENT SPANISH

Michael Ted Thornock

2048 North Boysenberry Drive, Saratoga Springs Utah 84045
(801) 953-4679 • michael@lawscb.com

EDUCATION:

Creighton University School of Law, Omaha, Nebraska
J.D., May 2016, Litigation Certificate, Utah Bar #16174
Honors/Activities: Order of the Barrister, June 2017; Honorable Lyle E. Strom Scholar in Trial Advocacy, April 2016; American Board of Trial Advocates-Nebraska Chapter-Trial Advocate Award, October 2015; Advanced Trial Team, Fall/Spring 2015-2016 (Competing in TYLA and Voir Dire); Arbitration Team, Fall 2015; Scientific Evidence Class, Fall 2015; *Creighton International and Comparative Law Journal,* 2015*;* 2x Outstanding Oralist; Moot Court Board Member; Fall 2015

Brigham Young University, Provo, Utah
B.A., Political Science; B.A., Spanish, May 2013
Activities: Service Committee Co-chair, Fall 2010-Spring 2011 (organized weekly and monthly service projects involving over 120 people)

WORK EXPERIENCE:

Stowell Crayk PLLC, Salt Lake City, Utah, Fall 2016 to Present
Associate Attorney: Conduct legal work, cases, and bench and jury trials in the areas of criminal law, family law, immigration, personal injury, and general civil litigation. Public Defender for the cities of Lehi, Midvale, Cottonwood Heights, Holladay, Taylorsville, and Draper. Conflict Counsel Public Defender for Salt Lake Legal Defender Association. Conducted 4-day Homicide Jury Trial. Court Rostered Mediator-Utah.

Milton Abrahams Legal Clinic, Omaha, Nebraska, Fall 2015
Senior-Certified Student Attorney: Worked as a student attorney at Creighton's Legal Clinic. Work includes family law, landlord/tenant issues, wills, courtroom experience, and working with clients.

Wasatch County Attorney's Office, Heber City, Utah, Summer 2015
Senior-Certified Law Clerk: Conducted pretrial conferences, waiver hearings, and preliminary hearings in criminal law matters. Participated as co-counsel in jury trials, bench trials, and questioning of witnesses. Conducted legal research and writing on a wide variety of criminal law issues.

Department of Homeland Security-Immigration and Customs Enforcement, Office of the Principal Legal Advisor, Omaha, Nebraska, May 2014-May 2015
Law Clerk: Conducted legal research and drafted motions and briefs in immigration matters. Created argument outlines for attorneys, including questioning for witnesses. Observed and worked with staff attorneys and deputy chief counsel, including time in the courtroom, staff meetings, writing, and research projects.

Ingram Medical, Draper, Utah, April 2012-August 2013
Sales Associate and Supervisor: Supervised approximately 15-30 salesmen at a time. Received the Ollin Award, given to the top salesman of the year.

Utah Attorney General's Office, Salt Lake City, Utah, January 2012-April 2012
Intern: Helped track significant bills pending in the Legislature, including lobbying, doing research, and writing memoranda. Observed the legislative session and made daily reports to the Attorney General.

The Church of Jesus Christ of Latter-Day Saints, Guadalajara, Mexico, Aug. 2007-Aug. 2009
Full-time Missionary: Worked to better the community through service and teaching. Learned Spanish. Developed cultural competency, social, and leadership skills.

SKILLS/INTERESTS: Fluent in Spanish; Questioning of Experts/Scientific Evidence; Mediation; basketball, tennis, and piano.

Michael Ted Thornock

(801) 953-4679 • michael@lawscb.com

REFERENCES:

Doug Stowell-Boss, Partner of Stowell Crayk & Bown PLLC
doug@lawscb.com
(801)-944-3459

Adam Crayk-Boss, Partner of Stowell Crayk & Bown PLLC
adam@lawscb.com
(801)-944-3459

Christopher Bown-Judge, Taylorsville Justice Court
(801) 963-0268

Collin Mangrum-Professor, Creighton University School of Law
richardmangrum@creighton.edu
(402) 960-5186

Paul Stultz-Deputy Chief Counsel, Department of Homeland Security-Immigration and Customs Enforcement, Office of the Principal Legal Advisor-
Paul.R.Stultz@ice.dhs.gov
(402) 536-4800

SAMUEL KNIGHT

400 S 2000 W Syracuse, UT 84075
801-698-6783
sam@lawscb.com

Experience

Attorney, Stowell Crayk PLLC, Salt Lake City, Utah — Sept 2018 – Present
- Specialized in Criminal, Civil, Immigration

Attorney, Contracted, Davis County, Utah — April 2018 – Aug 2018
- Corporate compliance research

Candidate, County Attorney (DA), Davis County, Utah — Jan – April 2018

Law clerk, United States Senate Committee on Finance Washington, DC Aug – Dec 2016
- Majority oversight team investigations

Intern, U.S. District Court District of Utah, Salt Lake City, Utah — June - Aug 2016
- Intern for Honorable Judge Dee Benson

Law clerk, Milton R. Abrahams Legal Clinic, Omaha, Nebraska — Jan – May 2016
- Family law, Landlord-Tenant

Intern, Utah House of Representatives, Salt Lake City, Utah — Jan - March 2014

Intern, Middle East Policy Council, Washington, D.C. — Aug - Dec 2012

Education

Creighton University School of Law, JD, MS — May 2017
Advanced Trial Team
Moot Court: Semi-finalist; outstanding orator two rounds — October 2015

Study abroad: *Nuremburg to The Hague*; International criminal law;
International Moot Court participant Nuremburg, Germany. — Summer 2015

Weber State University BA Political Science, Spanish Minor — Spring 2014
Associate Justice Student Government

Bar Admissions: Utah, admitted 2017

Languages: English, Spanish

Jeremy Deus
10713 S Big Meadow Dr
South Jordan, UT 84009
(801) 641-1538 / jdeus0@yahoo.com

Education

University of Idaho College of Law, Moscow, ID
Juris Doctor, May 2013

Activities: J. Reuben Clark Law Society, Vice President (2011-12)
Clinics: University of Idaho, Low Income Taxpayer Clinic
- Representative Case: *Hessing v. Comm.*, TC Memo. 2013-179.

University of Utah, Salt Lake City, UT
Bachelor of Science in Philosophy, May 2010

Experience

Stowell Crayk PLLC(40+ hours per week) April 2021 – Current
Attorney
- Represent and advise clients in criminal matters.
- Review evidence, appear with clients at hearings, and negotiate with prosecutors.

Allan and Easton, LLC (40+ hours per week) May 2019 – April 2021
Attorney
- Represented clients in criminal and domestic cases and advised them based on the strengths and weaknesses of their case.
- Reviewed evidence and police reports to determine strength of cases and reasonableness of plea offers.
- Researched law related to cases and drafted motions for evidentiary hearings and presented evidence at those hearings.
- Responsible for marketing and increasing client base.

Salt Lake County District Attorney (40+ hours per week) April 2015 – May 2019
Prosecuting Attorney
- Reviewed investigative reports and case files with regard to possible plea negotiations.
- Appeared in appropriate courts conducting trials and hearings—including felony trials.
- Met with law enforcement and victims in preparation for hearings.
- Screened cases while on the Special Victims Team, made filing decisions, and drafted the Information.
- Reviewed search warrants submitted by law enforcement before being sent to a judge for review.

Deus Law, PLLC (40 hours per week) February 2014 – April 2015
Attorney
- Handle legal issues related to divorce, bankruptcy, criminal law, and business formation.
- Represent clients in court proceedings.
- Responsible for marketing and increasing client base.

Admissions

Utah
- Admitted to practice in both state and federal court. (USB # 14895)

Personal

Enjoy spending time with family, skiing, and participating in sports. Aspiring triathlete, and bowhunter.

CRAIG NOBLE STANGER | 1846 Sugar Creek Way, West Jordan, Utah 84088
Phone: 801.518.4622 | Email: craig@lawscb.com

EDUCATION:

Western Michigan University - Thomas M. Cooley Law School, Lansing, Michigan
Juris Doctor, May 2007
Cum Laude

University of Utah, College of Social and Behavioral Science, Salt Lake City, Utah
Bachelor of Science, Political Science, December 2003
Minor Certification, Economics, December 2003

WORK EXPERIENCE:

Stowell Crayk PLLC
Salt Lake City, Utah
Associate Attorney
August 2021 - Present: Focused criminal defense practice. Represent clients charged with criminal offenses ranging from minor misdemeanors to homicide. Advocate for clients in plea negotiations, preliminary hearings, and trials. Litigate pretrial motions and appeals. Advise clients seeking representation, attend prefiling meetings and police interviews to protect the rights of clients.

Salt Lake County District Attorney's Office
Salt Lake City, Utah
Deputy District Attorney
March 2008 - August 2021: Prosecute felony criminal cases through the Special Victims Unit – West Jordan Division. Screen and prosecute aggravated sex offenses, crimes against children, sex offender registry violations, and domestic violence. Conduct jury trials, litigate pretrial motions, and negotiate appropriate resolution of cases. Argue bail hearings in coordination with the Utah Victim Rights Act. Review and approve search warrants sought by police departments throughout Salt Lake County. Research statutes and case law to determine relevant precedents. Prepare motions and supporting memorandum. Apply experience gained through previous assignments with the Major Crimes Unit, Narcotics Prosecution Enforcement, White Collar Crimes, Screening Division, Early Case Resolution Court, and Juvenile Prosecution Unit emphasizing in gang prosecution pursuant to the Serious Youth Offender Act.

Zions Bancorporation
Salt Lake City, Utah
Corporate Contracts Analyst
August 2007 - March 2008: Increase revenue through contract research, negotiation and drafting. Maintain compliance with federal law such as the Gramm-Leach-Bliley Act. Negotiate contract and licensing agreements with various corporations and government agencies.

PRESENTATIONS:

2008- 2020:	Instructor, Salt Lake County Sheriff's Office Corrections Officer Training, Salt Lake City, Utah. Legal Focus Areas: Crimes Against the Administration of Government, Controlled Substances, Juvenile Law, and Property Crimes.
2008-2010:	Instructor, Peace Officer Standards and Training, Sandy, Utah. Legal Focus Areas: Controlled Substance Law; Juvenile Law; Family Law, Property Crimes, and Use of Force by Peace Officers.

SCHOLASTIC ACHIEVEMENTS:

- Extern, United States Attorney's Office for the District of Utah
- American Jurisprudence Book Award: Advanced Legal Writing
- American Jurisprudence Book Award: District Court Practice
- Associate Editor, Western Michigan University - Western Michigan University - Thomas M. Cooley Journal of Practical and Clinical Law
- Editor, Gaming Law Database, International Masters of Gaming Law
- Member, Western Michigan University - Thomas M. Cooley Mock Trial Board
- Competitor, Western Michigan University - Thomas M. Cooley Moot Court Competition
- Western Michigan University - Thomas M. Cooley Litigation Certificate
- Western Michigan University - Thomas M. Cooley Honors Scholarship

AFFILIATIONS:

- Member, Utah State Bar
- Bar Examiner, Utah State Bar Examiner Committee, Evidence Section

S. Todd Banks

Nevada Bar # 13793
Utah Bar # 15088

2225 S. State Street, SLC, Utah, 84115 * Phone 801-380-2231 * Todd@lawscb.com

Education

Creighton University School of Law, Omaha, NE
Juris Doctor — **Graduation 05/14**

Brigham Young University, Provo, UT
Bachelor of Arts — **Graduation 12/06**

College of Eastern Utah, Price, UT
Associates of Science — **Graduation 12/04**

Professional Experience

Stowell Crayk PLLC
Associate Attorney

Provide criminal defense in Federal and State Courts. Represent private clients in Felony and Misdemeanor cases ranging from Federal Drug Trafficking Conspiracies to Motor Vehicle crimes in Justice Court. Appear for regular public defender days in Justice Courts throughout the Salt Lake Valley. Regularly appear in the 3rd District Court in a wide variety of felony cases.

Pershing County District Attorney's Office — **6/2015-5/2022**
Deputy District Attorney

Prosecute felony and misdemeanor crimes in District, Juvenile, and Justice Court. Chief Prosecutor of the "Burning Man" event, which involves orchestrating the efforts of diverse State and Federal law enforcement agencies to build cases for successful Prosecution. Prosecuted to completion numerous felony cases including homicide, sex abuse, embezzlement and narcotics. Conducted successful negotiations for civil forfeitures seized in felony drug arrests in excess of $50,000. Handle day to day matters including screening cases, researching and authoring motions, preparing search warrants, prosecuting misdemeanor offenses.

Sixth Judicial District Court — **1/2015-5/2015**
Judicial Clerk

As directed by the District Court Judge, researched and prepared Orders for the court in civil, family, and criminal matters. Performed research and authored Orders in post-conviction petitions from inmates in the Nevada Department of Corrections.

Corbin Gordon Law, Heber City, UT — **5/2014-12/2015**
Associate Attorney (Law Clerk prior Oct. 16 2014)

Represented clients in criminal defense and civil matters. Served as the conflict public defender in the Heber City Justice Court. Prepared motions, pleadings, and other filings. Performed trial preparation for managing partner. Engaged in litigation on civil matters dealing with real property, personal property, construction contracts, and water rights issues.

Douglas County Attorney's Office, Omaha, NE — **9/2013-5/2014**
Law Clerk

Under the direction of the Chief Civil Attorney of Douglas County. I researched and authored memorandums on civil issues facing the county with an emphasis on statutory compliance. Addressed issues including inmate rights, jail policy, appointment of counsel, employee termination, FMLA, EPA compliance, taxation and county tort liability. Performed document review and argument construction for tax equalization hearings.

Daniel Heaps

7068 W. Hightower Rd., West Valley City, UT 84081 C: 435-531-9509
Email: daniel@lawscb.com

WORK EXPERIENCE

STOWELL CRAYK, PLLC

ASSOCIATE ATTORNEY, *SALT LAKE CITY, UTAH* *OCTOBER 2021-present*

- Represent indigent defendants in criminal court
- Represent clients in mediations for family law cases (divorce, custody, adoption, guardianship)
- Prepare legal documents for criminal and family law cases
- Represent clients in trials and other evidentiary hearings

MILTON R. ABRAHAMS LEGAL CLINIC-CREIGHTON UNIVERSITY

Senior-certified law student, *Omaha, Nebraska* *JANUARY 2021-present*

- Conduct client intakes
- Prepare legal documents
- Represent clients in court

WALZ LAW OFFICES

Law Clerk, *Omaha, Nebraska* *May 2019-January 2021*

- Drafting legal documents such as briefs, pleadings, letters, etc.
- Assist in intake process for new clients
- Carry out research for current cases

SALT LAKE COUNTY DA'S OFFICE – VICTIM COUNSELING UNIT

A division of the Salt Lake County DA's Office that provides professional counseling to victims.

Case Manager, *West Jordan, Utah* *September 2017—May 2018*

- Provided services in Spanish for Spanish-speaking victims
- Accompany victims to court hearings
- Help victims understand the court process
- Assess victims' needs and refer to other support services

EDUCATION

UNIVERSITY OF UTAH, Salt Lake City, Utah

Bachelor of Social Work, May 2017

Creighton University, Omaha, Nebraska

Juris Doctor Degree, May 2021

VOLUNTEER ACTIVITIES

- Served a volunteer mission for The Church of Jesus Christ of Latter-day Saints in New York City.

ACCOMPLISHMENTS

- Bilingual: English & Spanish
- University of Utah Dean's List Fall 2015, Spring 2016, Fall 2016
- Recipient of Creighton University Dean's Scholarship 2018-2019, 2019-2020, and 2020-2021 school years
- President of the J. Reuben Clark Law Society, Creighton University Law School Chapter.
- Director of Public Relations for the Creighton University Law School Moot Court Executive Board
- Member of the Creighton University School of Law Advanced Trial Team

CERTIFICATES

Passport to Practice, Summer 2020

This program—delivered by powerhouse jurists, academics, and practitioners—focuses on developing the practice-ready knowledge and skills lawyers need across people, process, and technology topics including, value delivery, leadership principles, giving and receiving feedback, teamwork foundations, communications, collaboration techniques, and the art of influence.

Jason E. Jensen

www.linkedin.com/in/jasonjensen95 • (720) 883-2533 • jason@lawscb.com

Education

Creighton University School of Law, Omaha, NE — May 2023
Accelerated Juris Doctor Program
- Emphasis in Litigation

Brigham Young University — April 2020
Bachelor of Arts in Latin American Studies, Spanish Minor
Spanish Language Certificate
- President of Student Association of Latin American Studies

Work Experience

Stowell Crayk, PLLC, Salt Lake City, UT — August 2023 – Present
Associate Attorney
- Specializing in immigration law, particularly asylum-based removal defense and Special Immigrant Juvenile Visas
- Performed public criminal defense work in justice courts throughout Salt Lake and Utah counties, including bench and jury trial experience, plea deal negotiations, and client interviewing

Kasaby Schmoke, Omaha, NE — February 2023 – July 2023
Law Clerk
- Met with clients and drafted immigration applications and affidavits for attorney review
- Accompanied senior attorneys to criminal and civil hearings across Nebraska, gaining experience on courtroom conduct, procedure, and client interactions

United States Attorney's Office, Omaha, NE — May 2022 – August 2022
Volunteer Student Intern
- Conducted legal research on civil and criminal matters, including discovery and procedural issues
- Drafted legal documents as requested by Assistant United States Attorneys (AUSA), primarily memos, motions, and briefs in support of such motions
- Analyzed discovery and evidence to properly advise AUSAs regarding particular issues in their cases

Creighton University School of Law, Omaha, NE — February 2022 – June 2022
Research Assistant – Milton R. Abrahams Legal Clinic
- Provided Spanish language services for attorneys, student attorneys, and clinic staff
- Completed intake applications for potential clients seeking legal aid
- Worked on civil proceedings under the direction of the supervising attorneys

Brigham Young University, Provo, UT — January 2021 – Present
Adjunct Faculty/Guest Lecturer
- Train students on the proper rules, procedures, writing styles, and formats necessary for participation in the 2021 Washington Model Organization of American States (MOAS) simulation, including debate and research principles
- Guest lectured remotely while attending Creighton University School of Law

Stowell, Crayk & Bown, PLLC, Salt Lake City, UT October 2020 – April 2021
Legal Assistant

- Assisted attorneys with drafting pleading and affidavits, and filed them with court
- Acquired and organized discovery pertaining to family, criminal and immigration law matters
- Provided English-Spanish translation and interpretation services as needed

Accomplishments/Hobbies

Creighton University School of Law May 2021 – Present

- Quarterfinalist – In-house Moot Court competition
- American Association for Justice 2023 Student Trial Advocacy Competition

Washington Model Organization of American States April 2019 – April 2020

- Led BYU's inaugural team in the 2019 Model OAS simulation
- Elected by peers to serve as vice president for the 2020 simulation

NADYA BARBA-RAMIREZ

nadyabarba97@gmail.com | 801-502-1343 | she/her

EDUCATION

University of Oregon — Eugene, OR
Juris Doctor, Master of Public Administration — Expected May 2025
Executive Editor, Oregon Review of International Law

University of Utah — Salt Lake City, UT
Bachelor of Arts, Political Science; Minor: Economics — May 2019
Bachelor of Arts, International Studies

PROFESSIONAL EXPERIENCE

Stowell Crayk, PLLC — Salt Lake City, UT
Attorney — May 2025 – Present

- Public defense in Salt Lake County.
- Criminal defense.
- Immigration.

Lane County Circuit Court — Eugene, OR
Clerk, The Honorable Charles M. Zennaché — August 2024 – December 2024

- Conducted research and prepared memorandums for Judge Zennaché and his staff.
- Developed a practical understanding of the trial court system.

United States District Court for the District of Utah — Salt Lake City, UT
1L Summer Intern, Judicial Internship Opportunity Program (JIOP) – Magistrate Judge Daphne A. Oberg — May – July 2023

- Researched and wrote internal memoranda for Magistrate Judge Oberg and her chambers staff.
- Conducted legal research and writing on various civil cases involving federal law, as well as the law of several different states under diversity jurisdiction.
- Observed both criminal and civil hearings, settlement conferences, and jury trials.

Pineros y Campesinos Unidos del Noroeste (PCUN) — Woodburn, OR
Research Intern — June – August 2022

- Completed a legal research brief on legislatively protected collective bargaining rights throughout the U.S.

MiCARE — South Jordan, UT
Community Affairs Coordinator — April 2020 – July 2021

- Wrote and published materials such as press releases, website content, and social media, in coordination with executive team.

Utah State Senate — Salt Lake City, UT
Communications Specialist — January – March 2020

- Wrote and prepared press releases, media advisories, newsletters, opinion pieces, and social media posts for the Utah State Senate Minority Caucus.

Internship experience that emphasized strong writing and interpersonal skills

- Salt Lake County Mayor's Office for New Americans — Salt Lake City, UT | January – April 2019
- U.S. Senator Catherine Cortez-Masto's Office — Washington, DC | August 2018 – November 2018
- Utah Lieutenant Governor's Office — Salt Lake City, UT | May – August 2018
- Utah State Senator Luz Escamilla — Salt Lake City, UT | January – March 2018

SKILLS, AWARDS, AND COMMUNITY ENGAGEMENT

- Fluent in Spanish, written and verbal; expertise in Spanish translation
- Recipient of the Ibrahim Gassama Award for Editorial Excellence (Oregon Review of International Law) — April 2024
- Recipient of the University of Oregon Sustainability Award — May 2022
- Voterise (Nonprofit Organization) Board Member — June 2021 – August 2022
- Completed the Women's Leadership Institute Political Development Series Certificate — January – March 2020
- Voto Latino Utah Chapter, President — December 2019 – December 2020

EAGLEGRACE GLOBAL LLC

Unique Entity ID: SW56UKW28L15
CAGE/NCAGE: 02E44
DUNS: 119348355
Poc Name: Sandra Ofili
Poc Email: sandra.ofili@eagle-grace.com
Poc Telephone: +1 9432065875

EagleGrace Global is a professional staffing agency specializing in providing highly qualified legal and administrative professionals to government and municipal clients. We are pleased to submit this proposal to provide Hearing Officer services for Kanab City in accordance with the RFQ specifications.

EagleGrace Global will assign qualified attorneys with the following credentials:

- **J**uris Doctor (JD) degree from accredited law schools.
- Active Utah Bar membership in good standing.
- Minimum of two (2) years of legal experience, with demonstrated knowledge of municipal, administrative, or land use law.
- Experience conducting quasi-judicial or administrative hearings.

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Resume 2

D'Andre Mathews

W Golden Creek Circle. Riverton, UT 84065 435-218-2694 Mathewsdandre@gmail.com
D’Andre Mathews
Attorney with three years of experience in assisting both the public and private sectors in fulfilling
organizational needs and requirements. My goal is to use my dynamic communication and organizational
skills to achieve legal initiatives and further the legal community.
PROFESSIONAL EXPERIENCE
Associate Legal Counsel – Adobe February 2023 – Present
• Drafted, reviewed, and negotiated complex contracts, including software as a service (SaaS) licensing agreements, master services agreements, and non-disclosure agreements.
• Provided legal advice and support to business stakeholders on various legal matters, including intellectual property, privacy, data protection, and artificial intelligence.
• Advised stakeholders on privacy and data protection matters, including GDPR, CRPA, CCPA, HIPAA, and other applicable laws and regulations
• Drafted and negotiated privacy policies, data processing agreements, and other privacy-related
agreements
Assistant Magistrate Judge – City of Page August 2023 – Present
• Presided over arraignments, bail hearings, and preliminary hearings, making decisions based on
the strength of evidence and the risk to public safety.
• Managed a high caseload efficiently, maintaining accurate records and meeting all court deadlines
and schedules.
• Reviewed warrant requests, ensuring that they met legal requirements and that probable cause was
established before authorizing the issuance of warrants.
• Applied relevant laws, including Supreme Court Rules, State statutes, City ordinances, and case
law, when presiding over and ruling on cases
Assistant City Attorney – City of Page August 2021 – April 2023
• Represented the Mayor, City Council, City administration and City staff in a variety of settings and circumstances, engaging with other governmental entities, private entities, and the public
• Advised departmental clients in areas of regulatory compliance and enforcement
• Represent the city in various civil, criminal, and administrative proceedings
• Provide legal advice, opinions, and representation for all City departments in matters involving litigation, administrative proceedings, public meetings, and other forums

• Carried a misdemeanor caseload of 30+ cases per week
Fall Law Intern – Ada County Prosecutor August 2020 – December 2020
• Prepared and argued bond for 2000+ criminal arraignments
• Conducted more than 300 pre-trial settlement conferences for both pro-se defendants a represented
• Prepared and argued more than 75 bench trials
• Trained new attorneys on arraignments, traffic court trials, and pretrial settlement conferences
Summer Law Intern – Apache County Attorney July 2020 – August 2020
• Reviewed probable cause reports to determine whether sufficient evidence exists to charge
• Handled all phases of Juvenile Justice Court caseload
• Conducted legal research and drafted briefs in preparation for contested hearings
• Worked primarily independently with general supervision, handling criminal and civil caseload
Summer Law Intern – Sanpete County Attorney May 2020 – July 2020
• Drafted motions, complaints, briefs, pleadings, and presented oral arguments at hearings and trial
• Provided written civil and criminal legal opinions for related county matters
• Interviewed and advised law enforcement officers, victims, and witnesses in preparation for trial
• Appeared in District Court on behalf of the county for criminal matters
Summer Law Clerk – Mesquite City Attorney May 2019 – August 2019
• Drafted and reviewed opinions, resolutions, ordinances, contracts, and other legal documents
• Attended arraignments, settlement conferences, motion hearings, and trials with attorneys
• Labor & Employment collective bargaining and union contract negotiations
• Advised city departments to reduce city liability exposure arising out of employment practices
Program Manager – College of Southern Idaho June 2016 – June 2018
• Oversaw grants administration required by contracts, including evaluation, grant reporting, budgets, and human resources documentation
• Managed all payroll in excess of 300k
• Increased financial planning process effectiveness by 30% through the development and implementation of a capital budget cycle that ensured the accuracy and data integrity
• Diversity, Equity, Inclusion training, and policy drafting
• Hired, trained, and supervised forty-one direct reports
EDUCATION & PROFESSIONAL CREDENTIALS
Ph.D. - Public Policy and Administration (ABD) – Boise State University – 2022
J.D. - Law – University of Idaho School of Law – 2021
M.S. - Human Resources Development – Idaho State University – 2018
B.S. - Peace, Conflict, and Diversity Studies – University of Utah – 2016
ACADEMIC & PROFESIONAL ACCOMPLISHMENTS
Student Body Vice President at Dixie State University
Student Body Vice President of Graduate College at Idaho State University
Ambassador for the University of Idaho College of Law
Vice President of J. Rueben Clark Law Society at the University of Idaho
BAR ADMISSIONS

Resume 2

Randal Reese

In-House Counsel·TAB Bank
September 2024 – Present·1 yr 2 mo
Ogden, UT
• Serve as lead in-house attorney overseeing all aspects of the Bank's litigation portfolio, including commercial collections, bankruptcy proceedings (Chapters 7, 11, and 13), loan enforcement, lien priority disputes, and third-party claims.
• Manage outside counsel across multiple jurisdictions, ensuring strategic alignment, cost-efficiency, and consistent application of legal standards in collections, repossessions, foreclosures, and judgment enforcement.
• Draft and review pleadings, settlement agreements, forbearance agreements, and demand letters; provide legal strategy on pre-litigation and post-judgment recovery actions.
• Oversee contract compliance and enforcement for secured commercial lending, transportation factoring, and SBA loan agreements; collaborate with internal departments to mitigate risk and ensure contractual obligations are met.
• Provide legal review and guidance on credit agreements, guarantees, loan modifications, and security instruments to ensure enforceability and regulatory compliance.
• Partner with compliance, risk, and operations teams to advise on legal exposure, litigation trends, and contract interpretation issues impacting strategic decision-making.
• Conduct training for internal stakeholders on litigation risk, default procedures, and best practices in contractual enforcement and negotiation.

Associate Attorney·Berry PLLC
April 2024 – September 2024·5 mo
Logan, UT
- Specialized in construction litigation representing developers, contractors, and property owners in disputes over defects, contracts, and compliance.
- Handled commercial litigation matters including contract disputes, fraud, and business torts.
- Advise clients on real estate transactions including property acquisitions, leasing, and development.

Associate Attorney·Strong & Hanni
September 2023 – April 2024·7 mo
Salt Lake City, UT

- Managed civil litigation cases from discovery through resolution, focusing on personal injury and business disputes.
- Engaged in construction litigation representing contractors and homeowners in defect claims and contract breache
-commercial litigation dealing with breach of contract, business disputes, and creditor claims.

Assistant Prosecutor·Salt Lake County District Attorneys Office
May 2022 – September 2023·1 yr 4 mo
Salt Lake City, UT
Major Crimes Unit
- Prosecuted complex felony/misdemeanor cases including violent crimes, fraud, and narcotics trafficking.
- Collaborated with law enforcement and forensic experts to build strong cases for trial.
-Bench and Jury trial experience.

Legal Fellow·U.S. SENATE
April 2021 – December 2021·8 mo
- Provided legal research and analysis on legislative issues including constitutional law, criminal justice reform, and regulatory policy.
- Assisted in drafting legal memos and legislative proposals.

Law Clerk·State of Nevada - Attorney General's Office
February 2021 – May 2021·3 mo
Las Vegas, NV
Post convictions
Habeas Appeals

Supported attorneys in civil litigation and regulatory matters involving state agencies.
- Conducted research on constitutional law, administrative law, and criminal prosecution.

Law Clerk·University of Nevada, Las Vegas
August 2020 – December 2020·4 mo
Las Vegas, NV
Athletic department compliance NCAA
- Conducted legal research and ensured compliance with NCAA rules and regulations.
- Assisted with investigations into potential violations of athletic regulations.

Compensation

EagleGrace Global proposes a flat-fee compensation structure for Hearing Officer services, in accordance with Kanab City's preference for per-appeal pricing.

Flat Fee per Appeal Case:

$850.00 per appeal

This flat fee includes all services necessary to fulfill the duties outlined in the Scope of Work and Exhibit A, including but not limited to:

- Review of all submitted appeal materials and supporting documentation
- Attendance at hearings (in person or virtually, as appropriate)
- Consultation with City Administration as requested
- Preparation and issuance of the official written decision within the required five (5) business days
- Coordination with City staff for notices, filings, and documentation

No additional fees will be charged for standard administrative tasks associated with each appeal case.

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

KANAB
UTAH

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

DATE: November 18, 2025
TO: Mayor and City Council
SUBJECT: Selection of Appeals Hearing Officer
PREPARED BY: City Manager, Kyler Ludwig

Background:

In accordance with State law and Kanab City Ordinance, the City issued a formal Request for Proposals (RFP) to identify a qualified Appeals Hearing Officer to serve as the City's Appeal Authority for a three-year term. This officer is responsible for conducting quasi-judicial hearings on administrative appeals, including variance requests, enforcement actions, and interpretations of City ordinances. The RFP was advertised via the Bonfire e-procurement platform and closed on November 10, 2025.

The City received multiple proposals from qualified candidates, including:

- Craig M. Call, Anderson Call & Wilkinson, P.C.
- Travis Christiansen, Greater Zion Law
- Bryan Pattison, Blanchard Pattison LLC
- Tracy Cowdell, Cowdell Law
- Gary Crane & Steve Garside
- EagleGrace Global LLC

Analysis:

After a thorough review of the proposals, staff recommends the selection of Craig M. Call as Kanab City's Appeals Hearing Officer. Mr. Call brings nearly 50 years of legal experience, with significant background in administrative law, land use, and municipal governance. He has served as the land use hearing officer for numerous Utah jurisdictions, including Salt Lake City, South Ogden, Pleasnat Grove, and Box Elder County. He was also the founding Utah Property Rights Ombudsman and is recognized statewide for his expertise in land use and appeal procedures. Key strengths of Mr. Call's proposal include:

- Broad experience handling complex land use and code enforcement appeals.
- Proven track record of independence and impartiality.

- Competitive flat fee structure: $500 per variance or $750 per appeal (plus limited travel reimbursement if necessary).
- Willingness to provide services virtually, enhancing scheduling flexibility and reducing costs.

While other candidates presented strong qualifications, Mr. Call's extensive specialized experience and professional demeanor position him as best suited to meet Kanab City's needs in this role.

Legal:

Financial:

Fees for appeals help offset the cost for the appeals officer.

Recommendations/Actions: It is recommended the City Council:

I move to authorize City staff to enter into a contract with Craig Call to serve as the primary Appeals Hearing Officer for Kanab City, and to engage Crane & Garside to serve as conflict Appeals Hearing Officers as needed.

RFPAH10252025 - Appeals Hearing Officer

U3P Back to list

Project Details

Project: Appeals Hearing Officer

Ref. #: RFPAH10252025

Department: CITIES - City of Kanab

Type: RFP

Status: CLOSED

Open Date: Oct 24th 2025, 3:00 PM MDT

Questions Due Date: Nov 5th 2025, 5:00 PM MST

Close Date: Nov 10th 2025, 5:00 PM MST

Days Left: Submissions are now closed

November 2025 prev next

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26 OPEN	27	28	29	30	31	1
2 OPEN	3	4	5	6	7	8
9 OPEN	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

Project Description:
REQUEST FOR QUALIFICATIONS
Appeals Hearing Officer

Kanab City, located at 26 N 100 E, Kanab, Utah, is requesting proposals for a contract Appeal Authority or Appeals Hearing Officer from a qualified law firm or qualified attorney.

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Navigation ST BE RECEIVED NO LATER THAN
AY, November 10, 2025, at 5:00 p.m.

Officer to perform the duties described in Exhibit A, attached hereto, for variance requests and administrative appeals arising out of Kanab City's General Ordinance, Land Use Ordinance, or as otherwise outlined in State Law. The Hearing Officer is appointed by the Kanab City Council for a period of three (3) years. The level of service required of the Hearing Officer shall include attendance at hearings and other meetings as requested by City Administration (in person, or virtually if appropriate), the review of appeal materials, and the issuance of written final decisions. Contract services are estimated to commence on January 1, 2026, or as soon as practicable.

Scope of Services:
The Hearing Officer shall operate under the relevant provisions of the City and State Code. Specifically, the handling variance requests and appeals of City action, enforcement, or notices of violation or civil citations related to the enforcement or interpretation of the Kanab City General Ordinance, Land Use Ordinance, or other City ordinances, which are non-criminal in nature. The scope of work for the Hearing Officer position is attached to this RFQ as Exhibit A. The scope of work also describes the preferred qualifications for the position.

MINIMUM CONTENTS OF PROPOSAL:
The proposal must include the following information:
1. Respondent and/or Firm name and contact information (Contact information should include mailing address, telephone, and email address).
2. Resumes or background descriptions of all key personnel.
3. A cover letter identifying the relevant experience relating to serving as the City Appeals Hearing Officer.
4. A proposal for compensation for services (hourly, per case, and/or flat fee). [Kanab City has a preference for flat fee structure (per appeal), but will consider other proposals, or proposals with a flat fee but including contingencies.]
5. At least three (3) references capable of speaking to the reputation and professional qualification of the Respondent.
6. Description of how the Respondent handles checking for conflicts and how the Respondent proposes to handle conflicts that may arise.
7. Identify whether the Respondent is willing to handle administrative appeals for the City on a conflict basis if the City elects to contract with another respondent as the primary Appeal Hearing Officer, and propose a compensation schedule for conflict appeals.

LENGTH OF CONTRACT:
The initial term of the contract resulting from this RFQ will be for a period of three (3) years, with the option of additional contract extensions as negotiated with the City. The City reserves the right to contract with other qualified professional firms or individuals for similar services during the period of the contract.

SELECTION PROCESS AND SCHEDULE:
Proposals will be initially evaluated by the Kanab City administration, which shall then make a recommendation to the Kanab City Council. Kanab City administration, and thereafter the City Council, may elect to interview one or more respondents to determine the likelihood of meeting the Appeal Authority need for Kanab City. Proposals will be evaluated on evidence of understanding of the objectives and work involved, and on the demonstrated competence of the respondent to accomplish the work. Compensation is a single criterion, not the deciding one.

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SUBMITTAL PROCESS/ REQUIREMENTS:
PROPOSALS MUST BE SUBMITTED ELECTRONICALLY THROUGH THE BONFIRE PROCUREMENT PORTAL (https://utah.bonfirehub.com/) NO LATER THAN MONDAY, NOVEMBER 10, at 5:00 p.m. (Mountain Time). Late submissions will not be accepted.

COST OF PREPARATION OF RESPONSE: Costs incurred by any entity or individual in the preparation of their response to this Request For Qualifications are the responsibility of the responding entity or individual and will not be reimbursed by Kanab City.

CANCELLATION: Kanab City reserves the right to cancel an award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Kanab City's best interest. In no event shall Kanab City have any liability for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

CLARIFICATION: Any Respondent requiring clarification of the information or protesting any provision herein, must submit specific questions/protests or comments in writing to:

Kanab City
ATTN: Kyler Ludwig
26 North 100 East
Kanab, Utah 84741
Email: kludwig@kanab.utah.gov Phone: (435) 644-2534

Clarifications submitted in writing shall be received prior to 5:00 p.m. Wednesday, November 5, 2025.

PROPOSALS ARE PUBLIC RECORDS: All information submitted by Respondents shall be public record and subject to disclosure pursuant to the Utah Government Records Access Management Act, except such portions of the proposals for which Respondent requests an exception from disclosure consistent with Utah Law. All requests shall be in writing, noting specifically which portion of the proposal the Respondent requests an exception from disclosure. Respondent shall not copyright, or cause to be copyrighted, any portion of any said document submitted to Kanab City as a result of this Request for Qualifications.

REJECTION OF PROPOSALS: Kanab City reserves the right to reject any or all responses to this Request For Qualifications.

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particular proposal. Failure of a Respondent to answer timely to such a request for additional information or clarification could result in rejection of that firm's response or responses.

Exhibit A

Hearing Officer Role and Responsibilities

1. The Hearing Officer is appointed by the Kanab City Council for a three (3) year term, until a successor has been appointed.

2. The Hearing Officer will function as the Kanab City Land Appeal Authority as well as the Appeal Authority and Hearing Officer for all other permissible or required administrative appeals under Kanab City's General Ordinances, other City ordinances, or applicable State Law. The Hearing Officer shall act and conduct hearings for appeals of code enforcement violations, code interpretations, personnel decisions, variance requests, and other areas assigned by law or local ordinance. Hearings will be scheduled by City staff according to the Hearing Officer's schedule and conducted in a quasi-judicial manner as required by Kanab City Ordinance and Utah Code. The Hearing Officer will be required to issue official written decisions within five (5) business days of the hearing unless another time frame is established by agreement of the parties or by law. All required notices, documentation, and paperwork will be processed by Kanab City Staff.

3. The Hearing Officer must be able to articulate and follow appropriate procedures for conducting hearings, including rules and deadlines governing the submission of documents and other information to create professional hearings while protecting property rights, due process, and other legal rights of parties involved.

4. The Hearing Officer will be available for consultation with City officials during normal City business hours and attend meetings, hearings, and other appointments as requested (in person, or virtually if appropriate).

5. The Hearing Officer should have significant experience in municipal law, the process of making quasi- judicial decisions, hearing procedures, and other legal standards, including rules regarding ex parte communications. Preference will be given to individuals who have professional certifications, licenses, or other qualifications that are particularly suited for the position. The Hearing Officer shall be free from a history of disciplinary action by professional associations to which they belong, and must be willing to submit to a background check if asked by the City.

6. The Hearing Officer complies with all laws, rules of professional conduct, and City policies regulating their position and profession.

7. The Hearing Officer performs their work in a prompt, timely, and professionally competent manner, reflecting the urgency of the need by City officials for the particular legal service.

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9. The Hearing Officer understands code enforcement and other areas of municipal law enforcement and is responsible for provide prompt, timely, and competent legal opinions as outlined by the Kanab City Ordinances in a manner that is consistent with state statute and case law so that decisions by the Hearing Officer are likely to be upheld by a court if challenged.

10. The Hearing Officer is considered an independent contractor but acts as a City-appointed representative. The Hearing Officer shall communicate, cooperate, and collaborate in a professional manner that reflects well on the image of the City in their interactions with: elected officials; appointed officials; employees; representatives of other government entities; judges; attorneys; professionals; businesses; civic groups; and other individuals.

Important Events:

Search

Status	Event Name	Location	Description		
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Oct 24th 2025, 3:00 PM MDT	N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Nov 5th 2025, 5:00 PM MST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Nov 10th 2025, 5:00 PM MST	N/A

Commodity Codes:

UNSPSC 8012 **Legal services**

UNSPSC 80122102 **Municipality law consultation service:** Consultancy and advisory service covering the standards, principles, concepts related to municipal law; includes legal reporting, providing analysis and legal opinions as well as attendance and participation in court hearings and oral reports.

UNSPSC 92101805 **Appeals process or judicial review**

Requested Information:

Listed below are the documents and information needed to complete your submission:

Name	Type			# Files
Proposal	File Type: PDF (.pdf)	Multiple	REQUIRED	

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There is currently nothing to display here.

Create a new Public Notice

Submission

This project is not open for proposal submissions at this time.

THE LAW OFFICES OF
ANDERSON CALL & WILKINSON, P.C.
A Professional Corporation
P.O. Box 13295
Ogden, UT 84412
801-859-2255

November 7, 2025

Proposal for Administrative Law Judge Services
Kanab City

Enclosed please find the information required to submit a proposal in response to Kanab City's Request for Proposal for Administrative Law Judge Services.

Relevant Experience: I completed the maximum ten-year service allowed by the ordinance as Salt Lake City Land Use Hearing Officer several years ago. I also serve more than a dozen other cities and counties for land use appeals and variances. The Utah League of Cities and Towns engaged me to prepare the training materials for land use appeal authorities. I served for ten years as the first Utah Property Rights Ombudsman and initiated the advisory opinion process, authoring the first ten or so. See attached Background Information.

Education: Juris Doctorate, J. Reuben Clark Law School. Undergraduate Bachelor of Science in Business Education. Extensive continuing education attendance since graduation.

Years of Practice and Area of the Law: Admitted to Utah Bar in 1976. Current active bar membership. Practice has focused on local government, land use, administrative law, and eminent domain. Honored as Real Property Practitioner of the Year for 2018 by the Real Property Section of the Utah Bar. Multiple appearances before the District Courts, Utah Court of Appeals and Supreme Court, representing property owners and a municipality.

In my service for more than a dozen years as a hearing officer, I have considered complex issues of state and local law, ruled on evidentiary issues, standing, jurisdiction, timing of claims, conflicts of interest, and substantive law as a matter of course. I have presided over matters, particularly for Salt Lake City, which involved extended briefing and interim rulings. My service as a hearing officer has involved minimal assistance from the staff of the jurisdictions I serve.

Availability: While I serve more than a dozen jurisdictions, the total number of hearings averages only two or three hearings per month. The potential dates of service are flexible although I prefer to avoid Fridays. I am available to begin services immediately. My preference is to hear appeals electronically where distant travel would otherwise be required.

Interest: I have found it engaging and fulfilling in semi-retirement to continue to apply my expertise and experience in resolving issues and concerns with citizens and local government. I consider it essential that an appeal authority maintain a professional, but respectful and sympathetic manner when dealing with the parties that appear before her or him. An appeal authority must act efficiently but take the time when needed to explain the law and listen intently to the concerns expressed, particularly those offered by the citizens that the community has been created to serve. While the law must be respected and decisions made on the merits, an appeal authority should conduct proceedings and make decisions with diplomacy, tact and without excessive formality.

I would appreciate the opportunity to discuss this proposal further if it is of interest.

Thank you

/s/ Craig M Call

Craig M. Call

Proposal for Administrative Law Judge Services
Kanab City
Response to Specific Minimum Contents of Proposal

1. **Contact Information.**

   Craig M. Call PC, PO Box 13295, Ogden, UT 84412.
   Telephone - 801-859-2255.
   Email - ccall@andersoncall.com.

2. **Resume.** Please see attached.

3. **Cover Letter.** Please see attached.

4. **Compensation Proposal.** We have contracted with other counties on a flat fee basis. For example, Kane County pays $500.00 per variance application or $750 for an appeal. In most cases, review of an appeal or variance application is expedited by using electronic meeting format. Where travel is required, the proposed rate would be $62.50 per hour for travel time as well as mileage, meals, lodging and per diem reimbursement at the stated rates used by the Utah State Division of Finance.

5. **References:**

   Matt Dixon, City Administrator, South Ogden City.
   801-622-2702 mdixon@southogdencity.gov
   Serving as hearing officer since 2013

   Scott Lyons, Community Development Director, Box Elder County
   435-734-3354 slyons@boxeldercountyut.gov
   Serving as hearing officer since 2015

   Daniel Cardenas, Community Development Director, City of Pleasant Grove
   801-785-6057 dcardenas@pgcityutah.gov
   Serving as hearing officer since 2020

6. **Conflicts of Interest.** Conflicts have rarely been an issue in my service as a land use hearing officer in other communities. I no longer initiate new clients and have only one outstanding lawsuit to resolve before ending all service to private clients. In the past I have represented private clients, including some of Utah's home builders, as well as other cities and counties in my legal work. It is unlikely that a conflict would arise in hearings held in Kanab. One potential opportunity for disclosures would arise if an attorney representing a property owner has been previously involved with me in some other capacity such as speaking at a conference that I have conducted or serving on the board of directors of an entity that I am also associated with. In past situations I have fully disclosed any relationship with counsel and then asked if either party objects to my hearing a matter. In a few cases I have recused myself upon the request of either party, but usually the hearing proceeds. If there is an actual conflict, such as where a former

client is a party to an appeal, the city council would normally appoint someone on a one-time basis to hear the case.

7. **Conflict Appeals.** I would be willing to handle administrative appeals for the City if the appointed hearing officer has a conflict of interest in a given matter. The cost would be the same as proposed above.

Craig M. Call, J.D.

Contact Information:
2424 N 4500 West
Plain City, UT 84404
Tel. 801 859 2255
ccall@andersoncall.com

In his forty-nine-year legal career, Craig Call has been involved in a variety of business and professional ventures. He has held significant appointed and elected offices in state and local government as well as for the U.S. Congress. His legal work has focused on mediation and arbitration, real estate development issues, impact fees, eminent domain, legislation/administrative codes, and municipal law. He has also been extensively involved in raising the professional level of land use practitioners through publications, seminars, and workshops, as well as by training local leaders through the Utah League of Cities and Towns and teaching at the University of Utah.

Education

- Juris Doctor, J. Reuben Clark Law School, BYU.
- Bachelor of Science: Business Education and Accounting, Brigham Young University.
- Completed 70 hours certification training as mediator and arbitrator.
- Completed more than 300 hours of legal workshops and institute training on private property rights, eminent domain and land use law at national forums sponsored by the American Bar Association/American Law Institute and Georgetown University Law School.

Professional Qualifications

- Active Full Emeritus Membership, Utah Bar. Bar No. 00538.

Government Service

- Land Use Appeals Hearing Officer, Riverdale City (since 2010); Salt Lake City (2012 to 2022); South Salt Lake (2012 to 2016); South Ogden City (since 2013); West Haven City (since 2015); Perry City (since 2018); Bear River City (since 2019); Pleasant Grove City (since 2020); Corrine City (since 2021); Harrisville (since 2022); Manti (Since 2023); Herriman City (Since 2023); Highland City (Since 2024); Vineyard City (Since 2024); Box Elder County (since 2015); Grand County (since 2016); Uintah County (since 2024) and Morgan County (since 2024). Acts "on call" as the land use Appeal Authority in lieu of a Board of Adjustment or other appeals body for these cities and counties. Hears and resolves cases involving land use appeals, variances, zoning enforcement and other administrative issues (depending on jurisdiction).
- Former City Attorney (2012-2017) for the City of Providence, Utah (2007-2012 for land use issues only). Associate City Attorney for North Ogden, Utah (2015-2017).
- Utah's founding Property Rights Ombudsman. Resolved many hundreds of disputes between property owners and local and state government entities. Mediator, arbitrator, and author of a number of advisory opinions resolving land use disputes. 1997-2007.

- Elected State Representative, Utah Legislature. Republican. Represented BYU Campus and nearby neighborhoods, Provo. Two terms, 1985-1988. Chair, Committee on Revenue and Taxation, 1987-1988.
- Elected At Large Member, Provo Municipal Council. Lead efforts to restore family zoning to the neighborhoods of downtown Provo and promote neighborhood conservation. 1982-1983.
- Field Office Director, Congressman James V. Hansen (R-UT). Covered Southeastern Utah Counties from Provo Field Office. 1981.

Other Work Experience

- Executive Director and Corporate Secretary, Utah Land Use Institute. Published several books about Utah law and procedure (see below). Extensive speaking and training functions. Conceived and manages a semi-annual conference of attorneys, planners, real estate professionals and elected officials on land use topics which is now in its 26st year. 1999-2005 (as part of state agency); since 2007 (as a separate non-profit entity). Perform all accounting and management functions for the ULUI.
- Attorney, Anderson Call & Wilkinson PC. Represented municipalities, property owners, institutions, and agencies on land use, eminent domain, impact fee and municipal law issues. Argued successfully before the Utah Supreme Court, Court of Appeals, and District Courts. Full time, 2007-2018. Presently not accepting new private clients.
- Former Adjunct Instructor, Dept. of Urban and Metropolitan Planning, Univ. of Utah teaching courses in Land Use Law. 2009-2012.
- Trainer, Utah League of Cities and Towns; Utah Local Governments Trust; Office of the Property Rights Ombudsman; various Utah Associations of Government; Utah Division of Housing and Community Development; Utah Counties Indemnity Pool; J. Reuben Clark Law School State and Local Government Conferences; International Right of Way Association; American Law Institute/American Bar Association; Utah State Bar – Real Property Section; and others. 2000 - present.
- Local Government Liaison, Flying J Corporation. Assisted in local land use reviews and approvals for interstate travel centers throughout United States and in Quebec, Canada. 1993-1997. Appeared before land use hearing officials in Oregon, Florida, Pennsylvania, Iowa, Connecticut, Wisconsin, Kentucky, Virginia, Minnesota, and New Jersey, seeking variances and land use approvals.
- Small businessman and entrepreneur – restaurants, service stations, and retail store. Board of Directors, Caribou Four Corners, Inc. (predecessor to Maverik Country Stores). Prior to 1997. Managed several subsidiaries of Flying J Corp. from 1988-1993.
- Licensed General Contractor, Utah Dept. of Commerce, 1976-1988. Restored or renovated more than twenty buildings listed on the National Register of Historic Places in a manner

approved by the Department of the Interior and the Utah Division of State History, most recently in 2008.

- Licensed Real Estate Professional and Broker, Utah Division of Real Estate, 1981-1988.
- Licensed Real Estate Instructor, Utah Division of Real Estate, 1999-present.

Community Service

- Member, Utah Legislative Land Use Task Force. Organized to review and discuss proposed land use legislation for the state legislature by the Utah League of Cities and Towns, the Realtors, Home Builders, Counties and others. Twenty-one years - 2004 to present.
- Corporate Secretary, Ogden Valley Land Trust. 2025 to present.
- Member, Governor's State Agencies Council on Alternative Dispute Resolution, 2003-2005. Chaired by Palmer DePaulis and initiated by Rich McKeown, chief of staff to Governor Michael Leavitt.
- Board Member, Utah Heritage Foundation (Now Preservation Utah) 1978-1981. President, 1979-1981.
- Board Member, Idaho Heritage Trust, 1989-1993. Chairman and Executive Director, 1992-1993.
- Board of Advisors, National Trust for Historic Preservation, 1987-1988.
- Founding Secretary and Board Member, The Chesterfield Foundation, 1979-1999. President, 1998-1999.
- Member, Utah Board of State History, 1997-1998.

Honors and Awards

- Distinguished Real Property Practitioner of the Year, Real Prop. Section, Utah State Bar. 2018.
- *Utah Business Magazine* Legal Elite, Real Property Law Category, repeated years between 2010 and 2021.
- Outstanding Achievement Award, Utah Board of State History. 2017.
- Lifetime Achievement Award, International Right-of-Way Association, Utah Chapter. 2016.
- Outstanding Volume of Local History, Mormon History Association. 1982. (For *Chesterfield, Mormon Outpost in Idaho*. Acted as publisher and author of introduction; Lavina Fielding Anderson, Editor).
- Outstanding Service to the Community, Faculty of the J. Reuben Clark Law School. 1976.
- J. Grant Iverson Service Award, Utah State Historical Society. 1975.
- Preservation Award, Utah Heritage Foundation. 1975.

Publications

- Ground Rules – Your Handbook to Utah Land Use Regulation, 270 pp., Utah Land Use Institute, 2021. Updated annually. Originally published as the Citizen's Guide to Utah Land Use Regulation, 2005, for the Utah Department of Natural Resources. Published by the Utah Land Use Institute.

- *Utah Law of Eminent Domain* – 280 pp., Utah Land Use Institute, 2008, 2012, update in process as of 2025. Published by the Utah Land Use Institute, funded by Utah State Department of Commerce grant funds.
- *Adventures in Land Use Dispute Resolution – Utah's Innovative Program to Provide "Free" Legal Advice to Local Government, Neighbors, and Property Owners* - Journal of Comparative Urban Law and Policy – Vol 5, No. 1, 2022.
- *Training Materials for Appeal Authorities*. Utah League of Cities and Towns with a grant from the Department of Commerce, Office of the Property Rights Ombudsman. Land Use Academy of Utah, 2019.
- *Resolving Land Use and Impact Fee Disputes: Utah's Innovative Ombudsman Program*, The Urban Lawyer – The National Journal on State and Local Government Law, Fall 2010/Winter 2011.
- *Utah Land Use Deskbook* – 140 pp., Utah League of Cities and Towns, 2009, 2011, 2016. Comprehensive topical review of Utah land use laws. Lead author of publication vetted and polished by civic and business leaders.
- *Alternative Dispute Resolution for Right-of-Way Acquisition Agents*. 16 hour course with student manual, instructor manual, exams, and power point. International Right-of-Way Assn., 2006. Taught principles of Fisher's *Getting to Yes* to right-of-way agents in various US States and in Canada.
- *Open Government*. Summaries of Government Records and Open Meetings Laws, 2000-2006.

TRAVIS CHRISTIANSEN

746 W 1500 S Hurricane UT 84770 • (435) 229-3213 • travis@saintgeorgelaw.com

SENIOR ATTORNEY

Experienced attorney who offers unique exposure to both private practice and public prosecution

Accomplished senior attorney with diverse legal knowledge and litigation experience in criminal prosecution and defense, family law, and corporate matters. Adept at drafting motions, overseeing discovery, taking and defending depositions, and preparing for trial. Actively researches rapidly changing case law to advise clients and prepare the best litigation strategy. Capitalizes on advanced communication skills in working with clients to explain complex legal issues and concepts, gain client trust, and guide legal proceedings to the client's benefit. Proven management experience includes internal operations and associate management. Takes initiative in creating processes and standardizing workflow to drive efficiency enterprise-wide.

AREAS OF EXPERTISE

Litigation Strategies • Jury & Bench Trials • Family Law • Criminal Law • Corporate Law
Legal Audit • Contracts • Mediation • Cross Examination • Legal Research • Collections
Financial Planning • Motions & Legal Memoranda • Staff Management • Business Operations • Budgeting • Negotiation

REPRESENTATIVE CASES

- Assisted in negotiating and drafting contracts concerning a multi-million dollar commercial land transaction
- Numerous family, custody and child welfare cases.
- Oversaw land use and permitting of a calcium sulfate mining claim in Utah on BLM land. Dealt with NEPA as well as state and local regulations.
- Assisted in drafting mining framework agreement and related documentation between a mid-tier precious metal company and the host government of an Eastern European country;
- Performed legal audit/diagnosis of a multi-national corporation and a financial services firm.
- Extensive trial experience, including 1st chair for Murder, Rape, Kidnapping, Drug Possession and Aggravated Assault.

PROFESSIONAL EXPERIENCE

ATTORNEY

Greater Zion Law/Boyack Christiansen Legal Solutions • 2011-present

Founding partner and lead trial attorney with expertise in criminal, divorce, child custody, child welfare, complex estate settlement, and a range of business issues. Conducted legal audits, drafted motions, and prepared clients for trial and/or mediation. Hired and supervised paralegals and associate attorneys.

Key Achievements:

- Successfully negotiated Aggravated Burglary and Aggravated Kidnapping to one count of Burglary.
- Resolved numerous other criminal cases favorably for clients.
- Successfully permitted a calcium sulfate mine in Southern Utah.
- Significantly improved operational efficiency by introducing HotDocs for document automation of many routine pleadings
- Accepted into a large case with 6 plaintiffs and 10 defendants that had been ongoing for two years, working out a favorable resolution for client in less than one year.
- Assumed entire caseload of a partner who took extended leave.

ATTORNEY / FOUNDER

Travis R. Christiansen & Associates • 2000-2011

Lead attorney, overseeing the work of associate attorneys and support staff while managing all aspects of daily firm operations. Awarded public defender contract and managed a heavy caseload for five years. Handled cases in the following areas: criminal defense, divorce, custody, contracts, child welfare, probate, personal injury, collections, shareholder derivative actions, and government relations. The firm also handled estate planning, business formation, and transactions.

TRAVIS CHRISTIANSEN • (435) 229-3213 • trc51@hotmail.com

Key Achievements:

- Handled nearly 600 cases annually for the Public Defender's office in partnership with one associate and two legal assistants.
- Secured the first not guilty verdict in a felony jury trial in more than 10 years in Washington County Utah's Fifth District Court.
- Recognized by Judge Rand Beacham, together with partner Alan Boyack, for trying one of the best cases he had seen in a murder trial.
- Tried more than 25 cases to jury verdict including murder, kidnapping, rape and drug possession. Achieved several not guilty verdicts

EDUCATION & PROFESSIONAL ACTIVITIES

EDUCATION

- JURIS DOCTOR (JD) • J. Reuben Clark Law Clark, Brigham Young University • 1999
- BACHELOR OF SCIENCE IN ECONOMICS • Centre College • 1996

ADMISSIONS & LICENSES

- Utah State and Federal courts

PROFESSIONAL ASSOCIATIONS

- Southern Utah Bar Association member(1999-Present), Board of Directors (2005-2010, 2018- present), President (2010, 2020)
- Utah Association of Criminal Defense Lawyers (2006-Present), Board of Directors (2009-2010)

COMMUNITY INVOLVEMENT

- Current Volunteer at Southern Utah Community Legal Center and Board Member in 2011
- Washington County School District, Elected Board Member 2006-2010
- Dixie Technology College Board Member 2006-2010
- Assistant Scoutmaster, Scoutmaster and Chartered Organization Representative – Boy Scouts of America
- UHSAA Football and Wrestling Official 1999 – 2006

ADDITIONAL INFORMATION

- Presentations: Southern Utah Bar Association, "Criminal Law Basics" UACDL New Lawyer Seminar, "Technology and the Law" and "Office Security, Securing Property and Attorney Work Product"
- Utah State Bar Distinguished Service Award 2008
- AVVO.com 10.0 Rating
- Martindale Hubble Client Award of Distinction 2014 and 2015 and AV Rated
- Lead Counsel Rated – 2014, 2015 and 2016.
- Member Distinguished Counsel 2015 and National Academy of Family Law Attorneys Top 10 2014 and 2015.
- Past Recipient Utah Business Magazine Legal Elite

Travis R. Christiansen
83 S 2600 W
Hurricane, UT 84737
435-635-0651

Date: November 7, 2025

Kanab City
Attn: City Recorder / City Manager
26 North 100 East
Kanab, Utah 84741

Re: Proposal to Serve as Appeals Hearing Officer

Dear Members of the Selection Committee:

Please accept this proposal to provide Appeals Hearing Officer services for Kanab City. As a seasoned attorney with over two decades of experience in Utah—including substantial administrative, criminal, and civil litigation—I offer the balance of practical judgment, procedural diligence, and impartial analysis required for this position.

My experience includes extensive hearing and trial work before various tribunals, both as public defender and private counsel, as well as drafting reasoned opinions and findings. I have served the community as President of the Southern Utah Bar Association and as an elected member of the Washington County School District Board, reinforcing my commitment to fairness and local governance.

I propose compensation at a flat rate of **$1,250 per appeal**, inclusive of preparation, the hearing itself, and the drafting of any necessary written opinion. I am confident that my experience and temperament align with Kanab City's standards for professionalism and public service.

Thank you for considering my proposal. I would welcome the opportunity to serve the residents of Kanab City in this capacity.

Sincerely,

Travis R. Christiansen
Greater Zion Law by Boyack Christiansen

Proposal to Serve as Kanab City Appeals Hearing Officer

Submitted by:
Travis R. Christiansen
Greater Zion Law by Boyack Christiansen
83 S 2600 W
Hurricane, UT 84737
435-635-0651

1. Respondent and Contact Information

Travis R. Christiansen
Greater Zion Law by Boyack Christiansen
83 S 2600 W
Hurricane, UT 84737
435-635-0651
Email: travis@greaterzionlaw.com

2. Background and Experience

Mr. Christiansen is a seasoned attorney with more than twenty-five years of experience in Utah's legal system, including extensive litigation, administrative, and appellate work. His practice areas encompass criminal prosecution and defense, family law, corporate transactions, and complex civil litigation. As founding partner of Greater Zion Law (Boyack Christiansen Legal Solutions), he manages attorneys and paralegals handling diverse matters across Southern Utah. His professional background includes hundreds of trials and hearings, including first-chair experience in serious felony and civil cases.

3. Relevant Experience for Appeals Hearing Officer Role

Mr. Christiansen's experience uniquely qualifies him for administrative hearing work. His record of preparing findings, drafting reasoned legal opinions, and ensuring procedural due process demonstrates the impartial judgment essential to this role. He has served in public defense contracts, handled government regulatory and land use matters, and represented clients in disputes involving statutory and administrative interpretation. His leadership as President of the Southern Utah Bar Association and service on multiple public boards further underscore his commitment to fair and effective governance.

4. Proposed Compensation

A flat rate of **$1,250 per hearing**, inclusive of all preparation, hearing attendance, and preparation of any required written opinion.

5. References

Available upon request. Professional references include attorneys, judges, and civic leaders familiar with Mr. Christiansen's legal ability, integrity, and professionalism.

6. Conflict of Interest Policy

Prior to each assignment, a conflict check will be conducted using the firm's case management system to ensure no active or prior representation involving the City of Kanab or related parties. Should a potential conflict arise, Mr. Christiansen will promptly disclose it to the City and withdraw from the matter if necessary, in accordance with the Utah Rules of Professional Conduct.

7. Availability for Conflict Assignments

Mr. Christiansen is willing to serve as a conflict Appeals Hearing Officer if Kanab City contracts with another primary provider. The compensation rate for such assignments would remain **$1,250 per hearing**.

BLANCHARD PATTISON

50 East 100 South, Suite 101
St. George, Utah 84770
(435) 688-1313

Bryan J. Pattison
Attorney at Law
bryan@blanchardpattison.com

November 8, 2025

Kanab City
ATTN: Kyler Ludwig
26 North 100 East
Kanab, Utah 84741
kludwig@kanab.utah.gov

Re: RFP for Kanab City Appeal Authority

Kanab City:

I am writing to submit my application in response to the RFP for the position of Appeal Authority for Kanab City. My current resume is enclosed.

Profile

I am a partner in the law firm Blanchard Pattison LLC. Our firm is based in St. George and has three partner-level attorneys. Though based in St. George, I have handled litigation matters throughout Utah. Before founding Blanchard Pattison in 2021, I was a partner at Dentons Durham Jones Pinegar, one of Utah's largest law firms, where I served as Chair of the firm's litigation section for several years. If selected, I anticipate being the only lawyer in my firm who would perform the work as Appeal Authority.

Contact information:

Blanchard Pattison LLC
50 East 100 South, Suite 101
St. George, Utah 84770
(435) 688-1313
bryan@blanchardpattison.com

Experience and Qualifications

I am currently the Appeal Authority for the Town of Springdale and Kane County. I am also Springdale's Administrative Hearing Officer in which I hear and decide appeals on civil citations. I previously served as special counsel to Springdale's prior Appeal Authority.

For over 20 years, local government law has been a cornerstone of my practice, including planning, zoning, and related matters. I regularly appear before both judicial and administrative tribunals, typically representing the interests of governmental entities. This representation has included the following:

- Successful defense, in district court and on appeal, of Ivins City zoning decisions. *See Cook v. Ivins City*, 2025 UT App 85, 571 P.3d 1235

- Successful defense, in district court and on appeal, of municipal ordinance prohibiting retail tobacco specialty businesses. *See M. Squared Enters. v. St. George City*, 2024 UT App 50, 548 P.3d 189

- Successful appeal of a district court's failure to apply proper standards to its review of a license revocation decision. *See Mike's Smoke, Cigar & Gifts v. St. George City*, 2015 UT App 158, 353 P.3d 626.

- Successful defense of a city against takings claims related to the city's conditional use permit decisions. *See Stevens v. LaVerkin City*, 2008 UT App 129, 183 P.3d 129

- Representation of a town in a road dedication matter which resulted in the legislature's amendment of the road dedication statute. *See Town of Leeds v. Prisbrey*, 2008 UT 11, 179 P.3d 757

- Successful defense of a city's decision on a conditional use permit application. See *Blackburn v. Washington City*, 2004 UT App 365, 101 P.3d 391

- Successful defense of a city in litigation surrounding implementation of new impact fees. *See Heideman v. Washington City*, 2007 UT App 11, 155 P.3d 900

I currently represent the two largest municipalities in Washington County—St. George City and Washington City—as outside litigation and risk management counsel. This work includes handling land use and zoning matters. I also handle defense work for the Utah Local Governments Trust, which has included work for municipalities throughout southern Utah as well as in northern Utah.

In short, I understand the issues that would come before the Kanab City Appeal Authority and how to properly address them, including the rules of statutory interpretation and standards of review that apply to municipal decisions.

Other Quasi-Judicial Experience

Along with my current work as a local government appeal authority, my quasi-judicial experience includes serving for six years as a member of the Utah Supreme Court's Ethics and Discipline Committee which handles attorney disciplinary matters. That service included four years as a Screening Panel Chair, which required me to conduct and chair attorney disciplinary hearings, rule on evidentiary and other issues brought before the panel, and write panel decisions. I also currently serve as the Vice Chair of its Ethics and Discipline Committee of the Utah Supreme Court. In that role I review and decide appeals from attorney disciplinary matters.

In sum, I have the experience and qualifications necessary to perform the work with absolute excellence and to ensure full, fair, and impartial hearings for all parties to the proceedings and to issue well-reasoned and understandable decisions.

Fees and Costs

My current local government billing rate is $280/hour.

My approach to handling appeals generally follows an established process of (1) reviewing the appeal and issues, including any substantive briefing or arguments from the parties; (2) reviewing and researching the applicable ordinances, statutes, caselaw, and administrative record; (3) holding a hearing in which I am typically an active questioner (by this time I generally have a preliminary decision drafted); and finally (4) taking the matter under advisement and crafting a written decision within about two weeks from the hearing date – depending on complexity. This is generally the same process that I used when I clerked at the Utah Court of Appeals at the start of my legal career and assisted my judge in drafting decisions.

In my experience handling these types of appeals and variance requests, the time generally averages around 9.5 hours of work. Travel time from my office in St. George to Kanab for hearings is about 1.5 hours (3 hrs. round trip), for which I would charge my hourly rate. Thus, I would anticipate, start to finish, an average approximate fee of $3,640.00 ($280/hr x 13/hrs) per appeal. In addition, I would charge travel costs at the current federal mileage rates, which I expect would be $103.49 per hearing in Kanab.

My range for billing on these types of matters has been from a low of $1,495.00 to a high of around $5,000.00 in an unusual or factually complex case. Thus, coupled with travel costs to and from hearings at the current federal mileage rates, I would expect that no single appeal/variance would exceed $5,200.00.

Conflict Checks

Because our firm is small, we generally do not run into a lot of conflicts. Our conflict check process consists of (1) running party names through our billing software and client database and (2) emailing the attorneys in the firm the same party names.

References

- Thomas Dansie, Town of Springdale, 118 Lion Blvd, Springdale, UT 84767,
- (435) 772-3434, tdansie@springdale.utah.gov

- Shannon McBride, Kane County, 76 N Main Street, Kanab, UT 84741,
  (435) 644-4966, smcbride@kane.utah.gov

- Ryan Dooley, St. George City Attorney, (435) 627-4601, ryan.dooley@sgcity.org

* * *

If you have any questions, please feel free to contact me. Thank you for your consideration.

Sincerely,

BLANCHARD PATTISON LLC

Bryan J. Pattison

Enc.

Bryan J. Pattison

50 East 100 South, Suite 101
St. George, Utah 84770 • (435) 668–3107
bryan@blanchardpattison.com

Experience

- **Litigation**. Over 20 years' experience in all aspects of civil litigation, including jury trials, bench trials and evidentiary hearings, and an extensive motion practice. Substantive areas include general commercial litigation, governmental defense, professional liability defense, torts, land use and zoning, and constitutional law.
- **Appeals**. Briefed over 30 appeals and presented over 20 appellate oral arguments. Often retained as appellate counsel in matters handled at the trial level by other attorneys.
- **Employment Law**. Represent public and private employers in drafting policies, procedures, and employee handbooks; risk management; counseling on compliance issues and employee discipline and termination; wage and hour issues; and representation in litigation involving wrongful termination and discrimination claims.
- Currently serve as the appeal authority for the Town of Springdale and Kane County.

Employment

Blanchard Pattison LLC • St. George, Utah
2021–present: Founding Partner

- Practice focuses on civil litigation and appeals; employment law; and real estate development.

Durham Jones & Pinegar P.C. • St. George, Utah
2003–2021: Attorney / 2007–2021: Shareholder

- Chair of Firm's Litigation Section (2016–2019). Vice Chair (2015, 2019–2021). Developed and provided instruction and training to attorneys on legal writing and civil procedure.
- Partner at Dentons Durham Jones Pinegar and Dentons US LLP (2020–2021).

Snow Nuffer • St. George, Utah
2001–2002: Associate Attorney

Hon. Judith M. Billings, Utah Court of Appeals • Salt Lake City, Utah
2000–2001: Judicial Clerk

- Reviewed and analyzed appellate briefs and legal issues, wrote bench memoranda, and performed legal research.
- Assisted drafting appellate opinions and oral argument preparation.

EDUCATION

University of Oklahoma College of Law • Norman, Oklahoma
J.D., *with distinction* (2000)

- Assistant Managing Editor, Member, OKLAHOMA LAW REVIEW (1998–2000)
- American Jurisprudence Award in Contracts
- Board of Editors, AMERICAN INDIAN LAW REVIEW (1998–1999)

Westminster College • Salt Lake City, Utah
B.S., *cum laude*, Business Management (1997)

ADMISSIONS

Utah (2000)
United States District Court for the District of Utah (2002)
United States Court of Appeals for the Tenth Circuit (2002)
United States Court of Appeals for the Ninth Circuit (2002)
United States Court of Appeals for the Third Circuit (2018)
United States Supreme Court (2012)

PROFESSIONAL COMMITTEES / ACTIVITIES

CURRENT –

- Vice Chair, Utah Supreme Court Ethics & Discipline Committee (2020–present)
- Member, Board of Trustees, Utah Legal Services (2014–present)

PREVIOUS –

- Member, Utah Supreme Court Advisory Committee on Rules of Civil Procedure (2018–2025)
- Member, Utah Supreme Court Ethics & Discipline Committee (2012–2018). Appointed Screening Panel Chair (2014–2018); Panel Vice Chair (2013–2014)
- Member, Utah Supreme Court Advisory Committee on Rules of Appellate Procedure (2003–2015)
- Board Member, Utah Chapter of the Federal Bar Association (2013–2020)
- Member, Executive Committee, Utah Bar Litigation Section (2002–2020)
- Member, Utah State Bar Spring Convention Committee (2005)

PUBLICATIONS

- *The Meet and Confer*, 35 UTAH BAR J. 34 (March/April 2022)
- *Writing to Persuade*, 24 UTAH BAR J. 10 (March/April 2011)
- *Henriod, Dissenting*, 19 UTAH BAR J. 26 (May/June 2006)
- *Burlington Industries, Inc. v. Ellerth and Faragher v. City of Boca Raton: A Clear Rule of Deterrence or an Invitation to Litigate? The Supreme Court Rules on Employer Liability for Supervisory Sexual Harassment*. 52 OKLA. L. REV. 461 (1999)

PRESENTATIONS

- *Short Forms and SODI's: Best Practices for the Motions No One Likes*, Utah State Bar Spring Convention (March 2023) (invited panel member)
- *Utah Rules of Civil Procedure Boot Camp*, Utah State Bar Litigation Section (October 2019)
- *Avoiding the Morass: Keeping Your Cases Moving Towards Trial*, Utah State Bar Spring Convention (March 2017) (invited panel member)
- *Federal Criminal Law Practice: The Roles of Prosecutor, Defense Counsel, and Judge*, FBA Southern Utah Legal Symposium (May 2016) (invited panel moderator)
- *Updates to the Utah Rules of Civil Procedure*, Southern Utah Bar Association (December 2015)
- *Summary Judgment & Motion Practice 2.0: A User's Guide to the Upgrades*, Utah State Bar Litigation Section (October 2015)
- *Improving Appellate Advocacy: A Panel Discussion*, Utah State Bar Spring Convention (March 2015) (invited panel member)
- *The Anatomy of an Appeal*, Utah Bar Spring Convention (March 2012) (co-presenter)
- *The New Utah Rules of Civil Procedure: Highlights, Lowlights, and Stuff in Between*, Utah State Bar Litigation Section (October 2011)
- *Factoids, Vignettes, and Useless Trivia: A Walk Through Supreme Court History*, Southern Utah Bar (2009)
- *Checklist for Appellate Briefs*, Utah State Bar Mid-Year Convention (2003)

REPRESENTATIVE APPELLATE CASES

- *Cook v. Ivins City*, 2025 UT App 85, 571 P.3d 1235 (zone change; legislative decision making)
- *M. Squared Enters. v. St. George City*, 2024 UT App 50, 548 P.3d 189 (statutory interpretation: successful defense of municipal ordinance prohibiting retail tobacco specialty businesses)
- *JENCO v. SJI*, 2023 UT App 151, 541 P.3d 321 (voidable transfer; obtained reversal of trial court after trial)
- *Bohman Aggregates LLC v. Gilbert,* 2021 UT App 35, 486 P.3d 77 (trial advocacy; rules of professional conduct)
- *Eskelsen v. Theta Inv. Co*., 2019 UT App 1, 437 P.3d 1274 (fraudulent transfer)
- *Mike's Smoke, Cigar & Gifts v. St. George City*, 2017 UT App 20, 391 P.3d 1079 (statutory interpretation – drug analog statute; constitutional law)
- *JENCO LC v. Perkins Coie LLP*, 2016 UT App 140, 378 P.3d 131 (contracts)
- *Cheney v. Hinton Burdick*, 2015 UT App 242, 366 P.3d 1220 (contracts)
- *Mike's Smoke, Cigar & Gifts v. St. George City*, 2015 UT App 158, 353 P.3d 626 (standard of review applied to business license revocation)
- *Cloud v. Washington City*, 2012 UT App 348, 295 P.3d 181 (governmental immunity)

- *Thorpe v. Washington City*, 2010 UT App 297, 243 P.3d 500 (municipal employee appeals; whistleblower statute; statutory interpretation; jurisdiction)
- *Wilkinson v. Washington City*, 2010 UT App 56, 230 P.3d 136 (governmental immunity; statutory interpretation)
- *Stevens v. LaVerkin City*, 2008 UT App 129, 183 P.3d 1059 (condemnation; takings)
- *Town of Leeds v. Prisbrey*, 2008 UT 11, 179 P.3d 757 (road dedication)
- *Heideman v. Washington City*, 2007 UT App 11, 155 P.3d 900 (governmental immunity; contracts)
- *Searle v. Milburn Irrigation Co*., 2006 UT 16, 133 P.3d 382 (water rights)

RECOGNITIONS

- AV-rated by Martindale Hubbell© in Appellate Practice and Litigation
- Named to Utah Business magazine's list of "Utah's Legal Elite" for Civil Litigation (2007–2010, 2012–2018, 2022)
- Named as a "Super Lawyer" in Civil Litigaiton Defense in 2025 Mountain States Super Lawyers magazine; named as "Rising Star" for employment law in 2009 and 2010 editions of Mountain States Super Lawyers magazine.

OTHER MEMBERSHIPS

- Utah State Bar
- Southern Utah Bar Association
- Defense Research Institute (DRI)
- Supreme Court Historical Society
- Certified Coach, National Federation of State High School Associations

OUTSIDE ACTIVITIES/INTERESTS

Football coach at Desert Hills High School (2019–present). U.S. and Supreme Court history. Legal writing.

* * *

COWDELL LAW

Tracy Scott Cowdell

Michael K. Green
Lorenzo Miller
Sharik L. Peck II

Ryan Richards
Virginia Ward

32 E. Main Street | Sandy, Utah 84070 | Phone 801.947.0079 | Fax 800.388.7054

November 10, 2025

City of Kanab
Attention: Kyler Ludwig
26 North 100 East
Kanab, UT 84741
Email: kludwig@kanab.utah.gov

RE: PROPOSAL TO PROVIDE Appeal Hearing Officer services for the City of Kanab

Dear Mr. Ludwig,

Thank you for taking the time to review this packet, which constitutes our proposal. We are very interested in providing Hearing Officer services to the City of Kanab and can meet all of the City's needs. We are a Utah law firm specializing in working with municipalities and local governments. We are appointed as the civil city attorney for the cities of Taylorsville and Providence. We currently provide prosecution services for the cities of Taylorsville, Herriman, Hurricane, and Moab, as well as several other cities and counties in Utah, on a contracted, case-by-case basis. In all, we represent more than 18 governmental entities statewide. In addition to our municipal clients, we serve as the appointed Conflict Counsel for the Salt Lake County District Attorney's Office and represent several state agencies and service districts, including the Sandy Suburban Improvement District and the South Valley Water Reclamation Facility.

Our firm has provided Administrative Law Judge and hearing officer services to several clients, including Draper City, Utah Professional Practices Advisory Commission (UPPAC), which advises the Utah State Board of Education, Utah State Department of Environmental Quality, Utah Scenic Byways Committee, Utah Department of Transportation, and Utah Bureau of Emergency Medical Services and Preparedness.

Our firm, of six attorneys and several support staff members, has extensive experience in municipal government matters, administrative law, and land use. Two of our attorneys are former judges who have presided over thousands of trials. For over two decades we have provided clients the type of services Kanab is seeking. We have a proven track record of delivering high-quality legal services at an exceptional value.

I look forward to discussing this proposal further with you and exploring how we can best meet the needs of Kanab City and its citizens. My phone number is 801-550-9864, and my email is tcowdell@me.com. Please do not hesitate to contact me with any questions or concerns.

Respectfully submitted,

Tracy S. Cowdell, Esq.

EXECUTIVE SUMMARY

COWDELL LAW is available and ready to serve as the Appeals Hearing Officer for Kanab City. Our firm specializes in representing governmental entities, political subdivisions, and municipalities. As a firm, we have been representing municipalities for over two decades. We understand the issues and circumstances faced by local government entities, and we have a strong track record of helping them achieve their objectives. We possess the expertise, experience, and resources to provide Kanab with high-quality Appeals Hearing Officer services tailored to its specific needs and to do so at an exceptional value. Our firm has six experienced attorneys. We also employ several support staff members, all of whom are permanent employees. While all our firm's resources would be made available to Kanab, we anticipate that our two partners will have primary responsibility for the Hearing Officer role. These attorneys have decades of combined experience working in and for local government entities, as well as serving in judicial and quasi-judicial roles. They are uniquely positioned to understand and meet the needs of Kanab.

Proposal to Provide Appeals Hearing Officer Services

I. FIRM PROFILE AND CONTACT INFORMATION

Firm Profile

COWDELL LAW is a boutique Utah law firm that specializes in providing legal services to municipalities and local governments. Our decades of experience in serving local governments throughout the state allows us to provide high quality legal service tailored to the specific needs of our clients, and to do so at an exceptional value.

We are currently appointed as the civil City Attorney for the cities of Taylorsville and Providence. We provide prosecution services for the cities of Taylorsville, Herriman, Hurricane, and Moab, as well as several other cities and counties in Utah, on a contracted, case-by-case basis. In all, we represent more than 18 governmental entities statewide. In addition to our municipal clients, we serve as the appointed Conflict Counsel for the Salt Lake District Attorney's Office and represent several state agencies and service districts.

With a team of six attorneys, we can assign the right attorneys to the right projects, leveraging individual expertise. Our firm has extensive experience relating to municipal government, including the drafting and review of ordinances and resolutions, contracts and leases, mediation and arbitration, labor and employment matters, corporate bylaws, grant and contract issues, land use and planning, zoning, development agreements, municipal liability, environmental law, contracts and interlocal agreements, risk assessment, employment law, bonding and debt issuance, litigation, real estate, ethics law, administrative law, and other matters that come before the cities we serve. Our attorneys are highly competent in all areas

of civil practice related to local government and possess in-depth knowledge of the Utah Open Meetings Act and Government Records Access Management Act, the state procurement code, redevelopment agencies, and other applicable laws.

It is anticipated that the firms two partners Tracy Cowdell and Ryan Richards would have primary responsibility for providing services to Kanab. They each have extensive experience in administrative law and serving in judicial or quasi-judicial roles. Tracy serves numerous entities as an administrative law judge or hearing officer and Ryan is a former judge.

Primary Business Philosophy

COWDELL LAW's philosophy and approach are shaped by our core beliefs and decades of experience representing and working in local governments. We specialize in local government work because we believe that it is the level of government that most directly and significantly impacts people. As the level of government closest to its citizens, it is uniquely positioned to protect and enhance communities and improve the daily lives of residents.

Our philosophy and approach are anchored in providing client-centric representation. It begins with our commitment to our clients, forging a strong relationship that is deeply rooted in trust, competence, diligence, and effective communication. We uphold the highest standards of loyalty, confidentiality, candor, and diligence to foster this trust.

We are committed to diligently and zealously serving the interests of our clients. Our decades of experience in representing municipalities, special service districts, administrative agencies, and other governmental clients give us unique competence in this realm.

A commitment to responsiveness and accessibility characterizes our client-centric approach. This means responding to inquiries promptly, being available through the client's preferred communication channels, and providing regular updates. Recognizing that city officials and employees often face urgent, time-sensitive matters, we prioritize being readily available to provide timely and effective support. We can be called upon whenever an issue comes up. We are available and willing to meet in person anytime the need arises. Because our lawyers primarily work for political subdivisions of the state of Utah, we understand that we are "on call" 24 hours a day. We are always available by email, cell phone or text and can meet in person anytime we are needed.

We tailor our legal services to the unique needs of each client. Our experience spans rural communities with small populations to large urban and suburban cities, giving us a deep understanding of the diverse goals, challenges, and needs of local governments. While some issues are common across municipalities, we recognize that each community is distinct. Their goals, needs, and challenges are similarly unique. Our client-centric approach involves crafting innovative, customized solutions to meet Kanab's specific needs and objectives.

We are committed to excellence and zealously personalized service, to ensure that our clients receive exceptional legal services tailored to their unique needs.

Contact Information

The contact person for this RFP is COWDELL LAW Partner Tracy Cowdell. His contact information is:

Tracy Scott Cowdell
COWDELL LAW
32 E. Main Street
Sandy, Utah 84070
Phone: 801-550-9864
Fax: 800-388-7054
Email: tcowdell@me.com

II. RESUMES AND BACKGROUND

In addition to their attached résumés, below is a brief description of the experience and educational background of Tracy and Ryan:

Tracy Scott Cowdell is among the most prominent and sought-after City Attorneys in private practice in the State of Utah. He has served as the city attorney for Draper, Midvale, Providence, Taylorsville, and is counsel for the Sandy City Council. He has also served as acting city attorney for the City of West Jordan. He earned degrees in political science and sociology, as well as a certification in criminology and corrections, from the University of Utah, graduating summa cum laude (top 1 percent). He obtained a law degree from Brigham Young University. For 20 years, he has represented governmental entities, practiced criminal law, and represented various private individuals and corporations. As a volunteer, Tracy has served on Sandy City's Board of Adjustments, is the past Chairman of the Sandy Elementary School Community Council and acts as Assistant Coordinator of the Historic Sandy Neighborhood Watch. He has also served as president of the Canyons School District Board of Education as an elected board member.

Tracy represents Sandy Suburban Improvement District and serves on the Board of Directors for the South Valley Wastewater Treatment Facility. He was appointed by the Utah State Board of Education to decide employee matters as a hearing officer for the Utah Professional Practices Advisory Committee. He also is an Administrative Law Judge for Draper City, the Utah State Department of Environmental Quality, the Scenic Byways Committee, Utah Bureau of Emergency Medical Services and Preparedness, Utah Department of Transportation, Washington County School District, and Salt Lake City School District.

- Admitted to Utah Bar in 2001
- Number of years in local government practice: 23
- Length of Employment with COWDELL LAW: 18 years

- Specialization: Civil City Attorney, Municipal Law, General Counsel.

Ryan J. Richards is a distinguished attorney with extensive experience representing municipalities and governmental entities across Utah. Currently a Partner at COWDELL LAW, he provides legal counsel to multiple cities, including Taylorsville, and serves as counsel for the South Valley Water Reclamation Facility. His practice encompasses a wide range of civil matters, including legislative drafting, land use, interlocal agreements, risk management, and representation in administrative and judicial proceedings. Ryan previously served as a Justice Court Judge for South Salt Lake City, where he presided over a high-volume caseload, issued rulings, and ensured fair proceedings. He has also held roles as an Assistant Attorney General and City Prosecutor, bringing deep expertise in municipal law, administrative law, and criminal prosecution.

Ryan earned a Bachelor of Arts in Political Science from the University of Utah in 2009 and a Juris Doctor from Brigham Young University's J. Reuben Clark School of Law in 2012, graduating magna cum laude. His legal career began with internships at the Salt Lake City Prosecutor's Office and the Law Office of Sharon Preston, P.C., focusing on municipal prosecution and criminal defense. As an Associate City Prosecutor for Salt Lake City, he managed a heavy caseload, tried numerous jury trials, and argued before the Utah Court of Appeals. At Cowdell & Woolley, P.C., in addition to representing the firm's governmental and private clients, he served as City Prosecutor for South Salt Lake, handling one of the state's highest per capita criminal caseloads, and acted as a Special Assistant District Attorney for Salt Lake County. As an Assistant Attorney General, he represented state agencies in administrative hearings, trials, and appeals, and provided training on administrative due process.

Ryan's legislative involvement is notable, having represented South Salt Lake in the Misdemeanor State Legislative Action Committee (MSLAC) and the Statewide Association of Prosecutors Legislative Action Committee (SWAPLAC). He has drafted bills, testified before legislative committees, and provided legal expertise to shape policy. His community engagement includes securing grant funding for South Salt Lake to address issues affecting the unsheltered population and serving on state-level judicial committees. Ryan's international experience includes a prestigious internship at the U.S. Mission to NATO in 2009, where he supported diplomatic efforts and researched defense policy. He also interned at the Utah State Legislature, assisting Senators Wayne Niederhauser and Kevin Van Tassell.

- Admitted to Utah Bar in 2012
- Number of years in local government practice: 13
- Length of Employment with COWDELL LAW: 4 years
- Specialization: Municipal Law, Administrative Law, Criminal Prosecution

III. PROPOSAL FOR COMPENSATION

We propose a standard fee commensurate with most hearing officer positions. Specifically, we propose the following cost structure:

- $200.00 per hour for prehearing and post-hearing issues (including report drafting)
- $250.00 per hour for actual hearing time.

Other services are offered without fee, including:

Regular Travel Time:	No Charge
Legal Periodicals:	No Charge
Supplies:	No Charge
Training:	No Charge

IV. REFERENCES

John Taylor
Taylorsville City Administrator
Phone: 801-963-5400.
Email: jtaylor@taylorsvilleut.gov

Dustin Fratto
Executive Director Sandy City Council
Phone: 801-558-7100
Email: dfratto@sandy.utah.gov

Nicholas Mills
Kaysville City Attorney
Phone: 801-510-0620
Email: nmills@kaysville.gov

Troy Walker
Draper City Mayor
Phone: 801-576-6513.
Email: troy.walker@draper.ut.us

Lisa Forrester
South Salt Lake Justice Court Administrator
Phone: 801-599-3192
Email: lforrester@sslc.gov

V. CONFLICT CHECKS AND RESOLUTION

As a smaller firm that primarily represents governmental clients, conflicts are infrequent and typically readily apparent. Nevertheless, our firm's conflict check process reliably identifies any conflicts. All cases brought before the Kanab ALJ/Hearing Officer would be screened by our designated gatekeeper, who checks for conflicts with current or former clients and any positional conflicts.

If a potential conflict is identified, it is submitted for partner review. Attorney-specific, non-imputable conflicts are handled in accordance with the Utah Rules of Professional Conduct. For firm-wide conflicts, we seek informed written waivers where appropriate and permissible. If a conflict were non-waivable, we would coordinate with the City to resolve the issue and secure conflict counsel.

VI. WILLINGNESS TO SERVE ON A CONFLICT BASIS

While we hope to serve as the primary the primary Hearding Officer for Kanab, we would also be available to serve on a conflict basis.

Submitted By:

COWDELL LAW
Legal Name of Submitting Firm

Authorized Agent Signature

Tracy Cowdell, Partner
Name and Title

November 7, 2025
Date Signed

TRACY SCOTT COWDELL

32 EAST MAIN STREET, SANDY, UTAH 84070 • cell: 801.550.9864 • home: 801.566.4287 • e-mail: tcowdell@me.com

PROFESSIONAL EXPERIENCE:

Managing Partner, *COWDELL LAW, PC*, Sandy, Utah (2001-Present)

- Areas of emphasis include: representation of elected officials, boards, and policy makers
- Daily practice of negotiation, collaboration, and compound problem solving
- Practice includes public policy, general counsel, ethics, and trouble shooting
- Public clients include: Sandy City Council, Draper City, Sandy Suburban Improvement District, South Valley Water Reclamation Facility, Taylorsville City, Moab, Daggett County, Cities in Sanpete County, and other state and local entities
- Representation of sophisticated corporate clients
- Significant pro-bono representation for indigent clients
- Additional education and certified by the Utah Bar as a mentor for new attorneys
- Significant experience as advisor to elected officials and senior leadership team
- Adept at integrating into a diverse work environment

Administrative Law Judge, Sandy, Utah (2010-Present)

- ALJ for the state of Utah regarding environment issues and public education
- ALJ for several other state and local governments

Chief Operations Officer, *Advanced IT Solutions, Inc.*, Sandy, Utah (1997-2001)

- Co-founder and principal for technology consulting
- Proficient in emerging technologies, the Internet, LAN/WAN management, and other technology applications
- Liaison between company management and technical support team
- Superior knowledge of latest technology and software applications

EDUCATION & CREDENTIALS:

Juris Doctorate, (2001) *J. Reuben Clark Law School, Brigham Young University*

- Faculty Award for Meritorious Achievement and Distinguished Service
- Extern for the late and Honorable Dee Benson, U.S. District Court
- Educated in mediation, negotiation, facilitation, and complex problem solving
- Member of the ADR Society
- Worked full-time as technology consulting as a law student
- Started the Community Mediation Center in Provo Utah as a 3L student

Bachelor of Science, (1997) *summa cum laude, University of Utah*

- Hinckley Institute of Politics Intern
- Political Science and Sociology (double major) certified in criminology and corrections
- GPA 3.93 (top one percent)
- Sociology Scholar Award and Scholarship for top student in department
- Alpha Kappa Delta sociology honors
- Member of Golden Key and Phi Beta Kappa
- Research, writing, and publishing experience

PUBLIC & VOLUNTEER SERVICE:

President, *Canyons School District Board of Education***,** Sandy Utah (2008-2014)

- Established Utah's first new school district in a century, including hiring the first superintendent and overseeing a $250 million construction bond
- Developed programs to enhance student performance and built key partnerships with city, legislative, and business leaders
- Managed an annual budget exceeding $300 million

Vice President, *Jordan School District Board of Education***,** Sandy Utah (2007-2009)

- Engaged with the public and activists as an elected official
- Led the state's largest district and facilitated collaboration among stakeholder groups
- Managed an annual budget of over $700 million

Chairperson, *Sandy Elementary School Community Council*

- Leadership at a school level, heading committee of parents, teachers, and principal
- Oversight of fundraising
- Worked to identify and close the school's gaps in student achievement
- Increased community engagement and parental involvement at the school

Chairperson, *Sandy Elementary School Trust Land Committee*

- Implemented sound fiscal policy in prioritizing needs of school
- Maximized efficient use of resources to promote excellence in teaching and learning
- Participation with others in planning and decision-making
- Learned and applied rules for the proper distribution of funds

Director, *Community Mediation Center*, Provo Utah (2000-2001)

- Co-founded and directed the center while in law school
- Facilitated meetings, presentations, strategic planning, and fundraising
- Taught conflict management and dispute resolution
- Served on the board of directors (2000-2004).

Member, Board of Adjustment, Sandy City (2004-2008)

- Served on quasi-judicial board hearing complex land use matters
- Issued findings regarding variances, special exceptions, etc

Member, CDBG Sandy Citizen Committee, Sandy City, Sandy, Utah (1997-2004)

- Learned and applied federal rules for the proper distribution of funds
- Recommended to elected officials the allocation and deployment of CDBG funds

ADDITIONAL EXPERIENCE & VOLUNTEER SERVICE:

Attorney, Disabled Rights Action Committee (2001-2011)
Stake President, The Church of Jesus Christ of Latter-Day Saints, Sandy, UT (2009-2019)
LDS Bishop, The Church of Jesus Christ of Latter-Day Saints, Sandy, UT (1997-2004)
Campaign Manager, Sandy City Council members (1993 and 1997)
Assistant Coordinator, Historic Sandy Neighborhood Watch (2002-2010)
Institutional Head, Boy Scouts of America troop 1231 (1997-2004)
Member and General Counsel, Sandy Museum Foundation (2003-2004)
Board Chair and General Counsel, Gateway to Canine Partnerships (2005-2006)
General Counsel, Ute Conference Football League (2009-Current)
Internship, Hinckley Institute of Politics, *Sandy City* (1997)
Counsel and Advisor, volunteer for various non-partisan campaigns (2001-Current)

AWARDS:

Sandy City's Outstanding Elected Official Award (2010)
Service Provider of the Year, City of Taylorsville (2011)
Sandy City's Outstanding Service Award (2012)
Canyons School District's Legacy Lifetime Achievement Award (2019)
Noal Bateman Lifetime Achievement Award, Sandy City's Highest Honor (2022)
Service Provider of the Year, City of Taylorsville (2024)

AFFILIATIONS:

J. Reuben Clark Law Society
Utah Bar Association
BYU Alumni Association & Utah Alumni Association
Utah School Boards Association
Utah League of Cities and Towns & Utah Association of Special Districts
Jordan High School Alumni Association Lifetime Membership

SKILLS, INTERESTS, & PERSONAL LIFE:

- High-functioning in all types of modern technology, software, and AI
- Married to Rebekah Christensen-Cowdell for 33 years and the father of three daughters
- First generation college graduate (so is Rebekah who has a masters of education)
- Proprietor of more than 900 vinyl records, two turntables, and rock 'n roll memorabilia
- Appreciation for the Arts and all things related to technology
- Owner of a HARLEY-DAVIDSON® motorcycle, but it just sits in the garage
- Lead vocalist and song-writer for the rock band DeNovo (*see* denovo-band.com)
- Learned to play the guitar by taking professional lessons at 45 years old
- Amateur rock 'n rock historian
- Actively restoring my very first car: a 1966 Chevelle SS396
- I employ effort, energy, rarely miss work, and I'm intellectually curious
- I read at least two or three daily newspapers and journal regularly
- Love to laugh-out-loud with family, friends, and professional associates

Ryan J. Richards

2588 Neffs Lane • Millcreek, Utah 84109 • Phone: (801) 573-2283 • Email:ryanrichardslegal@gmail.com

Education:

- J. Reuben Clark School of Law (Graduated 2012)
  Juris Doctorate: Graduated Magna Cum Laude
- University of Utah, Salt Lake City, Utah (Graduated 2009)
  Bachelor of Arts in Political Science

Work Experience:

- South Salt Lake Justice Court – South Salt Lake City, Utah (January 2020-present)
  Justice Court Judge— Preside over case. Make findings of fact and legal rulings. Issue written rulings and orders. Carry out the administrative functions of the judge. Serve as a magistrate for the Third Judicial District. Serve on various judicial committees. Supervise support staff.

- Utah Attorney General's Office – Salt Lake City, Utah (July 2018-January 2020)
  Assistant Attorney General— Represent various agencies in formal administrative hearings and in appeals of administrative actions. Provide legal advice and guidance to agencies.

- Cowdell &Woolley P.C. – Salt Lake City, Utah (July 2015-July 2018)
  Associate— The primary practice area of the firm was representing local governments and providing civil and criminal prosecution services. Served as the City Prosecutor for South Salt Lake City with responsibility for all facets of criminal prosecution and managing the Prosecutor's Office. Supervised other attorneys and support staff. Represented the City on legislative action committees and various working groups. Represented and advised other government entities. Served as a Special Assistant District Attorney for Salt Lake County. Assisted with private civil litigation. Trained new associates.

- Salt Lake City Prosecutor's Office – Salt Lake City, Utah (June 2013-July 2015)
  Associate City Prosecutor— Represented Salt Lake City in all facets of criminal prosecution from screening through appeals. Represented the City at arraignments, evidentiary hearings, motion hearings, and various other proceedings. Tried many bench trials and jury trials in both the Justice and District Courts. Represented the City before the Utah Court of Appeals. Represented the City at SWAPLAC meetings, Pioneer Park Coalition Meetings, and various coordination meetings with other agencies.

- Salt Lake City Prosecutor's Office – Salt Lake City Utah (2011-2012)
  Intern—Represented the City in bench and jury trials. Wrote motions and responses to motions. Presented arguments at motion hearings. Performed research for attorneys on salient legal issues.

- Law Office of Sharon Preston P.C. – Salt Lake City, Utah (Summer 2010)
  Intern – Practice areas included federal criminal defense and class action labor law litigation. Primarily performed research and wrote legal memos.

Extracurricular Activities and Volunteer Experience:

- Intern at the US Mission to NATO for Michael Ryan, US Army Defense Advisor U.S. Mission to E.U. (2009)
  Researched and prepared background papers. Attended NATO-EU meetings including the NATO-EU Capabilities Working Group meeting, the USEU Pol-Mil Team meetings, the USNATO ODA Staff Meeting, and multi-lateral diplomatic meetings. Assisted in arranging and participated in diplomatic lunches/dinners.
- Senate Intern at the Utah State Legislature for Senators Wayne Niederhauser and Kevin Van Tassell (2008).
  Collected, organized, and analyzed polling data. Researched and tracked legislation and other salient issues. Wrote talking points for bills. Drafted letters and emails to constituents, lobbyists, and other legislators. Coordinated and managed the daily schedule.

Languages:

- English
- French

Response to Request for Proposal

Hearing Officer for the City of Kanab

Contact Information:

Gary R. Crane;1227 Holly Circle, Layton, Utah 84040; 801 391-7733; gcrane9893@gmail.com

Steven L Garside; 2113 Jennifer Drive, Ogden, Utah 84403; 801 589-3197; garsidelaw@yahoo.com

Background

Gary has both an MPA and a JD degree. Gary began as an assistant city attorney for West Valley City before becoming the city attorney for Layton City in 1993. During a portion of that time, he was also the part-time city attorney for Bluffdale City and Morgan City. While he retired from Layton City in 2023, he remains the city attorney for Morgan City. Gary has been consulted by many local governmental agencies on a variety of issues, primarily involving land use issues. He is on the board for the Utah Land Use Institute, the premier land use educational entity in the State. Gary has been directly involved with the legislature for several years and has authored significant legislation regarding local government. Gary served as a judge *pro tempore* in the small claims court for the State for over 15 years.

Steve has a JD degree, and started his legal career with the City of Oklahoma City as an assistant city attorney. He relocated to Utah and worked for Layton City as the assistant city attorney, deputy city attorney, and for his last two years with Layton he was the assistant city manager. He retired from Layton City in 2024. Steve has conducted investigations for numerous local governments, primarily in the personnel area. He has provided prosecutorial services for entities that have had potential conflicts of interest. Steve also served as a judge *pro tempore* in the small claims court for the State. Steve was recently appointed to serve on the Utah State Records Management Committee.

Cover Letter

Kanab City Leaders:

First of all, please do not interpret the brevity of this response as an indication of the time and attention you will receive from us. This position did not come to our attention until late last week.

As you can see from our backgrounds, we enjoy serving in the public sector. We understand the importance of this position, as it is a critical connection between the City and its citizenry. It is crucial that those who appear before the City leave the experience with a sincere belief that they were heard, regardless of whether they agreed with the outcome.

This submittal is in response to the City's request for proposals for the position of Hearing Officer for Kanab City. We would have you consider us for this position. We have each been involved in municipal government for over 35 years. We would be the key personnel regarding the service provided to Kanab City.

As is evidenced by our backgrounds, we have been involved in the very issues Kanab City experiences. We have been on each side of administrative appeals and have both served as hearing officers on a variety of topics, including business licensure, land use, and code enforcement issues. Having done so, we understand the various standards of review, and the parameters within which the hearing officer is required to perform that function.

As required in the City's exhibit, we would have no issue with being available to consult with the City during your hours of operation. We understand that the quicker an issue is addressed, the better the resolution.

Compensation

With the understanding of the City's preference, we would propose a fee of $750 per hearing, and we would request a provision in the contract allowing a renegotiation at the end of each year, to ensure, for both parties, the appropriateness of the fee.

References

We are still involved with the Utah Municipal Attorneys Association, and you could contact any of the State's city attorneys for a reference. Those that we have worked with more extensively include Layton City's current attorney, Clint Drake; Kaysville City's attorney, Nic Mills, Ogden City's attorney Gary Williams; Syracuse City's attorney Colin Winchester; and Andrew Blackburn, who retired from Roy City, and is now the attorney for the North Davis Fire District.

Conflict

This is an issue we resolve at the outset. We will conduct a review regarding business ownerships and registrations. If it is an individual pursuing the appeal, we may request assistance from City personnel to either gather information, or to be present when we contact the appellant to ensure our review for a conflict does not appear to be an inappropriate *ex parte* communication.

Availability to serve in case of conflict

Yes, if we are not selected as the hearing officer, we would be willing to fill the position of a conflict arises.

Thank you for taking the time to consider this proposal. We hope we may be of service to you and your community!

Gary R. Crane and Steven L Garside, attorneys at law.

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

KANAB
UTAH

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

DATE: November 18, 2025
TO: Mayor and City Council
SUBJECT: Review of Pavement Maintenance RFP – Kanab Municipal Airport
PREPARED BY: City Manager, Kyler Ludwig

Background:

The Kanab Municipal Airport has been included in the Utah Department of Transportation (UDOT) FY2026 Pavement Maintenance program. This pavement preservation project is part of a multi-year maintenance strategy aimed at protecting the airport's capital investment and ensuring continued safety and usability of the runway, taxiways, and apron areas.

Project scope includes crack sealing, seal coating, and pavement marking. The project is funded through previously approved UDOT grants.

Analysis:

The full bid package includes:

- Notice to Bidders
- Construction Plans
- Project Manual (including specifications, bid forms, and contract terms)

The scope of work (Schedule I) includes:

- 15,500 LF of routed crack sealing (P-601a)
- 13,400 LF of reseal crack seal (P-601b)
- 86,700 SY of asphalt seal coat (P-608a)
- 6,800 SF of temporary pavement markings (P-620a)
- 26,800 SF of permanent pavement markings (P-620b)

Bidders are required to submit bid bonds and comply with all federal and state procurement regulations. The RFP is being advertised in accordance with UDOT standards and is available via QuestCDN (Ref. #9953021).

Legal:

Financial:

The City anticipates approximately $44,000 in funding for this project. Other funds will come through UDOT grants.

Recommendations/Actions: It is recommended the City Council:

Review the attached bid documents and authorize staff to move forward with the RFP process.

AMENDMENT NO. FIVE (5) TO CONTRACT
DATED JANUARY 12, 2021
BETWEEN
JVIATION, A WOOLPERT COMPANY, LLC
AND
CITY OF KANAB, UTAH

The Sponsor and the Engineer agree to amend their contract for improvements to the Kanab Municipal Airport, Kanab, Utah to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- UDOT FY2026 Pavement Maintenance

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the ACIP development schedule.

PART A - BASIC SERVICES

Administration	Lump sum of $18,681.00
Engineering	Lump sum of $22,543.00
TOTAL BASIC SERVICES	Lump sum of $41,224.00

PART B - SPECIAL SERVICES

Construction Inspection	Lump sum of $2,1659.00
TOTAL SPECIAL SERVICES	Lump sum of $21,659.00
TOTAL	$62,883.00

The Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final documents have been completed and have been submitted to the Sponsor.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2025.

SPONSOR:
City of Kanab, Utah

By: _____

Name: _____

Title: _____

ENGINEER:
Jviation, A Woolpert Company, LLC

By: _____

Name: Jason Virzi, PE

Title: Vice President

SCOPE OF WORK
FOR
KANAB MUNICIPAL AIRPORT
Kanab, Utah
KNB UDOT FY26 Pavement Maintenance

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated November 8, 2022, between Kanab City and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Kanab Municipal Airport is indicated as "Sponsor" and Woolpert, Inc., is indicated as "Engineer." The construction budget for this project is approximately $300,000.00. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, and Technical Specifications, along with Bidding and Construction Inspection Services, for the Pavement Maintenance Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

EXHIBIT NO. 1

DESCRIPTION

This project shall consist of sealing cracks, applying pavement seal, and repainting the pavement markings on Runway 1/19, Taxiway A and aprons. This pavement preservation work is required on a three- to five-year schedule to protect the airport's capital investment in the pavement and help the pavement perform for its full 20-year design life.

The engineering fees for this project will be broken into two parts. **Part A – Engineering and Administration Services** which includes the 1) Administration Phase, 2) Engineering Phase, and Reimbursable Costs During Design, and **Part B – Construction Inspection Services** which includes the 3) Construction Inspection Phase and Reimbursable Costs During Construction. Parts A and B and the three phases are described in more detail below.

PART A – ENGINEERING AND ADMINISTRATION SERVICES consists of the Administration Phase and Engineering Phase, both invoiced on a lump sum basis**.**

1.0 Administration Phase

1.01 Coordinate and Attend Meetings with the Sponsor and UDOT Aeronautics. Meetings with the Sponsor and UDOT Aeronautics will take place to determine critical project dates and to establish the project scope of work. It is anticipated that there will be one meeting with the Sponsor and UDOT Aeronautics during the design of this project which will occur via teleconference.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare ACIP Scoping Document. This task consists of the Engineer preparing the ACIP for the Sponsor to submit to UDOT Aeronautics. This document is required by UDOT for the grant and details the scope of work on the project.

1.04 Advertise for Bids. The Engineer will coordinate the project advertisement, on behalf of the Sponsor, with the local newspaper for the upcoming project. Additionally, this task will include contacting and providing the Invitation for Bids to potential contractors and material suppliers to ensure local firms are aware of the project.

1.05 Consult with Prospective Bidders. During the bidding process, the Engineer will be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

1.06 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda which alter the scope of the project will be reviewed with the Sponsor and UDOT prior to being issued. The addenda will meet all design and construction standards, as required.

1.07 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

1.08 Review Bid Proposals. This Engineer will review all bid proposals submitted. An analysis of the bid prices and contractors' qualifications to perform the work will be completed and tabulated. This information will be submitted to the Sponsor and UDOT.

1.09 Prepare Recommendation of Award. The Engineer will prepare a Recommendation of Award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Engineer will provide an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

1.10 Review Construction Submittals. This task will consist of reviewing and approving material submittal data received from the Contractor.

1.11 Prepare Requests for Reimbursement. This task includes preparing Requests for Reimbursement (RFRs) for the Sponsor for eligible expenses incurred on a monthly basis. RFRs will be provided to the Sponsor for review and approval prior to the Sponsor requesting reimbursement from UDOT.

1.12 Conduct Final Inspection and Prepare Clean-Up Item List. The Engineer, along with the Sponsor and UDOT (if available), will conduct the final inspection. The Engineer will ensure that the Contractor has removed all construction equipment and construction debris from the Airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

1.13 Prepare Final Construction Report and Summarize Project Costs. The Engineer will prepare the Final Construction Report to meet applicable UDOT closeout requirements. The report will include a summary of all administrative expenses, engineering fees and costs, and construction costs associated with the project and assemble a total project summary.

1.14 Manage BlackCat Files. This task includes managing BlackCat Files for the Sponsor. The Engineer will ensure all documentation necessary for the project, including scope of work and fee, project plans and specifications, contract documents, bid tabulations, record of negotiations, grant applications, RFR's, pay applications, etc. are uploaded into BlackCat throughout the duration of the Project.

TASK 1 DELIVERABLES	TO UDOT	TO SPONSOR
1.01 Meeting Agendas, Project Schedule, and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor		✓
1.03 ACIP Scoping Document	✓	✓
1.04 Invitation for Bids to Advertisers		✓
1.06 Addenda	✓	✓
1.08 Bid Tabulation	✓	✓
1.09 Recommendation of Award	✓	✓
1.11 Requests for Reimbursement submitted to UDOT	✓	✓
1.12 Prepare Clean-Up Item List		✓
1.13 Final Construction Report	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting	✈ Kanab, UT One (1) Project Manager and one (1) Project Engineer Assume one (1) hour via teleconference (1 meeting)
1.07 Attend Bid Opening	✈ Kanab, Utah One (1) Project Manager Assume one (1) hour at the Airport (1 meeting) Assume travel to/from St. George, UT to Kanab, UT
1.12 Conduct Final Inspection	✈ Kanab, UT One (1) Project Manager and one (1) Engineer Assume one (1) hour at the Airport (1 site visit) Assume travel to/from St. George, UT to Kanab, UT

2.0 Engineering Phase

2.01 Conduct Site Visit/Prepare Inventory. This task will include a site visit to quantify the amount of crack repair and inventory the work to be completed as part of the project.

2.02 Prepare Contract Documents. This task will include preparing the Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, and FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. Also included in the Contract Documents, and covered under separate tasks below, are the Technical Specifications and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.03 Prepare Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities, and General Notes	2
Work Locations, Access, Phasing & Closure Details	2
Crack Seal and Seal Coat Plan and Details	2
Pavement Marking Plan & Details	4
Total Sheet Count	**11**

2.04 Prepare Technical Specifications. This task includes assembling the technical specifications necessary for the project. The standard specifications to be utilized will include, but not be limited to, the following:

- Item C-105 Mobilization
- Item P-601 Crack Sealing
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-620 Runway and Taxiway Painting

2.05 Prepare Special Provisions. This task includes preparing the Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, and Liquidated Damages.

2.06 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

2.07 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other available databases.

2.08 Coordinate Construction Phasing. The Engineer will coordinate project phasing with the Sponsor to minimize the impacts of the project on airport operations. Phasing requirements will be included in the Construction Plans and as part of the Contract Documents.

2.09 Review Plans at 100% Complete. Upon completion of the design, the Engineer will submit a set of Construction Plans, Contract Documents, and Technical Specifications to the Sponsor and UDOT Aeronautics for review prior to advertising for bids.

2.10 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced senior-level Professional Engineer.

Prior to the 100% review of Construction Plans, Contract Documents, and Technical Specifications being submitted to the Sponsor and UDOT Aeronautics, a thorough in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Contract Documents, and Technical Specifications being submitted, by a licensed Engineer, other than the Engineer who performed the design of the project. Comments offered by the Engineer that performed the review and revisions to the Construction Plans, Contract Documents, and Technical Specifications will be made accordingly.

In addition to the 100% design review, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

2.11 Prepare and Submit Final Construction Plans, Contract Documents, and Technical Specifications. A final set of Construction Plans (11" x 17"), Contract Documents, and Technical Specifications will be prepared and submitted to the Sponsor and UDOT Aeronautics. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

TASK 2 DELIVERABLES	TO UDOT	TO SPONSOR
2.02 Preliminary Contract Documents for Sponsor's Review	✓	✓
2.09 Construction Plans, Contract Documents, and Technical Specifications for Sponsor and UDOT Aeronautics Review	✓	✓
2.11 Final Construction Plans, Contract Documents, and Technical Specifications	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.01 Site Visit/Prepare Inventory	✈ Kanab, UT One (1) Project Engineer Assume one (1) full day site visit Assume travel to/from St. George, UT to Kanab, UT
2.09 Plan Review with Sponsor and UDOT Aeronautics	✈ Kanab, UT One (1) Project Manager Assume one (1) hour via teleconference (1 meeting)

EX Reimbursable Costs During Design

This section includes reimbursable items such as auto rental, lodging, per diem and other miscellaneous expenses incurred to complete **Part A – Engineering and Administration Services**.

PART B – CONSTRUCTION INSPECTION SERVICES consists of the Construction Inspection Phase which will include on-site construction management services throughout the duration of the project, invoiced on a lump sum basis.

3.0 Construction Inspection Phase

This phase will consist of providing one full-time Resident Project Representative (RPR). It shall be the responsibility of the RPR to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **8 working days** to complete construction of the project. Incidental travel costs, including vehicle usage, lodging, per diem, etc., are in addition to the engineering hours expended.

3.01 Provide Resident Engineering. The Resident Project Representative (RPR) will be on-site full time, and it is estimated that the RPR will work approximately **12 hours per day.** It is assumed that the RPR will be able to complete all daily project documentation during their shift. The total time allotted for the completion of construction is anticipated to be **8 working days.**

The following tasks will be performed during a typical day's shift during construction:

- Review construction tasks for general compliance with the construction documents.
- Coordinate, review and provide a response to construction and general project Requests for Information (RFIs).
- Prepare and process change orders.
- Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- Maintain daily logs of the construction activities for the duration of time on site.

TASK 3 DELIVERABLES	TO UDOT	TO SPONSOR
3.01 Monthly Pay Application	✓	✓
3.01 Pay Request/Quantity Review Documentation		✓
3.01 Change Orders/Supplemental Agreements	✓	✓

TASK 3 ON-SITE PERIODS	LOCATION/STAFFING/DURATION
3.01 Provide Resident Engineering	• Kanab, Utah One (1) Resident Project Representative Assume eight (8) working days for the project and nine (9) hours travel time, for a total of five (5) nights of lodging

EX Reimbursable Costs During Construction This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred to complete **Part B – Construction Inspection Services**.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. During periods of Construction Inspection covered under Task 3, a $5/day surcharge will be added to the daily vehicle charge which will be reflected in the Engineering Fee as a daily "Field Vehicle and Equipment" expense. This surcharge is intended to cover consumables (such as marking paint, lath, etc.) and the replacement of tools (such as measuring wheels, airfield radios, infrared thermometers, etc.) necessary to monitor and identify the various aspects of the work.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

3. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

4. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition)*, Standard Specifications for Construction of Airports*. Project planning, design, and construction will further conform to all applicable standards, including all national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

5. The Engineer will utilize the following plan standards for the project:

   - ✈ Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
   - ✈ Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
   - ✈ All plans will be stamped and signed by a state-licensed Professional Engineer.

6. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

   - ✈ The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
   - ✈ The Engineer is responsible for developing the contents of the document.
   - ✈ FAA General Provisions and required contract language will be used.

7. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed out by UDOT.

8. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: **Kanab Municipal Airport**
AIP/PROJ. NO.: UDOT FY2026 Project #269941
PROJECT NAME: Pavement Maintenance
DATE: November 12, 2025

WOOLPERT

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate			Total Cost
1.0 Administration Phase (Lump Sum)						
Practice Operations Leader	1 hrs.	x	$ 330.00 /hr	=	$	330.00
Practice Ldr I	4 hrs.	x	$ 325.00 /hr	=	$	1,300.00
Engineer Project Mgr IV	12 hrs.	x	$ 305.00 /hr	=	$	3,660.00
Engineer Project Mgr II	34 hrs.	x	$ 210.00 /hr	=	$	7,140.00
Engineer I	13 hrs.	x	$ 185.00 /hr	=	$	2,405.00
Project Coordinator II	4 hrs.	x	$ 150.00 /hr	=	$	600.00
Engineering Techn II	19 hrs.	x	$ 150.00 /hr	=	$	2,850.00
SUBTOTAL	**87** hrs.		**SUBTOTAL**		**$**	**18,285.00**
Reimbursables						
Auto Rental	2 Day	x	$ 130.00 /Day=		$	260.00
Lodging + Tax & Fees	0 Day	x	$ 130.00 /Day=			
Per Diem	2 Day	x	$ 68.00 /Day=		$	136.00
Travel & Airline Costs	0 Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		**$**	**396.00**
PHASE SUBTOTAL					**$**	**18,681.00**

LABOR HOUR BREAKDOWN

TASK		LABOR CATEGORY							
	Start Date: 8/1/2025 End Date: 8/31/2026	**Practice Operations Leader**	**Practice Ldr I**	**Engineer Project Mgr IV**	**Engineer Project Mgr II**	**Engineer I**	**Project Coordinator II**	**Engineering Techn II**	**Phase Item Costs**
1.0	**Administration Phase (Lump Sum)**	Jason Virzi	Kirk Nielsen	Kirt McDaniel	Rhonda Forde	Matthew Gillespie	Katrina Akau	Sherilyn Bennion	
1.01	Coordinate and Attend Meetings with the Sponsor and UDOT Aeronautics		1	4	4	2	2		$ 3,055.00
1.02	Prepare Project Scope of Work and Contract	1	1	2	4		1		$ 2,255.00
1.03	Prepare ACIP Scoping Document		1	1	1				$ 840.00
1.04	Advertise for Bids			2	2			4	$ 1,630.00
1.05	Consult with Prospective Bidders				1				$ 210.00
1.06	Prepare Addenda				1				$ 210.00
1.07	Attend Bid Opening				6				$ 1,260.00
1.08	Review Bid Proposals			1	1		1		$ 665.00
1.09	Prepare Recommendation of Award				1			1	$ 360.00
1.10	Review Construction Submittals			1	1	1			$ 700.00
1.11	Prepare Requests for Reimbursement				2			6	$ 1,320.00
1.12	Conduct Final Inspection and Prepare Clean-Up Item List				6	6			$ 2,370.00
1.13	Prepare Final Construction Report and Summarize Project Costs			1	2	4		4	$ 2,065.00
1.14	Manage BlackCat Files		1		2			4	$ 1,345.00
	TOTALS	**1**	**4**	**12**	**34**	**13**	**4**	**19**	$ 18,285.00
	PERCENTAGES	1%	5%	14%	39%	15%	5%	22%	

Labor Category	Total Hours		Billing Rate			Total Cost
2.0 Engineering Phase (Lump Sum)						
Practice Ldr I	1 hrs.	x	$ 325.00 /hr	=	$	325.00
Engineer Project Mgr IV	6 hrs.	x	$ 305.00 /hr	=	$	1,830.00
Engineer Project Mgr II	26 hrs.	x	$ 210.00 /hr	=	$	5,460.00
Engineer I	60 hrs.	x	$ 185.00 /hr	=	$	11,100.00
Project Coordinator II	2 hrs.	x	$ 150.00 /hr	=	$	300.00
Engineering Techn II	7 hrs.	x	$ 150.00 /hr	=	$	1,050.00
Quality Control Manager	8 hrs.	x	$ 285.00 /hr	=	$	2,280.00
	0 hrs.	x				
	0 hrs.	x				
SUBTOTAL	**110** hrs.		**SUBTOTAL**		**$**	**22,345.00**
Reimbursables						
Auto Rental	1 Day	x	$ 130.00 /Day=		$	130.00
Lodging + Tax & Fees	0 Day	x	$ 130.00 /Day=			
Per Diem	1 Day	x	$ 68.00 /Day=		$	68.00
Travel & Airline Costs	0 Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		**$**	**198.00**
PHASE SUBTOTAL					**$**	**22,543.00**

TASK		LABOR CATEGORY							
	Start Date: 8/1/2025 End Date: 12/31/2025	**Practice Ldr I**	**Engineer Project Mgr IV**	**Engineer Project Mgr II**	**Engineer I**	**Project Coordinator II**	**Engineering Techn II**	**Quality Control Manager**	**Phase Item Costs**
2.0	**Engineering Phase (Lump Sum)**	Kirk Nielsen	Kirt McDaniel	Rhonda Forde	Matthew Gillespie	Katrina Akau	Sherilyn Bennion	Chris Giessing	
2.01	Conduct Site Visit/Prepare Inventory				12				$ 2,220.00
2.02	Prepare Contract Documents	1		4		1	2		$ 1,615.00
2.03	Prepare Construction Plans								-
	Cover Sheet (Sheets: 1)			1	4				$ 950.00
	Index of Drawings, Summary of Approximate Quantities, and General Notes (Sheets: 2)			1	4				$ 950.00
	Work Locations, Access, Phasing & Closure Details (Sheets: 2)		0.5	1	8				$ 1,842.50
	Crack Seal and Seal Coat Plan and Details (Sheets: 2)		0.5	1	8				$ 1,842.50
	Pavement Marking Plan & Details (Sheets: 4)			2	12				$ 2,640.00
2.04	Prepare Technical Specifications		1	4			2		$ 1,445.00
2.05	Prepare Special Provisions			1			1		$ 360.00
2.06	Calculate Estimated Quantities		1	2	2				$ 1,095.00
2.07	Prepare Estimate of Probable Construction Cost		1	4	2				$ 1,515.00
2.08	Coordinate Construction Phasing			1	2				$ 580.00
2.09	Review Plans at 100% Complete		1	2	4				$ 1,465.00
2.10	Provide In-House Quality Control							8	$ 2,280.00
2.11	Prepare and Submit Final Construction Plans, Contract Docs, and Tech Specs		1	2	2	1	2		$ 1,545.00
	TOTALS	**1**	**6**	**26**	**60**	**2**	**7**	**8**	**$ 22,345.00**
	PERCENTAGES	1%	5%	24%	55%	2%	6%	7%	

Labor Category	Total Hours		Billing Rate			Total Cost
3.0 Construction Inspection Phase (Lump Sum)						
Construction Manager II	105 hrs.	x	$ 185.00 /hr	=	$	19,425.00
SUBTOTAL	**105** hrs.		**SUBTOTAL**		**$**	**19,425.00**
Reimbursables						
Auto Rental	8 Day	x	$ 130.00 /Day=		$	1,040.00
Lodging + Tax & Fees	5 Day	x	$ 130.00 /Day=		$	650.00
Per Diem	8 Day	x	$ 68.00 /Day=		$	544.00
Travel & Airline Costs	0 Trip	x	$ 500.00 /Trip=			
			SUBTOTAL		**$**	**2,234.00**
PHASE SUBTOTAL					**$**	**21,659.00**

TASK		LABOR CATEGORY							
	Start Date: 1/1/2026 End Date: 8/31/2026	**Construction Manager II**							**Phase Item Costs**
3.0	**Construction Inspection Phase (Lump Sum)**	Construction Manager II							
3.01	Provide Resident Engineering	105							$ 19,425.00
	TOTALS	**105**	**0**	**0**	**0**	**0**	**0**	**0**	$ 19,425.00
	PERCENTAGES	100%	0%	0%	0%	0%	0%	0%	

	CONTRACT HOURS		PHASE FEE	REIMBURSABLE COSTS	TOTAL COST
PART A - BASIC SERVICES (LUMP SUM)					
1.0 Administration Phase (Lump Sum)	87	$	18,285.00	$ 396.00	$ 18,681.00
2.0 Engineering Phase (Lump Sum)	110	$	22,345.00	$ 198.00	$ 22,543.00
	197	**SUBTOTAL**	**$ 40,630.00**	**$ 594.00**	**$ 41,224.00**
PART B - SPECIAL SERVICES (LUMP SUM)					
3.0 Construction Inspection Phase (Lump Sum)	105	$	19,425.00	$ 2,234.00	$ 21,659.00
	105	**SUBTOTAL**	**$ 19,425.00**	**$ 2,234.00**	**$ 21,659.00**
TOTAL	**302.0**	**$**	**60,055.00**	**$ 2,828.00**	**$ 62,883.00**

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

NOTICE TO BIDDERS

Kanab Municipal Airport
Kanab, Utah
UDOT FY 2026 Pavement Maintenance
UDOT Project No. 269941

Project Bids, subject to the conditions contained herein, for improvements to the Kanab Municipal Airport, Kanab, Utah, UDOT Project No. 269941 will be received by the Kanab Municipal Airport, Kanab City Offices, Kanab, Utah, 84741, until Thursday, December 18, 2025, at 2:00 p.m. Bids to be mailed shall be addressed to the attention of Brennan Jones, Airport Manager, Kanab City Offices, 26 North 100 East, Kanab, Utah, 84741, and will be clearly marked "Sealed Bids: UDOT FY 2026 Pavement Maintenance. DO NOT OPEN". At the time listed above, the received sealed bids will be publicly opened and read aloud immediately in the aforementioned location that they were received.

The bidding documents are available at https://woolpert.com/bid and/or www.questcdn.com - Reference Quest Number 9953021. To be considered a plan holder for bids, register with QuestCDN.com for a free Regular membership and download the bidding documents in digital form at a cost of $22.00. Downloading the documents and becoming a plan holder is recommended as plan holder's receive automatic notice of addenda, other bid updates. Contact QuestCDN Customer Support at 952-233-1632 or Support@QuestCDN.com for assistance in membership registration or downloading digital bidding documents. Interested parties may view the contract documents at no cost prior to deciding to become a plan holder.

In order to submit a responsive bid as a Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's List. It is the planholder's responsibility to review the site for addendums and changes before submitting their proposal. This includes review for environmental changes. For additional information, please contact us via email at bid.info@woolpert.com.

The work involved will include the following:
Schedule I - Pavement Maintenance

The approximate quantities of major bid items involved in the proposed work are:

P-601a, Routed Crack Seal – 15,500 LF
P-601b, Reseal Crack Seal – 13,400 LF
P-608a, Emulsified Asphalt Seal Coat – 86,700 SY
P-620a, Temporary Pavement Markings – 6,800 SF
P-620b, Permanent Pavement Markings – 26,800 SF

Bid Conditions. All bidders are encouraged to make arrangements with the Kanab Municipal Airport to examine the site to become familiar with all site conditions prior to submitting their bid.

The bidder is required to provide all information as required within the Contract Documents. The bidder is required to bid on all items of every schedule or as otherwise detailed in the Instructions to Bidders.

Bids may be held by Sponsor for a period not to exceed 60 calendar days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

No Bidder may withdraw its bid after the bid has been opened. The City of Kanab reserves the right to waive any informality in bidding and to reject any and all bids.

All questions regarding the bid are to be directed to Rhonda Forde, 35 South 400 West, Ste. 200, St. George, UT 84770, rhonda.forde@woolpert.com.

Bid Bond. Guarantee will be required with each bid as a certified check on a solvent bank or a Bid Bond in the amount of five (5) % of the total amount of the bid, made payable to the City of Kanab.

Performance & Payment Bond. The successful bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the contract price.

FEDERAL LANGUAGE REQUIRED FOR SOLICITATIONS:

TITLE VI SOLICITATION NOTICE:

The City of Kanab, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, select businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

City of Kanab
Kanab, Utah

CONSTRUCTION PLANS FOR IMPROVEMENTS TO

KANAB MUNICIPAL AIRPORT

KANAB, UTAH
UDOT GRANT #269941

• SCHEDULE I •
PAVEMENT MAINTENANCE

WOOLPERT
35 South 400 West St, Suite 200
St. George, UT 84770
435.673.4677

ISSUED FOR BID

PROFESSIONAL ENGINEER
8583881
RHONDA S. FORDE
11/13/2025
STATE OF UTAH

RHONDA S. FORDE ● PE-181491
11/13/2025

NO.	BY	DATE	DESCRIPTION
1	R.S.F.	11/13/2025	ISSUED FOR BID

ISSUANCE SCHEDULE

City of Kanab Utah

KANAB MUNICIPAL AIRPORT

COVER SHEET

PROJECT NO:	10016182.06
DATE ISSUED:	11/13/2025
DESIGNED BY:	R.S.F.
DRAWN BY:	L.O.B.
CHECKED BY:	C.L.G.

SHEET ID:

G001

SHEET NO:

1 OF 10

INDEX OF DRAWINGS

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5	G051	CONSTRUCTION SAFETY NOTES AND DETAILS
6	C200	CRACK SEAL & SEAL COAT AREA
7	C700	PAVEMENT MARKING PLAN - STA. 111+50 TO 124+50
8	C701	PAVEMENT MARKING PLAN - STA. 124+50 TO 137+50
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10	C750	PAVEMENT MARKING DETAILS

SUMMARY OF APPROXIMATE QUANTITIES

ITEM NO.	ITEM DESCRIPTION	UNIT	SCHEDULE I PAVEMENT MAINTENANCE ESTIMATE	SCHEDULE I PAVEMENT MAINTENANCE AS BUILT
C-105a	MOBILIZATION (10%)	LS	1	
P-601a	ROUTED CRACK SEAL	LF	15,500	
P-601b	RESEAL CRACK SEAL	LF	13,400	
P-608a	EMULSIFIED ASPHALT SEAL COAT	SY	86,700	
P-620a	TEMPORARY PAVEMENT MARKINGS	SF	6,800	
P-620b	PERMANENT PAVEMENT MARKINGS	SF	26,800	

MASTER LEGEND

SITE

- EXISTING PAVEMENT
- EXISTING CENTERLINE
- 6590 EXISTING MAJOR CONTOUR
- 6589 EXISTING MINOR CONTOUR
- EXISTING SWALE FLOW LINE
- EXISTING FENCE
- EXISTING FENCE (BARBED WIRE)
- EXISTING FENCE (SPLIT RAIL)
- EXISTING GUARD RAIL
- EXISTING PROPERTY LINE
- ROW EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- EXISTING LEASE LINE
- XXXXXXXXXXXX REMOVE ITEM
- ABANDON ITEM
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- EXISTING GRAVEL AREA
- EXISTNG ASPHALT MILLINGS AREA
- EXISTING WETLAND AREA
- EXISTING BUILDING
- EXISTING PAINT MARKING
- EXISTING WAY FINDING SIGN
- AIRCRAFT TIE DOWN
- EXISTING SURVEY MONUMENT
- FENCE POST
- SINGLE GATE
- DOUBLE GATE
- GC GATE CONTROLER
- CR CARD READER

SAFETY & NAVAIDS

- RSA EXISTING RUNWAY SAFETY AREA
- ROFA EXISTING RUNWAY OBJECT FREE AREA
- TSA EXISTING TAXIWAY SAFETY AREA
- TOFA EXISTING TAXIWAY OBJECT FREE AREA
- RPZ EXISTING RUNWAY PROTECTION ZONE
- NAVAID CRITICAL AREA
- BRL EXISTING BUILDING RESTRICTION LINE
- EXISTING AIRPORT BEACON
- EXISTING PAPI SYSTEM
- EXISTING MALS LIGHT
- EXISTING MALS LIGHT BAR
- EXISTING MALS STROBE LIGHT
- EXISTING MALS STROBE LIGHT BAR
- EXISTING LOCALIZER SYSTEM
- EXISTING VASI SYSTEM
- EXISTING WIND CONE
- EXISTING WIND SOCK
- EXISTING REIL
- AWOS EXISTING AWOS SYSTEM
- EXISTING VOR SYSTEM
- EXISTING AIRFIELD ANTENNA
- EXISTING TORNADO SIREN

ABBREVIATIONS

AB	ABANDONED	INT	INTERSECTION	ROFA	RUNWAY OBJECT FREE AREA
AC	ACRE	JFD	JET FUEL DISTRIBUTION	RPZ	RUNWAY PROTECTION ZONE
ADG	AIRPORT DESIGN GROUP	KNB	KANAB AIRPORT	RSA	RUNWAY SAFETY AREA
ARFF	AIRPORT RESCUE AND FIRE FIGHTING	L	LENGTH	RW	RUNWAY
AOA	AIRPORT OPERATIONS AREA	LF	LINEAL FEET	SAF	SANITARY SEWER (FORCE MAIN)
BMPS	BEST MANAGEMENT PRACTICES	LLWAS	LOW LEVEL WIND SHEAR ALERT SYSTEM	SAG	SANITARY SEWER (GRAVITY)
BP	BEGINNING POINT OF ALIGNMENT	LS	LUMP SUM	SDG	STORM WATER DRAINAGE (GRAVITY)
C	CURVE	MGAL	THOUSAND GALLON	SF	SQUARE FEET
CL	CENTERLINE	MH	MANHOLE	SHT	SHEET
CY	CUBIC YARD	MO	MONTH	SOI	SAND/OIL INTERCEPTOR
Δ	DELTA ANGLE	N	NORTHING COORDINATE	SPA	SPACES
DIP	DUCTILE IRON PIPE	NGS	NATURAL GAS	STA	STATION
DIW	DIRTY INDUSTRIAL WASTE	NO.	NUMBER	STL	STEEL
E	EASTING COORDINATE	NOAA	NATIONAL OCEANOGRAPHIC & ATMOSPHERIC ADMINISTRATION	SY	SQUARE YARD
EA	EACH	NIC	NOT IN THIS CONTRACT	T1F	TYPE 1 DE-ICING FLUID
EDB	ELECTRICAL DUCT BANK	NTP	NOTICE TO PROCEED	TW	TAXIWAY
EF	EACH FACE EL ELEVATION	NTS	NOT TO SCALE	TOFA	TAXIWAY OBJECT FREE AREA
EL	ELECTRICAL LINES	OC	ON CENTER	TSA	TAXIWAY SAFETY AREA
EOP	EDGE OF PAVEMENT	OH	OVERHEAD LINES	TYP	TYPICAL
EP	ENDING POINT OF ALIGNMENT	OS	OFFSET FROM ALIGNMENT	UG	UNDERGROUND
EW	EACH WAY	OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION	UDOT	UTAH DEPARTMENT OF TRANSPORTATION
FAA	FEDERAL AVIATION ADMINISTRATION	PB	ELECTRICAL PULL BOX	UMH	UNDERDRAIN MANHOLE
FES	FLARED END SECTION	PC	POINT OF CURVATURE	VSR	VEHICLE SERVICE ROAD
FID	FLIGHT INFORMATION DUCT (FAA)	PGL	PROFILE GRADE LINE	WMD	WASTE WATER MANAGEMENT
FOD	FOREIGN OBJECT DEBRIS	PI	POINT OF INTERSECTION	WWF	WELDED WIRE FABRIC
FOMO	FIXED OR MOVEABLE OBJECT	PT	POINT OF TANGENT		
GAL	GALLON	PVC	POLYVINYL CHLORIDE		
HDPE	HIGH DENSITY POLYETHYLENE PIPE	R	RADIUS		
ID	INSIDE DIAMETER	RCP	REINFORCED CONCRETE PIPE		
ILS	INSTRUMENT LANDING SYSTEM				
INV	INVERT				

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2 OF 10

GENERAL NOTES

1. IF DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, OR REPRESENT A SIGNIFICANT DIFFERENCE BETWEEN THE CONTRACT DOCUMENTS AND FIELD CONDITIONS, THE CONTRACTOR SHALL CONTACT THE RESIDENT PROJECT REPRESENTATIVE (RPR) IMMEDIATELY.

2. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.

3. PROJECT PAY ITEMS PROVIDED ARE TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN. ALL WORK NOT IDENTIFIED WITH A SPECIFIC PAY ITEM SHALL BE CONSIDERED REQUIRED WORK TO COMPLETE THE PROJECT AND IS TO BE INCIDENTAL TO THE COST OF PROJECT PAY ITEMS PROVIDED.

4. CONTRACTOR SHALL KEEP A SET OF AS-BUILT DRAWINGS ON-SITE AND MAKE AVAILABLE TO THE RPR AT ALL TIMES. AS-BUILT SET SHALL BE SUBMITTED TO THE RPR AT THE COMPLETION OF THE JOB. CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING ALL AS-BUILT INFORMATION DURING THE PROJECT. THE CONTRACTOR SHALL NOTE, AND BRING TO THE RPR'S ATTENTION, ANY DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS.

5. ALL DAMAGE TO UTILITIES, PAVEMENT, EQUIPMENT, OR STRUCTURES FROM CONSTRUCTION ACTIVITIES SHALL BE IMMEDIATELY REPORTED TO THE RPR. THE RPR SHALL DETERMINE WHETHER REPAIR OR REPLACEMENT IS NECESSARY. ALL REPAIR METHODS SHALL BE SUBMITTED TO THE RPR FOR REVIEW AND APPROVAL PRIOR TO INITIATING THE WORK. REPAIRS SHALL BE MADE AT NO ADDITIONAL COST TO THE AIRPORT AND TO THE APPROVAL OF THE RPR.

6. THE CONTRACTOR SHALL PROVIDE WORKMANSHIP AND MATERIALS THAT ARE OF GOOD QUALITY AND COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

7. CONTRACTOR SHALL PROVIDE THE NECESSARY NUMBER OF RADIOS FOR HIS/HER WORKFORCE.

8. SWEEPER(S) SHALL BE AVAILABLE AT ALL TIMES TO CLEAN FOREIGN OBJECT DEBRIS (FOD) FROM HAUL ROUTE OR OTHER AREAS ADJACENT TO CONSTRUCTION ACTIVITY. CONTRACTOR SHALL CONSTANTLY MONITOR AIRCRAFT MOVEMENT AREAS FOR FOD AND IMMEDIATELY REMOVE ALL DEBRIS.

9. PRIOR TO OPENING OR CLOSING A RUNWAY OR TAXIWAY, THE CONTRACTOR MUST, THROUGH THE AIRPORT, GIVE NOTICE USING THE NOTICE TO AIRMAN (NOTAM) SYSTEM OF PROPOSED LOCATION, TIME AND DATE OF COMMENCEMENT OF CONSTRUCTION AND THE DURATION OF THE CLOSURE.

10. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK SHALL BE INSPECTED AND APPROVED BY THE RPR.

11. DIMENSIONING FOR LAYOUTS AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWINGS. IF PERTINENT DIMENSIONS ARE NOT SHOWN, CONTACT THE RPR FOR CLARIFICATION AND RECORD DIMENSIONS ON AS-BUILT DRAWINGS.

12. CONTRACTOR SHALL HAVE A COPY OF THE CURRENT FAA ADVISORY CIRCULAR (AC) 150/5340-1M "STANDARDS FOR AIRPORT MARKINGS" ON SITE AT ALL TIMES. ANY DISCREPANCY BETWEEN INFORMATION SHOWN ON THE PLAN SHEETS AND THE ADVISORY CIRCULAR SHALL BE COORDINATED WITH THE RPR FOR DIRECTION.

13. DURING SEAL COAT OPERATIONS, THE CONTRACTOR SHALL HAVE A REPRESENTATIVE FROM THE GSB-88 MANUFACTURER ON SITE TO ENSURE THAT THE SEAL COAT OPERATIONS ARE PERFORMED TO MANUFACTURERS RECOMMENDATIONS.

PERMITTING

1. PRELIMINARY PERMITTING INFORMATION WILL BE SUBMITTED BY THE RPR PRIOR TO AWARD OF CONTRACT. SPECIFIC ITEMS THAT WILL NEED TO BE COMPLETED BY THE CONTRACTOR INCLUDE BUT ARE NOT LIMITED TO SUPPLYING NECESSARY BONDING, PAYMENT OF ALL FEES, REVIEW OF ALL CALCULATIONS AND ASSUMPTIONS MADE BY THE RPR PRIOR TO AWARD. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

2. THE CONTRACTOR SHALL SUBMIT A COPY OF ALL PERMITS REQUIRED FOR THE PROJECT TO THE RPR, FOR HIS REVIEW.

SITE ACCESS AND STAGING

1. DURING CONSTRUCTION, THE CONTRACTOR SHALL MINIMIZE DISTURBANCES TO ALL CONSTRUCTION AREAS AND ACCESS ROUTES. THIS INCLUDES EQUIPMENT AND VEHICULAR RUTS CREATED IN ANY PAVEMENTS, ANY HAUL/ACCESS ROADS, OR ANY INFIELD/SAFETY AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OR ROADS. REPAIRS SHALL BE MADE AT NO ADDITIONAL COST TO THE AIRPORT AND TO THE SATISFACTION OF THE RPR.

2. BEFORE ESTABLISHING SITE ACCESS AND HAUL ROUTES, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE RPR. WHEN POSSIBLE, ACCESS/HAUL ROUTES SHALL UTILIZE EXISTING ROADS. THE CONTRACTOR SHALL MAINTAIN AIRPORT SECURITY AT ALL TIMES.

3. CONTRACTOR SHALL EXAMINE THE EXISTING PAVEMENTS THAT WILL BE USED FOR HAULING OF MATERIAL AND EQUIPMENT, AND DETERMINE THE PAVEMENTS ABILITY TO WITHSTAND CONTRACTOR OPERATIONS WITHOUT CAUSING DAMAGE TO THE PAVEMENT. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR TO THE APPROVAL OF THE RPR AND AT NO ADDITIONAL COST TO THE AIRPORT.

4. ALL CONTRACTOR EMPLOYEES SHALL BE REQUIRED TO PARK IN THE CONTRACTORS DESIGNATED STAGING AREA ONLY AND SHALL BE DRIVEN TO THE PROJECT SITE BY DESIGNATED CONSTRUCTION VEHICLES.

5. WHENEVER CONSTRUCTION TRAFFIC IS REQUIRED TO CROSS AN ACTIVE RUNWAY, TAXIWAY, TAXILANE, OR INTERRUPT NORMAL TRAFFIC FLOW ON APRONS OR RAMPS, THE CONTRACTOR SHALL PROVIDE FLAGGERS AT THE CROSSING(S) AS REQUIRED BY THE CONSTRUCTION PHASING DRAWINGS OR AS DIRECTED BY THE RPR OR THE AIRPORT (INCIDENTAL TO ITEM C-105).

SUBMITTALS

1. THE CONTRACTOR SHALL SUBMIT A DETAILED LISTING OF ALL SUBMITTALS (E.G., MATERIAL CERTIFICATION, AND PRODUCT INFORMATION) AND SHOP DRAWINGS REQUIRED BY THE TECHNICAL SPECIFICATIONS.

2. THE CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTALS FOR THE RPR'S APPROVAL AT LEAST TEN (10) DAYS PRIOR TO ORDERING.

TRAFFIC CONTROL

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND PROVIDING ALL REQUIRED TRAFFIC CONTROL FOR THE PROJECT'S ACCESS LOCATIONS, INCLUDING ANY REQUIREMENTS OF KANAB CITY. ALL ASSOCIATED COSTS ARE INCIDENTAL TO CONSTRUCTION AND WILL NOT BE PAID SEPARATELY.

2. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH LOCAL JURISDICTIONAL REQUIREMENTS FOR APPROVAL PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ANY AND ALL TRAFFIC CONTROL DEVICES.

MATERIAL SUPPLY AND DISPOSAL

1. ALL MATERIALS MUST BE OBTAINED FROM AN UNDESIGNATED SOURCE UNLESS OTHERWISE IDENTIFIED IN THE PLANS OR SPECIFICATIONS.

2. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE AIRPORT PROPERTY AT NO COST TO THE AIRPORT UNLESS OTHERWISE DIRECTED BY THE AIRPORT.

SAFETY

1. DURING CONSTRUCTION, THE CONTRACTOR SHALL COMPLY WITH FAA AC 150/5370 -2G "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".

2. ALL VEHICLES AND EQUIPMENT WORKING ON THE SITE SHALL BE EQUIPPED WITH STANDARD FAA MARKINGS PER FAA AC 150/5210-5D. "PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT," OR BE ESCORTED BY A PROPERLY MARKED VEHICLE. ANY VEHICLE OR EQUIPMENT OPERATING WITHIN THE AIRPORT'S PERIMETER FENCE NOT PROPERLY MARKED OR ESCORTED MAY NOT OPERATE ON THE SITE AND MUST BE REMOVED IMMEDIATELY. ANY DELAY OR COST TO CONTRACTOR OPERATIONS FROM UNMARKED OR UNESCORTED VEHICLES OR EQUIPMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. STANDARD FAA VEHICLE FLAGS (3 FOOT BY 3 FOOT ORANGE AND WHITE) MAY BE USED DURING DAYTIME HOURS. FLASHING BEACONS MAY BE USED AT ANY TIME. BACKUP ALARMS ARE REQUIRED AND SHALL BE PROXIMITY BASED AND ADJUSTED FROM SURROUNDING NOISE LEVELS.

3. THE CONTRACTOR SHALL PROCURE TWO RUNWAY CLOSURE MARKERS (RCM). THE CONTRACTOR SHALL PLACE THE MARKERS OVER THE RUNWAY DESIGNATION NUMBERS AT ALL TIMES WHEN RUNWAY IS CLOSED TO AIR TRAFFIC. THE CONTRACTOR SHALL MAKE SURE THE RCM'S ARE PROPERLY ANCHORED, SO THEY CANNOT MOVE IN HEAVY WINDS, SEE RCM NOTES ON SHEET G051 FOR ADDITIONAL INFORMATION. RCM'S SHALL BE TRANSFERRED AND STORED ON AN IMPROVED SURFACE. ALL COSTS ASSOCIATED WITH PROCURING, DELIVERY, USE, OPERATION, AND MAINTENANCE OF RCM'S SHALL BE INCLUDED IN ITEM C-105.

4. CONTRACTOR SHALL MAINTAIN AIRPORT PERIMETER SECURITY FOR THE DURATION OF THE PROJECT.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO, TRAFFIC CONTROL AND SECURITY.

6. CONTRACTOR SHALL MAINTAIN EMERGENCY ACCESS THROUGH PROJECT SITE AT ALL TIMES. ALL ROADWAYS (TEMPORARY OR PERMANENT) SHALL BE MAINTAINED BY CONTRACTOR.

QUANTITIES

1. ALL STATED QUANTITIES ARE CONSIDERED APPROXIMATE. ACTUAL QUANTITIES WILL BE DETERMINED BY THE RPR FROM WORK IN-PLACE.

2. ACTUAL RATES OF APPLICATION WILL BE DETERMINED BY THE RPR.

3. THE PROJECT PAY ITEMS PROVIDED ARE TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN IN THE CONTRACT DOCUMENTS. ALL WORK NOT IDENTIFIED WITH A SPECIFIC PAY ITEM IS TO BE CONSIDERED REQUIRED WORK TO COMPLETE THE PROJECT, AND IS TO BE INCIDENTAL TO THE COST OF PROJECT PAY ITEMS PROVIDED.

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PROFESSIONAL ENGINEER
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City of Kanab Utah

KANAB MUNICIPAL AIRPORT

GENERAL NOTES

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3 OF 10

PHASING LEGEND

- CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA
- RPZ — RUNWAY PROTECTION ZONE
- X — AOA FENCE
- FLASHER BARRICADE
- RUNWAY CLOSURE MARKER
- CONTRACTOR GATE ACCESS
- CRACK SEAL, SEAL COAT, AND PAVEMENT MARKINGS
- CONTRACTOR STAGING AREA

GRAPHIC SCALE

300 0 300 600

(IN FEET)

CONSTRUCTION PHASING NOTES

SCHEDULE I	MAJOR WORK TO BE COMPLETED	NOTES
DURATION 8 WORKING DAYS: 3 DAYS - CRACK SEALING 3 DAYS - SEAL COAT AND TEMPORARY PAINT 2 DAYS - PERMANENT PAINT CONTRACTOR ACCESS TIMES 24 HOUR ACCESS TO APPROVED WORK AREAS ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS SCHEDULE WITH THE FOLLOWING EXCEPTIONS: • RUNWAY 1-19 WILL BE CLOSED • TAXIWAYS WILL BE CLOSED • TIE DOWN AND GENERAL USE APRONS WILL BE CLOSED	SURFACE PREPARATION 1. ROUTING AND CLEANING EXISTING CRACKS SURFACE TREATMENT 1. SEAL PAVEMENT CRACKS 2. EMULSIFIED ASPHALT SEAL COAT (AFTER CRACK SEAL IS COMPLETED) PAVEMENT MARKINGS 1. TEMPORARY PAVEMENT MARKINGS (APPLIED TO RUNWAY CENTERLINES AND LEAD IN LINES AFTER THE SEAL COAT APPLICATION) 2. PERMANENT PAVEMENT MARKINGS (30 DAYS AFTER THE SEAL COAT APPLICATION)	1. CRACK SEAL SHALL BE APPLIED DURING WINTER 2025/EARLY SPRING 2026. 2. SEAL COAT SHALL BE APPLIED DURING LATE SPRING OR EARLY SUMMER 2026. 3. PERMANENT PAINT SHALL BE APPLIED 30 DAYS AFTER THE SEAL COAT APPLICATION. 4. THE CONTRACTOR SHALL GIVE RIGHT OF WAY TO ALL AIRCRAFT AND EMERGENCY VEHICLES AT ALL TIMES. 5. THE CONTRACTOR SHALL MAINTAIN EMERGENCY ACCESS TO THE RUNWAY AT ALL TIMES. 6. NO WORK, OPEN EXCAVATIONS, EQUIPMENT, STOCKPILES, OR PERSONNEL ARE ALLOWED IN THE SAFETY AREAS OR OBJECT FREE AREAS FOR ANY ACTIVE TAXIWAY OR SAFETY AREAS FOR AN ACTIVE RUNWAY WHEN THE AIRPORT IS OPEN. 7. ALL SAFETY AREAS AND OBJECT FREE AREAS FOR ACTIVE AIRPORT PAVEMENTS ARE OFF LIMITS TO THE CONTRACTOR WITHOUT PRIOR APPROVAL FROM AIRPORT OPERATIONS. 8. CONTRACTOR TO PROVIDE RUNWAY CLOSURE MARKERS (RCM) AND INSTALLATION OF MARKERS. RUNWAY CLOSURE MARKERS SHALL BE INSTALLED ON RUNWAY 1-19 DURING CLOSURES. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF RCM'S. 9. CONSTRUCTION MARKERS SHALL BE INSTALLED PER PHASING PLANS AND AS REQUIRED BY FAA AC 150/5370-2G OR AS DIRECTED BY THE RPR. 10. ALL STOCKPILES OR EQUIPMENT ADJACENT TO OBJECT FREE AREAS SHALL BE MARKED AND LIGHTED PER FAA AC 150/5370-2G. 11. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN APPROVED BY THE AIRPORT AND LOCAL JURISDICTION, AND A WORK PLAN FOR THIS SCHEDULE OF WORK. 12. THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION. 13. THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION TRAFFIC LIMITED TO THE APPROVED HAUL ROUTES AS SHOWN ON THE PLANS OR AS APPROVED BY THE RPR. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED ALONG THE HAUL ROUTES OR CONSTRUCTION ACCESS ROUTES TO THE PROJECT SITE. HAUL ROADS WILL BE MAINTAINED AND RESTORED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR AT NO EXPENSE TO THE AIRPORT. 14. ACCESS TO WORK AREAS WILL BE BY HAUL ROUTES ONLY. 15. UNICOM - MONITOR 122.8 MHZ AT ALL TIMES. 16. AIRFIELD SIGNS PROVIDING DIRECTIONS TO CLOSED AREAS SHALL BE COVERED. ALL AREAS CLOSED TO AIRCRAFT SHALL NOT BE LIGHTED. EDGE LIGHTS IN CLOSED AREAS SHALL BE TURNED OFF USING JUMPERS OR COVERED. ADEQUATE LIGHTING, IN THE OPINION OF THE RPR, SHALL BE PROVIDED TO DELINEATE THE ACTIVE AND CLOSED AREAS OF THE AOA. THE ABOVE ITEMS ARE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS. CONTRACTOR METHOD FOR COVERING OF LIGHTS AND SIGNS SHALL BE APPROVED BY THE RPR. SHALL PREVENT DAMAGE TO THE EQUIPMENT AND SHALL BE SECURED TO PROTECT AGAINST JET BLAST AND MUD. 17. ALL COMPONENTS OF THE AIRFIELD LIGHTING SYSTEM OUTSIDE OF THE PROJECT AREA SHALL BE OPERATIONAL AT THE END OF EACH WORK SHIFT AND FOR EVERY PERIOD OF LOW VISIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TEMPORARY JUMPERS AND OTHER EQUIPMENT NECESSARY TO MAINTAIN AN OPERATIONAL SYSTEM DURING CONSTRUCTION. TEMPORARY JUMPERS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS. ALL TEMPORARY JUMPERS SHALL BE INSTALLED IN CONDUIT. 18. MATERIAL STORAGE WITHIN THE PROJECT LIMITS MUST BE APPROVED BY THE RPR. 19. HAUL ROUTES TO AND FROM THE PROJECT SITE MUST BE APPROVED BY THE RPR. 20. OPERATIONS WITHIN THE AOA MUST BE APPROVED BY THE RPR. SUFFICIENT NOTICE OF THE OPERATIONS MUST BE GIVEN TO THE RPR. 21. SEE SAFETY PLAN FOR SPECIFIC SAFETY REQUIREMENTS. 22. ALL PAVEMENT MARKINGS WILL BE PROTECTED FROM SEAL COAT APPLICATIONS. 23. TEMPORARY PAVEMENT MARKINGS WILL BE APPLIED TO RUNWAY CENTERLINES AND LEAD IN LINES. 24. PERMANENT PAVEMENT MARKINGS WILL BE APPLIED AFTER THE SEAL COAT HAS CURED.

SAFETY & OBJECT FREE AREAS

RUNWAY 1/19	
RUNWAY SAFETY AREA (RSA)	75' FROM RW CENTERLINE
RUNWAY EXTENDED SAFETY AREA (RSA)	300' FROM RW END
RUNWAY OBJECT FREE AREA (ROFA)	250' FROM RW CENTERLINE
TAXIWAYS	
TAXIWAY SAFETY AREA (TSA)	39.5' FROM TW CENTERLINE
TAXIWAY OBJECT FREE AREA (TOFA)	62' FROM TW CENTERLINE

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CONSTRUCTION SAFETY PLAN AND OVERALL PHASING PLAN

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RADIO COMMUNICATION FREQUENCY 122.8 MHz

WHEN ON OR NEAR THE AIRFIELD, ALL RADIO COMMUNICATIONS WILL USE THE FREQUENCY LISTED ABOVE .

1. COORDINATION

ALL COORDINATION WILL TAKE PLACE THROUGH THE RESIDENT PROJECT REPRESENTATIVE (RPR) AND THE KANAB AIRPORT MANAGER. NO CLOSURES WITHIN THE MOVEMENT AREAS WILL BE PERMITTED WITHOUT A NOTAM IN PLACE FOR EACH SPECIFIC CLOSURE. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL GIVE 72 HOURS ADVANCE NOTICE TO THE RPR AND AIRPORT MANAGER FOR FILING OF ALL NOTAMS.

ANY CHANGES TO SCOPE OR SCHEDULE MUST BE NOTIFIED TO THE RPR AND THE AIRPORT MANAGER. ALL PARTIES WILL EVALUATE THE IMPACT OF THE CHANGE AND WILL DETERMINE THE MEASURES NEEDED TO MAINTAIN A SAFE CONSTRUCTION SITE.

AIRPORT RUNWAYS AND TAXIWAYS SHOULD REMAIN IN USE BY AIRCRAFT TO THE MAXIMUM EXTENT POSSIBLE.

AIRCRAFT USE OF AREAS NEAR THE CONTRACTOR'S WORK SHOULD BE CONTROLLED TO MINIMIZE DISTURBANCE TO THE CONTRACTOR'S OPERATION.

CONSTRUCTION THAT IS WITHIN THE SAFETY AREA OF AN ACTIVE RUNWAY, TAXIWAY, OR APRON MUST BE PERFORMED WHEN THE RUNWAY, TAXIWAY, OR APRON IS CLOSED OR USE-RESTRICTED AND INITIATED ONLY WITH PRIOR PERMISSION FROM THE AIRPORT MANAGER AND WITH PROPER NOTAMS IN PLACE.

THE RPR OR AIRPORT MANAGER MAY ORDER THE CONTRACTOR TO SUSPEND OPERATIONS; MOVE PERSONNEL, EQUIPMENT, AND MATERIALS TO A SAFE LOCATION; BARRICADE ANY OPEN TRENCHES AND STAND BY UNTIL AIRCRAFT USE IS COMPLETED.

2. PHASING

THIS PROJECT CONSISTS OF ONE (1) PHASE. SEE CONSTRUCTION SAFETY DRAWINGS FOR PHASING REQUIREMENTS.

CONTRACTOR TO NOTIFY RPR AND THE AIRPORT MANAGER IF A CHANGE IN SCHEDULE IS NEEDED.

3. AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY

ALL WORK WITHIN AIRPORT OPERATIONS AREA (AOA) SHALL CONFORM TO FAA ADVISORY CIRCULAR (AC) 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

CONTRACTOR SHALL ADHERE TO REQUIREMENTS AS MENTIONED ON THIS SHEET AND CONSTRUCTION SAFETY DRAWING. THESE REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO CONSTRUCTION ACCESS ROUTES, CONSTRUCTION LIMITS, AND BARRICADE LOCATIONS.

4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

DURING CONSTRUCTION, NO NAVAID EQUIPMENT WILL BE RELOCATED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING NAVAIDS AND WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE AIRPORT.

5. CONTRACTOR ACCESS

CONTRACTOR HAS ACCESS TO ONE (1) GATE TO ENTER THE AIRPORT. SEE CONSTRUCTION SAFETY DRAWING FOR GATE LOCATION.

CONTRACTOR MOVEMENT SHALL BE RESTRICTED TO THE PRE-DETERMINED ACCESS ROUTES AS SHOWN ON CONSTRUCTION SAFETY DRAWING.

ALL VEHICLES AND EQUIPMENT OPERATING IN THE AOA MUST HAVE FLAG (DAY ONLY) OR BEACON (DAY AND NIGHT) ATTACHED TO THE VEHICLE.

CONTRACTOR IS REQUIRED TO NOTIFY AND COORDINATE WITH THE RPR AND AIRPORT MANAGER PRIOR TO ENTERING ANY ACTIVE SURFACE SAFETY AREAS OR OBJECT FREE AREAS.

CONTRACTOR, SUBCONTRACTOR, AND SUPPLIER EMPLOYEES OR ANY UNAUTHORIZED PERSONS ARE RESTRICTED FROM ENTERING AN AIRPORT AREA THAT WOULD BE HAZARDOUS.

CONTRACTOR IS REQUIRED TO ADHERE TO ALL RULES AND REGULATIONS AS SET BY THE AIRPORT AND FAA AC 150/5370-2G.

6. WILDLIFE MANAGEMENT

CONTRACTOR SHALL ADHERE TO ALL WILDLIFE MANAGEMENT PRACTICES AS STATED IN FAA AC 150/5200-33C, HAZARDOUS WILDLIFE ATTRACTIONS ON OR NEAR AIRPORTS, AND CERTALERT 98-08, GRASSES ATTRACTIVE TO HAZARDOUS WILDLIFE.

CONTRACTOR SHALL MAINTAIN ALL FENCES AND GATES THROUGHOUT THE PROJECT TO THE SATISFACTION OF THE RPR.

CONTRACTOR SHALL NOTIFY THE RPR WHEN A WILDLIFE SIGHTING HAS OCCURRED ON THE PROJECT SITE.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

CONTRACTOR SHALL KEEP ALL PAVEMENTS IN THE AOA INCLUDING APRONS, TAXIWAYS, AND RUNWAYS FREE FROM FOD AT ALL TIMES TO PREVENT ANY DEBRIS FROM BEING INGESTED INTO AN AIRCRAFT'S ENGINE OR ANY DEBRIS FROM BEING LAUNCHED DUE TO JET BLAST.

CONTRACTOR IS REQUIRED TO CONTINUOUSLY MONITOR AND MAINTAIN FOD TO THE SATISFACTION OF THE RPR.

PRIOR TO OPENING ANY PAVEMENT TO AIRCRAFT, THE CONTRACTOR, RPR, AND AIRPORT MANAGER SHALL CONDUCT A SWEEP OF THE PAVEMENT TO VERIFY THAT THE PAVEMENT IS FREE FROM FOD.

THE CONTRACTOR IS ADVISED THAT DUST CONTROL, CLEANUP OF ACTIVE PAVEMENTS, TRACKING DEBRIS ONTO ACTIVE PAVEMENT AND GENERAL JOBSITE CLEANLINESS IS A SERIOUS SAFETY CONCERN. FOD IS CONSIDERED AS ANY ITEM THAT COULD POSSIBLY IMPACT THE OPERATIONS OF AN AIRPORT OR ROADWAY. FOD COULD CAUSE INJURY OR DEATH THROUGH INGESTION IN MOVING AIRCRAFT ENGINES. SPECIFIC ITEMS OF CONCERN INCLUDE, BUT ARE NOT LIMITED TO; ANY PACKAGING FROM MATERIAL INSTALLATION, GRAVEL LEFT ON ACTIVE PAVEMENTS, DUST TRACKED ONTO ACTIVE PAVEMENTS, HAND TOOLS, HARDWARE DROPPED, ETC

8. HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT

CONTRACTOR SHALL NOTIFY RPR AND AIRPORT EMERGENCY PERSONNEL IF HAZARDOUS MATERIALS ARE ENCOUNTERED ON THIS PROJECT.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

AGENCY NAME	AGENCY TYPE	TELEPHONE
AIRPORT ADMINSTRATION	AIRPORT ADMINISTRATION	(435) 644-2299
KANAB CITY POLICE DEPARTMENT	POLICE DEPARTMENT	(435) 644-5854 OR 911
KANAB CITY FIRE DEPARTMENT	FIRE DEPARTMENT	(435) 644-2718 OR 911
BLUE STAKES OF UTAH	UTILITY LOCATE	(800) 662-4111

BEFORE BEGINNING ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR MUST, THROUGH THE RPR AND THE AIRPORT MANAGER, GIVE NOTICE USING THE NOTICE TO AIRMEN (NOTAM) SYSTEM OF PROPOSED LOCATION, TIME, AND DATE OF COMMENCEMENT OF CONSTRUCTION. ALL NOTAMS SHALL BE ISSUED BY THE AIRPORT MANAGER . UPON COMPLETION OF WORK AND RETURN OF ALL SUCH AREAS TO STANDARD CONDITIONS, THE CONTRACTOR MUST COORDINATE WITH THE RPR AND VERIFY THE CANCELLATION OF ALL NOTICES ISSUED VIA THE NOTAM SYSTEM. THROUGHOUT THE PROJECT DURATION, THE CONTRACTOR MUST:

A. BE AWARE OF AND UNDERSTAND THE SAFETY PROBLEMS AND HAZARDS DESCRIBED IN FAA AC 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
B. CONDUCT ACTIVITIES SO AS NOT TO VIOLATE ANY SAFETY STANDARDS CONTAINED IN FAA AC 150/5370-2G OR ANY OF THE REFERENCES THEREIN.
C. INSPECT ALL CONSTRUCTION AND STORAGE AREAS AS OFTEN AS NECESSARY TO BE AWARE OF CONDITIONS.
D. PROMPTLY TAKE ALL ACTIONS NECESSARY TO PREVENT OR REMEDY ANY UNSAFE OR POTENTIALLY UNSAFE CONDITIONS AS SOON AS THEY ARE DISCOVERED.

ANY CHANGES TO SCOPE OR SCHEDULE MUST BE NOTIFIED TO THE RPR AND THE AIRPORT MANAGER SO THAT NOTAMS CAN BE ISSUED, MAINTAINED, AND CANCELED.

IN AN EVENT OF AN EMERGENCY, CONTRACTOR SHALL NOTIFY THE RPR, AND THE AIRPORT MANAGER.

10. INSPECTION REQUIREMENTS

CONTRACTOR SHALL COMPLETE A DAILY INSPECTION FOR SAFETY ON THE PROJECT SITE.

THE CONTRACTOR AND RPR MUST PERFORM ONSITE INSPECTIONS THROUGHOUT THE PROJECT, WITH IMMEDIATE REMEDY OF ANY DEFICIENCIES, WHETHER CAUSED BY NEGLIGENCE, OVERSIGHT, OR SCOPE CHANGE.

CONTRACTOR SHALL COMPLETE A FINAL INSPECTION FOR SAFETY ON THE PROJECT SITE AT THE END OF EACH PHASE.

11. RUNWAY AND TAXIWAY VISUAL AIDS

FLASHER BARRICADES AND RUNWAY CLOSURE MARKERS (RCM'S) ARE TO BE PLACED AS DETAILED IN THE PLANS AND IN ALL DESIGNATED AREAS AS SHOWN ON THE CONSTRUCTION SAFETY DRAWING.

APPROVED FLASHER BARRICADES SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR.

RCM'S SHALL BE PROVIDED BY THE CONTRACTOR AND MAINTAINED BY THE CONTRACTOR.

CONTRACTOR TO COVER ALL TAXIWAY EDGE LIGHTS, TAXIWAY SIGNS, RUNWAY SIGNS, AND APRON EDGE LIGHTS FOR AREAS CLOSED BY NOTAM TO THE APPROVAL OF THE RPR.

12. HAZARD MARKINGS AND LIGHTING

PRIOR TO CLOSING ANY AREAS IN THE AOA TO AIRCRAFT OR EMERGENCY TRAFFIC, CONTRACTOR MUST CLEARLY DEFINE CLOSED AREAS WITH WARNING LIGHTS, BARRICADES, RCM'S, AND FLAGS TO THE APPROVAL OF THE RPR. CONTRACTOR TO REFER TO CONSTRUCTION SAFETY DRAWING.

HAZARDOUS AREAS ON THE MOVEMENT AREA WILL BE MARKED WITH FLASHER BARRICADES. THESE BARRICADES RESTRICT ACCESS AND MAKE HAZARDS OBVIOUS TO AIRCRAFT, PERSONNEL, AND VEHICLES. DURING PERIODS OF LOW VISIBILITY AND AT NIGHT, IDENTIFY HAZARDOUS AREAS WITH RED FLASHING LIGHTS.

13. PROTECTION OF RUNWAY AND TAXIWAY AREAS

SAFETY AREAS - CONTRACTOR SHALL NOT IMPEDE ON THE SAFETY AREAS WITHOUT A CLOSURE OF THE RUNWAY/TAXIWAY BY MEANS OF A NOTAM.

OBJECT FREE AREAS - CONTRACTOR SHALL NOT PLACE EQUIPMENT, MATERIAL, OR STOCKPILES IN THIS AREA. ALL OBJECTS OR MATERIALS ADJACENT TO THIS AREA SHALL BE PROPERLY MARKED/LIT PER FAA AC 150/5370-2G.

OBSTACLE FREE ZONE- CONTRACTOR TO PREVENT PERSONNEL, MATERIAL, AND/OR EQUIPMENT FROM PENETRATING THE OBSTACLE FREE ZONE AS DEFINED IN FAA AC 150/5300-13B, AIRPORT DESIGN.

14. AIRPORT SECURITY

CONTRACTOR SHALL ADHERE TO AIRPORT SECURITY REQUIREMENTS AT ALL TIMES.

15. OTHER LIMITATIONS ON CONSTRUCTION

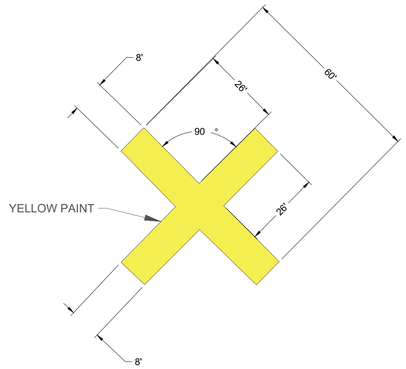
PROHIBITING OPEN-FLAME WELDING OR TORCH CUTTING OPERATIONS UNLESS ADEQUATE FIRE SAFETY PRECAUTIONS ARE PROVIDED AND THESE OPERATIONS HAVE BEEN AUTHORIZED BY THE AIRPORT MANAGER (AS TAILORED TO CONFORM TO LOCAL REQUIREMENTS AND RESTRICTIONS).

PROMINENTLY STOCKPILED MATERIALS AND LIGHTING THESE OBSTACLES DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS.

MARKING AND LIGHTING CLOSED, DECEPTIVE, AND HAZARDOUS AREAS ON AIRPORTS, AS APPROPRIATE. CONSTRAINING STOCKPILED MATERIAL TO PREVENT ITS MOVEMENT AS A RESULT OF THE MAXIMUM ANTICIPATED AIRCRAFT BLAST AND FORECAST WIND CONDITIONS.

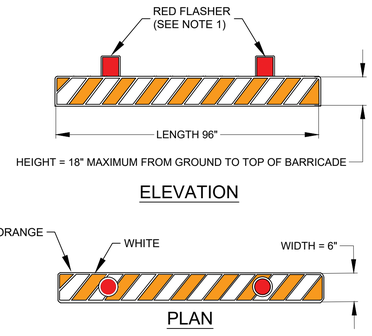
NO USE OF TALL EQUIPMENTS (CRANES, CONCRETE PUMPS, AND SO ON) UNLESS A FAA 7460-1 DETERMINATION LETTER IS ISSUED FOR SUCH EQUIPMENT.

NO USE OF FLARE POTS WITHIN THE AOA.



THE CONTRACTOR WILL PROVIDE AND PLACE FLAT OR FLUSH CROSS OVER THE RUNWAY NUMBER DURING CONSTRUCTION CLOSURES. THE MATERIAL FOR THE CROSS SHALL BE ANY SUITABLE WOOD PLYWOOD, OR FABRIC ACCEPTABLE TO THE RPR. THE MATERIAL SHALL BE PAINTED YELLOW THE CROSS SHALL BE PLACED OVER RUNWAY NUMBER AND SECURED TO THE SURFACE TO PROTECT MOVEMENT FROM WIND AND OR JETBLAST.

1 RUNWAY CLOSURE 'X' MARKER
NOT TO SCALE



1. FLASHER BARRICADES WILL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES. CONSTRACTOR SHALL ALSO PROVIDE SPARE BARRICADES, BATTERIES, AND LIGHT BULBS FOR MAINTENANCE DURING NIGHTTIME HOURS.
2. LOW-PROFILE BARRICADES TO BE PLACED AT 10' INTERVALS ADJACENT TO CONSTRUCTION, AS DIRECTED BY THE RPR.
3. BARRICADES ARE TO BE PLACED IN LOCATIONS SHOWN ON THE PLANS AND AS DIRECTED BY THE RPR THROUGHOUT ALL PHASES OF THE PROJECT.
4. FLASHER BARRICADES WILL BE REQUIRED ALONG THE EDGE OF ANY VERTICAL DROP OFF GREATER THAN 3". AIRPORT OPERATIONS WILL ISSUE NOTAM TO ADVISE AIRCRAFT OF THIS CONDITION.
5. FLASHER BARRICADES ARE TO BE ADEQUATELY WEIGHTED SO THEY WILL REMAIN IN PLACE DURING TIMES OF HIGH WINDS OR AS APPROVED BY THE RPR.

2 FLASHER BARRICADE DETAIL
NOT TO SCALE

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35 South 400 West St, Suite 200
St. George, UT 84770
435.673.4677

ISSUED FOR BID

PROFESSIONAL ENGINEER 8583881 RHONDA S. FORDE 11/13/2025 STATE OF UTAH

RHONDA S. FORDE ● PE-181491
11/13/2025

ISSUANCE SCHEDULE

NO.	BY	DATE	DESCRIPTION
1	R.S.F.	11/13/2025	ISSUED FOR BID

City of Kanab Utah

KANAB MUNICIPAL AIRPORT

CONSTRUCTION SAFETY NOTES AND DETAILS

PROJECT NO:	10016182.06
DATE ISSUED:	11/13/2025
DESIGNED BY:	R.S.F.
DRAWN BY:	L.O.B.
CHECKED BY:	C.L.G.

SHEET ID:

G051

SHEET NO:

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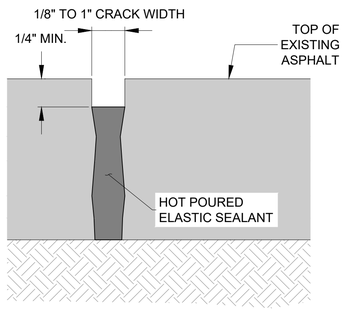

CRACK SEAL NOTES

1. BLOW CRACK CLEAN WITH COMPRESSED AIR PRIOR TO SEALING.
2. CRACKS GREATER THAN 1/8" AND LESS THAN 5/8" MUST BE ROUTED AND CLEANED PRIOR TO SEALING. CRACKS IN EXCESS OF 5/8" DO NOT NEED TO BE routed.
3. FILL CRACKS WITH HOT POURED ELASTIC SEALANT USING A POINT APPLICATOR.
4. ALL ITEMS LISTED IN THE DETAIL ARE INCIDENTAL TO P-601, CRACK SEAL.
5. CUP APPLICATOR SHALL ONLY BE USED ON EXISTING CRACK SEAL THAT PREVIOUSLY WAS SEALED USING A CUP APPLICATOR.
6. CRACK SEAL LOCATIONS TO BE DETERMINED BY THE RPR.

1 ASPHALT CRACK SEAL (< 1" WIDE) DETAIL
NOT TO SCALE

EMULSIFIED ASPHALT SEAL COAT APPLICATION NOTES:

1. SEAL COAT SHALL BE APPLIED AS SHOWN ON THIS PLAN.
2. BARRICADES SHALL BE PLACED BEFORE WORK MAY BEGIN.
3. PRIOR TO THE CONTRACTOR APPLYING SEAL COAT, AN INSPECTION SHALL BE DONE OF THE AREA TO BE TREATED TO ENSURE THERE ARE NO SURVEY MONUMENTS, IN-PAVEMENT LIGHT FIXTURES, OR ANY OTHER STRUCTURES OR EQUIPMENT IN THE PAVEMENT SURFACE. THE CONTRACTOR SHALL COVER ALL ITEMS USING A METHOD APPROVED BY THE RPR.
4. ALL LIGHTS AND SIGNS MUST BE COVERED AND PROTECTED DURING APPLICATION OF SEAL COAT. THE CONTRACTOR IS RESPONSIBLE FOR COVERING AND THEN REMOVING AND DISPOSING OF COVERS. SEAL COAT FOUND ON LIGHTS OR SIGNS SHALL BE CLEANED.
5. CONTRACTOR SHALL COMPLETE ALL CRACK SEALING PRIOR TO APPLYING SEAL COAT IN ANY AREAS.
6. SEAL COAT ON ALL CRITICAL PAVEMENT AREAS SHALL CONTAIN SAND. THIS INCLUDES RUNWAY 1-19. FRICTION TESTING WILL BE COMPLETED ON THIS AREA PRIOR TO OPENING TO AIRCRAFT TRAFFIC.
7. ALL PAVEMENT MARKINGS SHALL BE PROTECTED FROM THE SEAL COAT APPLICATION.
8. PRIOR TO SEAL COAT, PREPARE SURFACE PER PARAGRAPH P-620-3.3c. SURFACE PREPARATION IS INCIDENTAL TO ITEM P-608.
9. APPLICATION SHALL FOLLOW SPECIFICATION P-608 EMULSIFIED ASPHALT SEAL COAT.
10. THE APPLICATION RATE WILL BE DETERMINED BY THE RPR WITH THE MANUFACTURER'S REPRESENTATIVE.
    10.1. APRON: ANTICIPATED APPLICATION IS 2:1 DILUTION WITH 3% POLYMER AND 0.13 - 0.15 APPLICATION RATE.
    10.2. RUNWAY/TAXIWAY: ANTICIPATED APPLICATION IS 2:1 DILUTION WITH 3-3.5% POLYMER AND 0.14 - 0.15+ APPLICATION RATE.

MARKINGS

1. TEMPORARY PAVEMENT MARKINGS WILL BE APPLIED TO THE RUNWAY CENTERLINES AND TAXIWAY LEAD-IN LINES ON THE RUNWAY AS SOON AS THE SEAL COAT HAS CURED.
2. TEMPORARY PAINT SHALL BE APPLIED BEFORE OPENING AREA TO AIRCRAFT.
3. MARKINGS SHALL MATCH THE EXISTING MARKINGS.
4. PERMANENT PAVEMENT MARKINGS WILL BE APPLIED 30 DAYS AFTER THE APPLICATION OF THE SEAL COAT.

CRACK SEAL & SEAL COAT AREA

GRAPHIC SCALE
250 0 250 500
(IN FEET)

WOOLPERT
35 South 400 West St, Suite 200
St. George, UT 84770
435.673.4677

ISSUED FOR BID

PROFESSIONAL ENGINEER
8583881
RHONDA S. FORDE
11/13/2025
STATE OF UTAH

RHONDA S. FORDE ● PE-181491
11/13/2025

ISSUANCE SCHEDULE

NO.	BY	DATE	DESCRIPTION
1	R.S.F.	11/13/2025	ISSUED FOR BID

City of Kanab Utah

KANAB MUNICIPAL AIRPORT

CRACK SEAL & SEAL COAT AREA

PROJECT NO: 10016182.06
DATE ISSUED: 11/13/2025
DESIGNED BY: R.S.F.
DRAWN BY: L.O.B.
CHECKED BY: C.L.G.

SHEET ID:

C200

SHEET NO:

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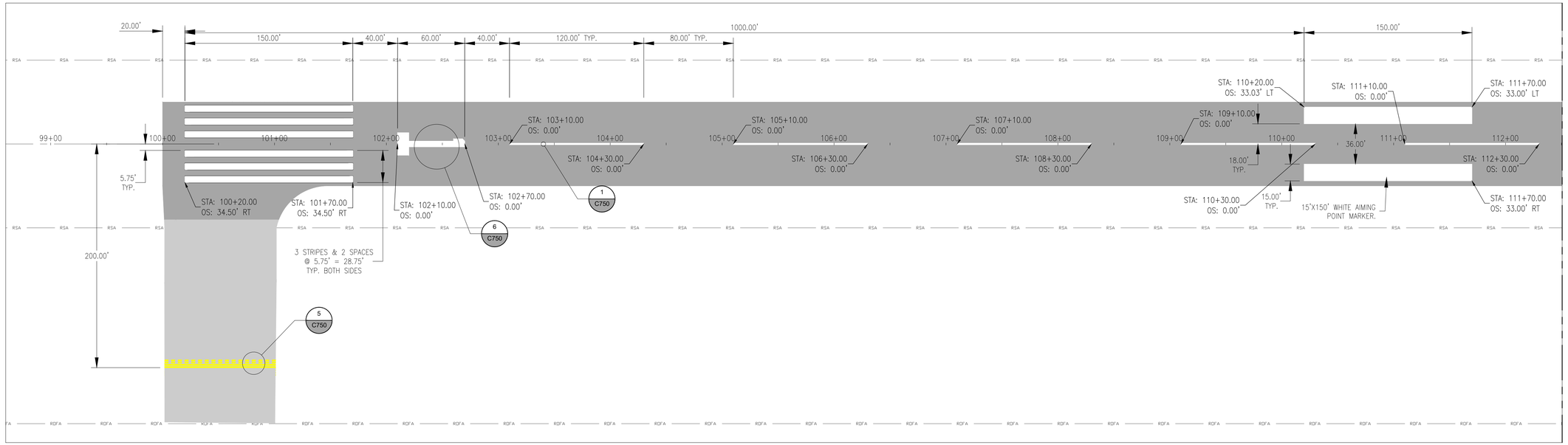

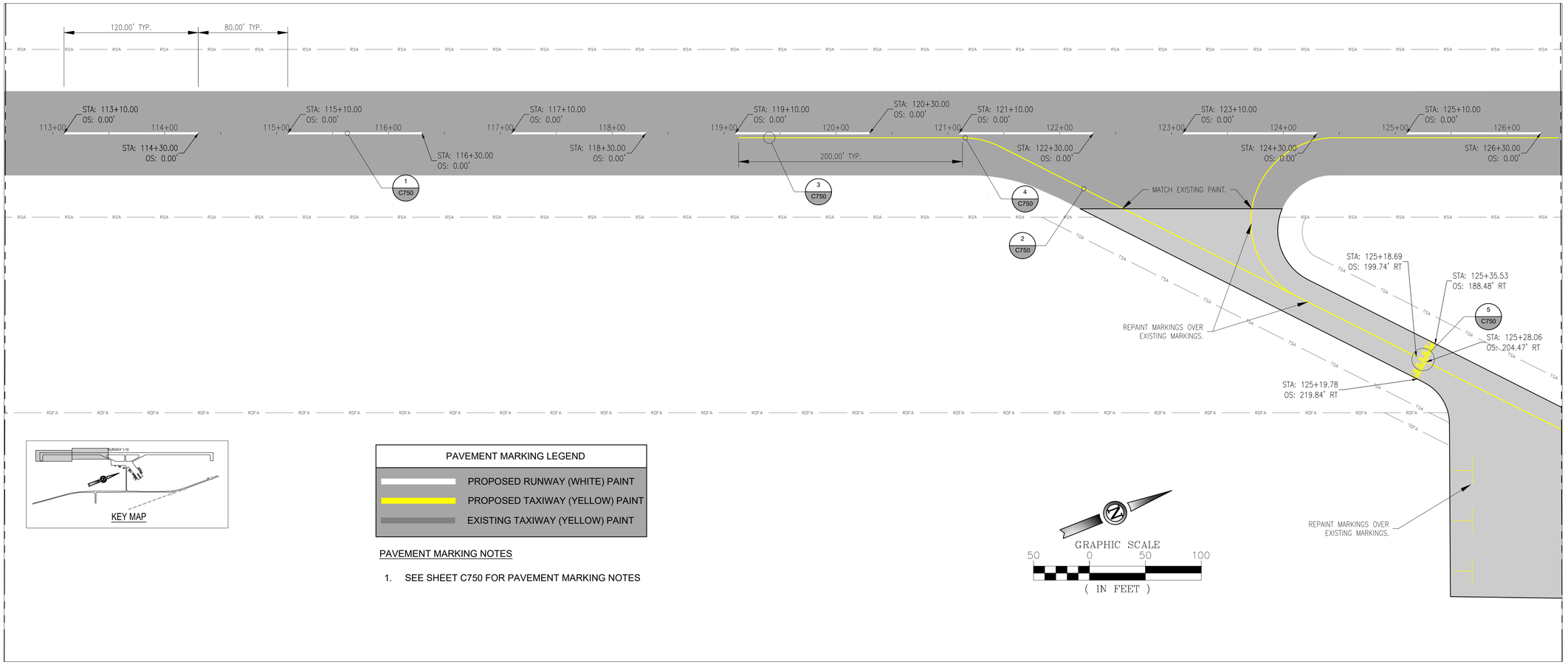

KEY MAP

PAVEMENT MARKING LEGEND
PROPOSED RUNWAY (WHITE) PAINT
PROPOSED TAXIWAY (YELLOW) PAINT
EXISTING TAXIWAY (YELLOW) PAINT

PAVEMENT MARKING NOTES

1. SEE SHEET C750 FOR PAVEMENT MARKING NOTES

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ISSUED FOR BID

PROFESSIONAL ENGINEER
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RHONDA S. FORDE
11/13/2025
STATE OF UTAH

RHONDA S. FORDE ● PE-181491
11/13/2025

ISSUANCE SCHEDULE

NO.	BY	DATE	DESCRIPTION
1	R.S.F.	11/13/2025	ISSUED FOR BID

City of Kanab Utah

KANAB MUNICIPAL AIRPORT

PAVEMENT MARKING PLAN STA. 111+50 TO 124+50

PROJECT NO:	10016182.06
DATE ISSUED:	11/13/2025
DESIGNED BY:	R.S.F.
DRAWN BY:	L.B.
CHECKED BY:	C.L.G.

SHEET ID:

C700

SHEET NO:

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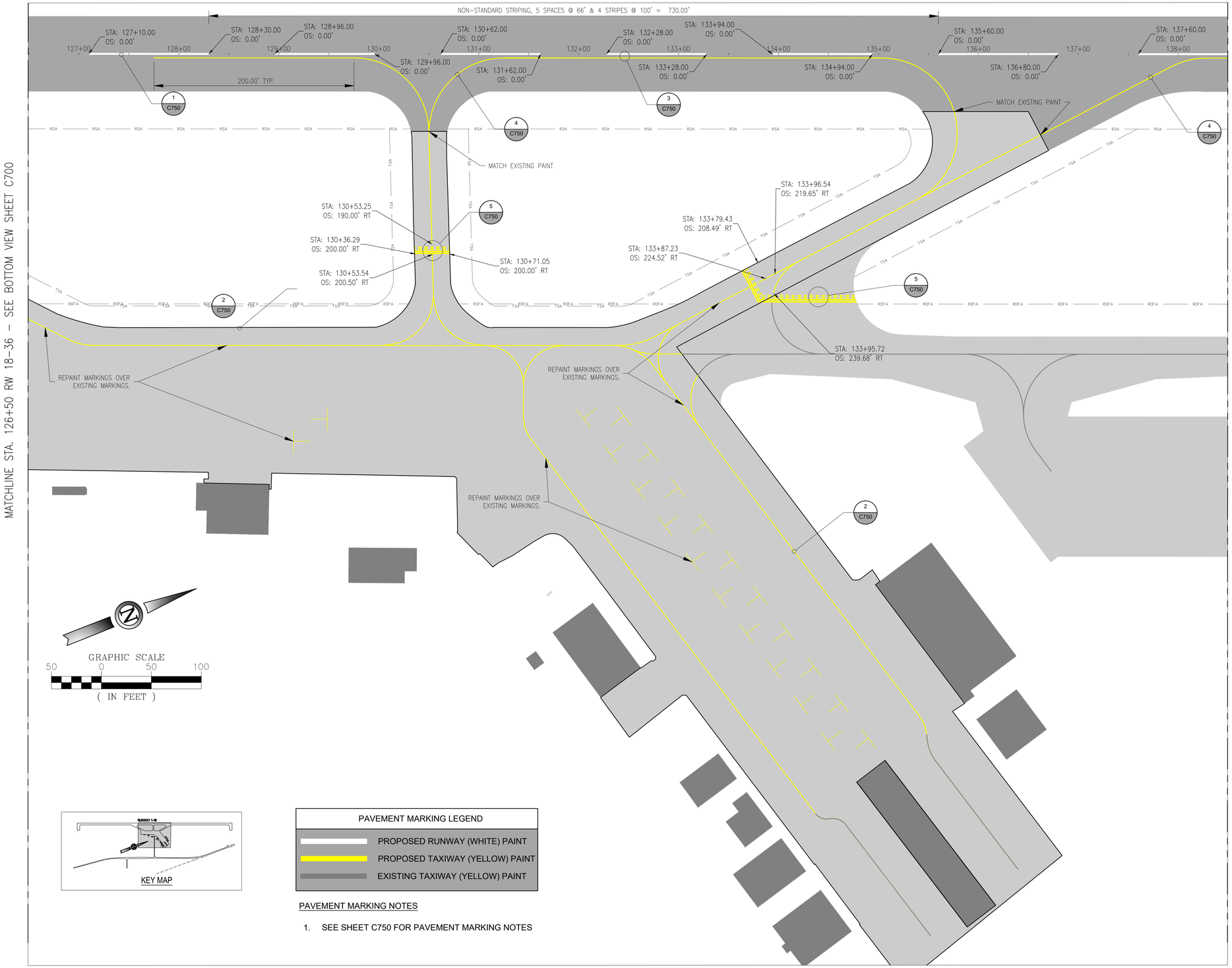

PAVEMENT MARKING NOTES

1. SEE SHEET C750 FOR PAVEMENT MARKING NOTES

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St. George, UT 84770
435.673.4677

ISSUED FOR BID

PROFESSIONAL ENGINEER
8583881
RHONDA S. FORDE
11/13/2025
STATE OF UTAH

RHONDA S. FORDE ● PE-181491
11/13/2025

ISSUANCE SCHEDULE

NO.	BY	DATE	DESCRIPTION
1	R.S.F.	11/13/2025	ISSUED FOR BID

City of Kanab Utah

KANAB MUNICIPAL AIRPORT

PAVEMENT MARKING PLAN STA. 124+50 TO 137+50

PROJECT NO:	10016182.06
DATE ISSUED:	11/13/2025
DESIGNED BY:	L.O.B.
DRAWN BY:	L.O.B.
CHECKED BY:	C.L.G.

SHEET ID:

C701

SHEET NO:

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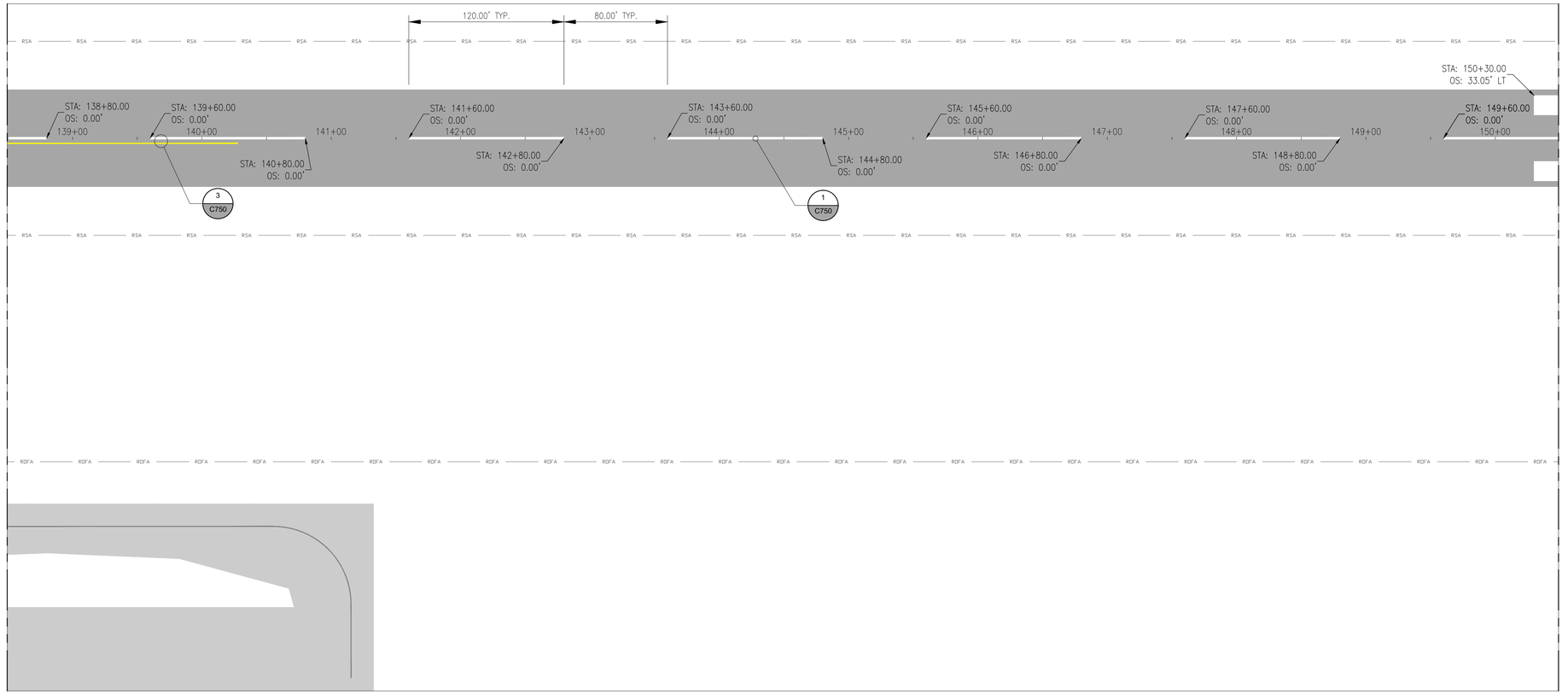
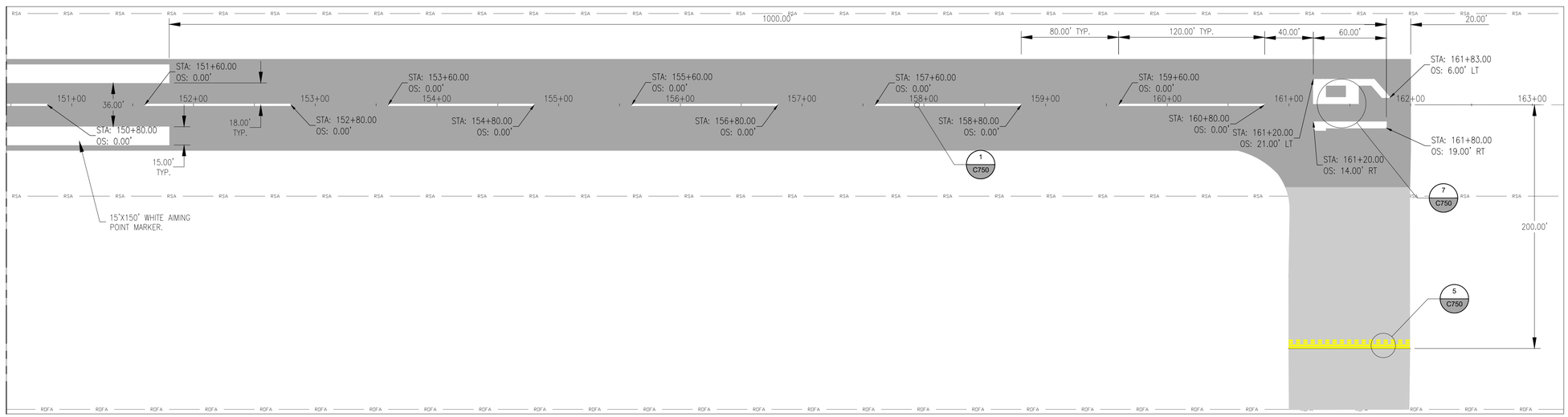
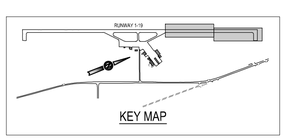


MATCHLINE STA. 138+50 – SEE SHEET C701

MATCHLINE STA. 150+50 – SEE BOTTOM VIEW



MATCHLINE STA. 150+50 – SEE TOP VIEW



KEY MAP

PAVEMENT MARKING LEGEND
PROPOSED RUNWAY (WHITE) PAINT
PROPOSED TAXIWAY (YELLOW) PAINT
EXISTING TAXIWAY (YELLOW) PAINT

PAVEMENT MARKING NOTES

1. SEE SHEET C750 FOR PAVEMENT MARKING NOTES

GRAPHIC SCALE
50 0 50 100
(IN FEET)

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ISSUED FOR BID

PROFESSIONAL ENGINEER
8583881
RHONDA S. FORDE
11/13/2025
STATE OF UTAH

RHONDA S. FORDE ● PE-181491
11/13/2025

ISSUANCE SCHEDULE

NO.	BY	DATE	DESCRIPTION
1	R.S.F.	11/13/2025	ISSUED FOR BID

City of Kanab Utah

KANAB MUNICIPAL AIRPORT

PAVEMENT MARKING PLAN STA. 137+50 TO 161+80

PROJECT NO: 10016182.06
DATE ISSUED: 11/13/2025

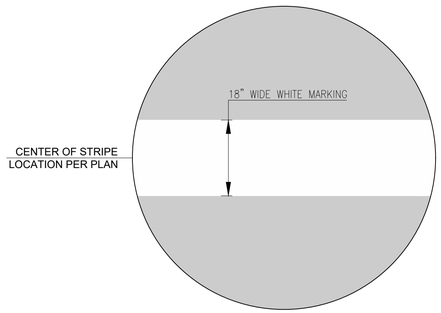
DESIGNED BY: L.O.B.
DRAWN BY: L.O.B.
CHECKED BY: C.L.G.

SHEET ID:

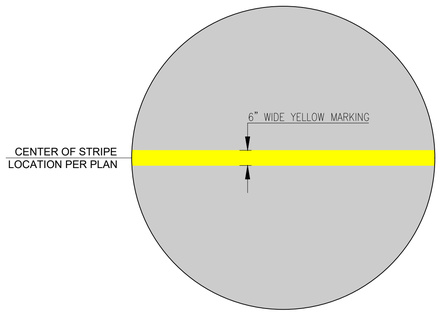
C702

SHEET NO:

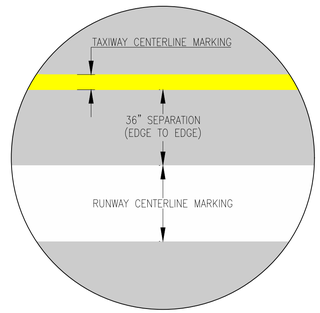
9 OF 10



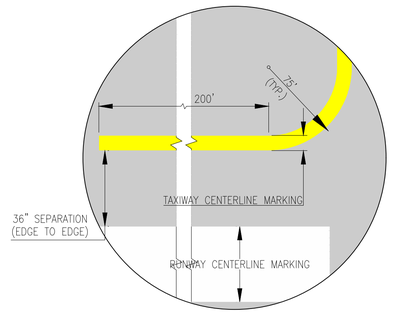
1 RUNWAY CENTERLINE DETAIL
NOT TO SCALE



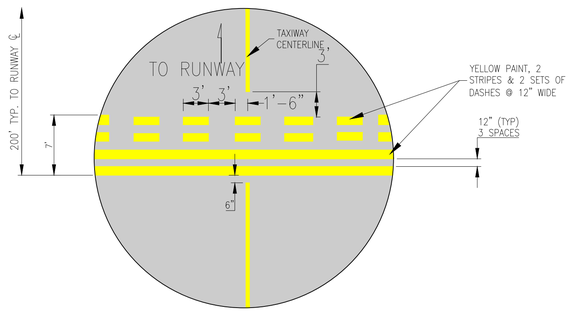
2 TAXIWAY CENTERLINE DETAIL
NOT TO SCALE



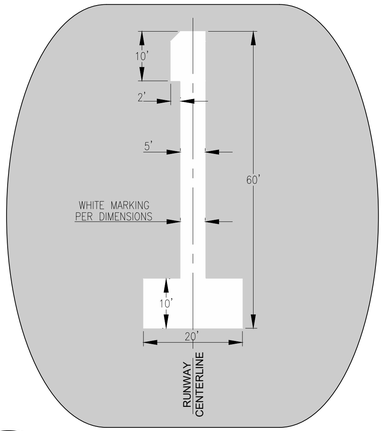
3 PARALLEL RUNWAY & TAXIWAY CENTERLINE SEPARATION DETAIL
NOT TO SCALE



4 TAXIWAY LEAD IN LINE DETAIL
NOT TO SCALE



5 HOLDING POSITION DETAIL
NOT TO SCALE



6 RUNWAY DESIGNATION NUMBER "1"
N.T.S.

7 RUNWAY DESIGNATION NUMBERS "19"
N.T.S.

WOOLPERT
35 South 400 West St, Suite 200
St. George, UT 84770
435.673.4677

ISSUED FOR BID

PROFESSIONAL ENGINEER
8583881
RHONDA S. FORDE
11/13/2025
STATE OF UTAH

RHONDA S. FORDE ● PE-181491
11/13/2025

ISSUANCE SCHEDULE

NO.	BY	DATE	DESCRIPTION
1	R.S.F.	11/13/2025	ISSUED FOR BID

City of Kanab Utah

KANAB MUNICIPAL AIRPORT

PAVEMENT MARKING DETAILS

PROJECT NO:	10016182.06
DATE ISSUED:	11/13/2025
DESIGNED BY:	L.O.B.
DRAWN BY:	L.O.B.
CHECKED BY:	C.L.G.

SHEET ID:

C750

SHEET NO:

10 OF 10

PROJECT MANUAL

UDOT FY 2026 Pavement Maintenance

Schedule I - Pavement Maintenance

Kanab Municipal Airport

UDOT Project No. 269941

City of Kanab

Issued for Bid

November 13, 2025

Prepared by:

35 South 400 West, Ste. 200
St. George, UT 84770
(435) 574-5305

Woolpert.com

WOOLPERT

KANAB MUNICIPAL AIRPORT

QUALITY

At Woolpert, quality is the cornerstone of our business. We invite your comments and suggestions for improving this document.

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PART 1: GENERAL

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ENGINEER'S CERTIFICATIONS

I, Rhonda Forde, PE, hereby state that the following items are approved under my Professional Engineer Seal.

LIST OF SPECIFICATIONS

Rhonda Forde, PE
Certified By:

PART 1: GENERAL
- Engineer's Certifications
- Notice to Bidders
- Instruction to Bidders

PART 2: BIDDING DOCUMENTS
- Bid Proposal Form
- Bid Bond/Security
- Contractor Information
- List of Subcontractors
- Bid Proposal Summary

PART 3: CONTRACT DOCUMENTS
- Construction Agreement
- Performance and Payment Bonds
- Performance Bond Form
- Payment Bond Form
- Notice of Award
- Notice to Proceed
- Notice of Contractor's Settlement

PART 4: GENERAL PROVISIONS
- Section 10 – Definition of Terms
- Section 20 – Proposal Requirements and Conditions
- Section 30 – Award and Execution of Contract
- Section 40 – Scope of Work
- Section 50 – Control of Work
- Section 60 – Control of Materials
- Section 70 – Legal Regulations and Responsibility to Public
- Section 80 – Execution and Progress
- Section 90 – Measurement and Payment

PART 5: SPECIAL PROVISIONS
- Federal Provisions
- State Provisions
- Local Provisions

PART 6: TECHNICAL SPECIFICATIONS
- ITEM C-105 Mobilization
- ITEM P-601 Crack Sealing
- ITEM P-608 Emulsified Asphalt Seal Coat
- ITEM P-620 Runway and Taxiway Painting

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NOTICE TO BIDDERS

Kanab Municipal Airport
Kanab, Utah
UDOT FY 2026 Pavement Maintenance
UDOT Project No. 269941

Project Bids, subject to the conditions contained herein, for improvements to the Kanab Municipal Airport, Kanab, Utah, UDOT Project No. 269941 will be received by the Kanab Municipal Airport, Kanab City Offices, Kanab, Utah, 84741, until Thursday, December 18, 2025, at 2:00 p.m. Bids to be mailed shall be addressed to the attention of Brennan Jones, Airport Manager, Kanab City Offices, 26 North 100 East, Kanab, Utah, 84741, and will be clearly marked "Sealed Bids: UDOT FY 2026 Pavement Maintenance. DO NOT OPEN". At the time listed above, the received sealed bids will be publicly opened and read aloud immediately in the aforementioned location that they were received.

The bidding documents are available at https://woolpert.com/bid and/or www.questcdn.com - Reference Quest Number 9953021. To be considered a plan holder for bids, register with QuestCDN.com for a free Regular membership and download the bidding documents in digital form at a cost of $22.00. Downloading the documents and becoming a plan holder is recommended as plan holder's receive automatic notice of addenda, other bid updates. Contact QuestCDN Customer Support at 952-233-1632 or Support@QuestCDN.com for assistance in membership registration or downloading digital bidding documents. Interested parties may view the contract documents at no cost prior to deciding to become a plan holder.

In order to submit a responsive bid as a Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's List. It is the planholder's responsibility to review the site for addendums and changes before submitting their proposal. This includes review for environmental changes. For additional information, please contact us via email at bid.info@woolpert.com.

The work involved will include the following:
Schedule I - Pavement Maintenance

The approximate quantities of major bid items involved in the proposed work are:

P-601a, Routed Crack Seal – 15,500 LF
P-601b, Reseal Crack Seal – 13,400 LF
P-608a, Emulsified Asphalt Seal Coat – 86,700 SY
P-620a, Temporary Pavement Markings – 6,800 SF
P-620b, Permanent Pavement Markings – 26,800 SF

Bid Conditions. All bidders are encouraged to make arrangements with the Kanab Municipal Airport to examine the site to become familiar with all site conditions prior to submitting their bid.

The bidder is required to provide all information as required within the Contract Documents. The bidder is required to bid on all items of every schedule or as otherwise detailed in the Instructions to Bidders.

Bids may be held by Sponsor for a period not to exceed 60 calendar days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

No Bidder may withdraw its bid after the bid has been opened. The City of Kanab reserves the right to waive any informality in bidding and to reject any and all bids.

All questions regarding the bid are to be directed to Rhonda Forde, 35 South 400 West, Ste. 200, St. George, UT 84770, rhonda.forde@woolpert.com.

Bid Bond. Guarantee will be required with each bid as a certified check on a solvent bank or a Bid Bond in the amount of five (5) % of the total amount of the bid, made payable to the City of Kanab.

Performance & Payment Bond. The successful bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the contract price.

FEDERAL LANGUAGE REQUIRED FOR SOLICITATIONS:

TITLE VI SOLICITATION NOTICE:

The City of Kanab, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, select businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

City of Kanab
Kanab, Utah

INSTRUCTION TO BIDDERS

Hereinafter in these Contract Documents including these Instructions to Bidders, Sponsor/Owner refers to City of Kanab, Engineer refers to the Design Firm Woolpert, 35 South 400 West, Ste. 200, St. George, UT 84770 and Resident Project Representative (RPR) refers to Sponsor's chosen construction manager or representative, which may be the same as the Engineer.

1) Bidding Documents

a) Complete sets of the Bidding Documents may be obtained in the number and format stated in the Notice to Bidders.

b) Complete sets of Bidding Documents shall be used in preparing Bids; neither Sponsor nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

c) Sponsor and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

2) Site and Other Areas; Existing Site Conditions; Examination of Site; Sponsor's Safety Program; Other Work at the Site

a) The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Sponsor for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

b) Existing Site Conditions

i) Subsurface and Physical Conditions; Hazardous Environmental Conditions

ii) The Supplementary Information, if available, consists of:

(1) those reports known to Sponsor of explorations and tests of subsurface conditions at or adjacent to the Site.

(2) those drawings known to Sponsor of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

(3) reports and drawings known to Sponsor relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

(4) Technical Data contained in such reports and drawings.

iii) Sponsor will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely has been identified and established in the contract documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the Supplementary Information or any other data, interpretations, opinions, or information contained in such reports or drawings.

c) Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Sponsor and Engineer by owners of such Underground Facilities, including Sponsor, or others.

d) Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, hazardous materials, environmental conditions, uncharted subsurface utilities, and other physical conditions and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions shall be addressed as Extra Work under General Provision 40-04.

3) Site Visit and Testing by Bidder

a) Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.

i) On request, and to the extent Sponsor has control over the Site, and schedule permitting, the Sponsor will provide Bidder access to the Site to conduct such additional examinations, investigations,

explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Sponsor will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Sponsor's authority regarding the Site.

ii) Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Sponsor or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

b) Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

i) Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4) Sponsor's Safety Program

a) Site visits and work at the Site may be governed by a Sponsor safety program. Refer to the Construction Safety and Phasing plans and document as noted in the Supplementary Conditions.

5) Other Work at the Site

a) Reference is made to the Supplementary Conditions for the identification of the general nature of other work of which Sponsor is aware (if any) that is to be performed at the Site by Sponsor or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Sponsor is party to a written contract for such other work, then on request, Sponsor will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

6) Bidder's Representations: It is the responsibility of each Bidder before submitting a Bid to:

a) examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

b) visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

c) become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

d) carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

e) consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

f) agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

g) become aware of the general nature of the work to be performed by Sponsor and others at the Site that relates to the Work as indicated in the Bidding Documents;

h) promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

i) determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

j) agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

7) Interpretations and Addenda

a) All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

b) Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

8) Bid Security

a) A Bid must be accompanied by Bid security made payable to Sponsor in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) when (1) the total amount of your accumulative bid is more than $20,000 or (2) is required elsewhere in this solicitation

b) Bid Security shall be in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety.

c) The Bid security of the apparent Successful Bidder will be retained until Sponsor awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Sponsor may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Sponsor's exclusive remedy if Bidder defaults.

d) The Bid security of other Bidders that Sponsor believes to have a reasonable chance of receiving the award may be retained by Sponsor until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

e) Bid security of other Bidders that Sponsor believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

9) Contract Times

a) The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

10) Substitute and "Or-Equal" Items

a) The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

b) All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

11) Subcontractors, Suppliers, and Others

a) Federal Contract Provisions

i) Federal laws and regulations require that the Sponsor as a recipient of federal funding for the proposed project include specific contract provisions in all Sponsor contracts including subcontracts. In general, the Sponsor must incorporate applicable contract provisions in each contract either by the physical incorporation of the full text within the contracts or incorporate applicable contract provisions by

reference provided the Sponsor indicates that the reference has the same force and effect as if given in full text.

ii) Furthermore, the successful bidder as Prime Contractor must:
   (1) Insert the applicable contract provisions in each lower tier contract such as subcontractor contracts and agreements;
   (2) Incorporate the applicable requirements contained within the contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services;
   (3) Require that the Prime Contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider;
   (4) Verify that any required local or State contract provision does not conflict with, or alter, a federal law or regulation.

iii) The Federal Provisions, including their source law or regulation and contract applicability, is included in these project Contract Documents as Part 5: Special Provisions.

b) A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

c) Subsequent to the submittal of the Bid, Sponsor may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

d) The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Sponsor a list of the Subcontractors or Suppliers.

e) If requested by Sponsor, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Sponsor or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Sponsor may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Sponsor may consider such price adjustment in evaluating Bids and making the Contract award.

f) If apparent Successful Bidder declines to make any such substitution, Sponsor may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed, and against which Sponsor or Engineer makes no written objection prior to the giving of the Notice of Award, will be deemed acceptable to Sponsor and Engineer subject to subsequent revocation of such acceptance.

12) Preparation of Bid

a) All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

b) If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

c) A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

d) A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

e) A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
f) A Bid by an individual shall show the Bidder's name and address for receiving notices.
g) A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
h) All names shall be printed in ink below the signatures.
i) The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
j) Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
k) The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

13) Basis of Bid

a) Base Bid with Alternates
   i) Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents, as applicable, and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Sponsor selects the alternate.
   ii) In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.
b) Unit Price
   i) Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
   ii) The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Sponsor or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Sponsor for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 30-02 of the General Provisions.
   iii) Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14) Submittal of Bid

a) With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Item 7 of the Bid Proposal Form.
b) A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the attention of the City of Kanab, City of Kanab, 26 North 100 East, Kanab, Utah, 84741.
c) Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15) Late Bids/Late Modifications of Bids

a) Bids received after the exact time set for opening are considered "late bids" and will not be accepted by the Bid Opening Official. Bidders are solely responsible for ensuring their bids arrive on time and to the place of bids specified in the Invitation For Bid.

b) The Sponsor will not consider a late bid or modification of bid unless

i) There is conclusive evidence that the bid was submitted on time and was mishandled by the Kanab Municipal Airport (i.e., lost or misplaced) staff responsible for handling/receiving bids. Mishandling by other units or offices at the Kanab Municipal Airport does not constitute airport staff.

ii) Or, it was the only bid received.

16) Modification and Withdrawal of Bid

a) A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

b) If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified and submit a new Bid prior to the date and time for the opening of Bids.

c) If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Sponsor and promptly thereafter demonstrates to the reasonable satisfaction of Sponsor that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

d) When it appears from a review of the bid that a mistake has been made, the bidder may be requested to confirm their bid. Situations in which the confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. All mistakes in bids will be handled in accordance with the City of Kanab/Kanab Municipal Airport policy.

17) Opening of Bids

a) Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

18) Bids to Remain Subject to Acceptance

a) The Sponsor is cognizant of the time limitation for awarding contracts and giving Notice to Proceed pursuant to the contract documents. However, due to the time requirements anticipated for obtaining approval of appropriate public agencies, grant funding and other required procedures, it is anticipated that the contract cannot be finally executed and Notice to Proceed be given until **60 calendar days** following the opening of the bids.

b) The Contractor will receive a written Notice to Proceed by the date requested by the Contractor at or around the time of the required Pre-Construction Conference.

c) All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Sponsor may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

19) Evaluation of Bids and Award of Contract

a) The Sponsor intends to award a contract resulting from this solicitation to the lowest, responsive, responsible bidder, whose offer, conforming to the solicitation, will be most advantageous to, and in the best interest of, the Sponsor, cost or price and other factors considered.

b) Sponsor reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Sponsor will reject the Bid of any Bidder that Sponsor finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Sponsor will reject the Bid as nonresponsive; provided that Sponsor also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

c) Evaluation of Bids
   i) In evaluating Bids, Sponsor will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
   ii) For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

d) In evaluating whether a Bidder is responsible, Sponsor will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

e) Sponsor may conduct such investigations as Sponsor deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

f) Total bid will be evaluated and awarded as follows: It is the Sponsor's intent to award this bid based on the **TOTAL BASE BID FOR ALL AWARDED SCHEDULES, split awards will not be made.**

g) The low Bidder, for purposes of award, shall be the responsive Bidder offering the low aggregate amount for Schedule I within funds available for the project.

20) Minor Informalities/Irregularities in Bids

a) A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired.

b) If the Sponsor determines that the bid submitted contains a minor informality or irregularity, then the Director shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the Sponsor. In no event will the bidder be allowed to change the bid amount. Examples of minor informalities or irregularities include but are not limited to the following:
   i) Bidder fails to sign the Bid, but only if the unsigned bid is accompanied by other material evidence, which indicates the bidder's intention to be bound by the unsigned bid. (Such as Bid Bond, or signed cover letter which references the bid and amount of bid).
   ii) Bidder fails to acknowledge an Addendum - this may be considered a minor informality only if the Addendum, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

21) Rejection of Bids and Quantity Alterations

a) Bidders are hereby notified that all bids may be rejected if the lowest responsive bids received exceed the Sponsor's ability to fund the project. The Sponsor retains the right to alter the project quantities as necessary to obtain a fundable project based on Section 40 of the General Provision of these Contract Documents. The lowest responsive and responsible bidder will be determined based on the contract unit price per bid proposal and the fundable project quantities, not necessarily the exact bid proposal quantities.

b) Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the invitation for bids.

c) The quantities listed for each of the items in the bid schedule are only estimated quantities. Contractors are required to bid a firm unit cost for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded, unless the actual quantity varies more than 25% from the bid quantity. For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit Price shall prevail and be considered as the amount of the bid.

d) A bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the Sponsor, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:

i) Protects against future changes in conditions, such as increased costs, if total possible costs to the Sponsor cannot be determined.
ii) Fails to state a price and indicates that price shall be "price in effect at time of delivery".
iii) States a price but qualifies it as being subject to "price in effect at time of delivery".
iv) Takes exceptions to the invitation for bids terms and conditions.
v) Inserts the bidder's terms and conditions.
vi) Limits the rights of the Sponsor under any contract/invitation for bid clause.

22) Bonds and Insurance

a) The General Provisions and Supplementary Provisions sets forth Sponsor's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Sponsor, it shall be accompanied by required bonds and insurance documentation.
b) The Contractor shall provide a one (1) year warranty (4 years for LED fixtures) against defective materials or workmanship in the work covered under the contract effective upon the date of final acceptance by the Sponsor. Final acceptance will be considered as the date of the final acceptance letter or as the date of the final inspection meeting if no letter is prepared.
c) The Contractor shall provide a warranty bond to cover the one (1) year warranty period (4 years for LED fixtures) as a condition of final acceptance of the project by the Sponsor as a part of the work at no additional cost to the Sponsor.

23) Signing of Agreement

a) When Sponsor issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 30 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Sponsor. Within ten days thereafter, Sponsor shall deliver one fully executed counterpart of the Agreement to Successful Bidder.

24) Notice to Proceed

a) Work may not start under any awarded contract until a written Notice to Proceed is issued by the Sponsor. The Sponsor may issue the Notice to Proceed any time after the contract is signed and, if required, insurance and bonds have been provided.

25) Bidder Questions

a) If a Bidder finds discrepancies in, or omissions from, the Contract Documents, or if he is in doubt as to their meaning, he shall at once notify the Engineer in writing. Such notification must be made at least five (5) consecutive calendar days prior to the bid date. Neither the Sponsor nor the Engineer will accept telephone calls regarding questions about the Contract Documents. All inquiries must be in writing. All interpretations of the Contract Documents will be issued via addenda to all bidders. All addenda issued will become a part of the Contract. The Sponsor will not be responsible for any other explanation or interpretation of the Contract Documents.

The questions should be delivered to Rhonda Forde, Woolpert, Inc., via email to rhonda.forde@woolpert.com.

PART 2: BIDDING DOCUMENTS

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BID PROPOSAL FORM

TO: Kanab Municipal Airport
Kanab, Utah

1. The undersigned hereby certifies that they have examined the form of contract, plans and specifications and other associated Contract Documents for the improvement of Kanab Municipal Airport, UDOT Project No. 269941. The undersigned further certifies that he/she has examined the site of the work, has determined for himself/herself the conditions affecting the work and subject to acceptance of the proposal, agrees to provide at his or her expense, all labor , insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances, and means of construction, and all materials and supplies complete the entire work, including work incidental thereto, in conformance with the plans, specifications, and associated Contract Documents.

2. The undersigned acknowledges that the Contract Documents consist of the Notice to Bidders, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Construction Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, Special Provisions, Plans, Project Manual including Technical Specifications, and Federal Contract Provisions, and all other appendices and reference items included in the Project Manual and plans.

3. The undersigned, in compliance with your Notice to Bidders dated December 18, 2025, hereby proposes to do the work called for in said contract and specifications and shown on said plans and to furnish all materials, tools, labor, and all appliances and appurtenances necessary for the said work at the following unit rates and prices:

   Bid Spreadsheet begins on page 25.

4. The undersigned understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids. Final project payments will be made on actual quantities and unit prices.

5. The undersigned agree upon written notice of the acceptance of this bid, that within thirty (30) days after the award, that he/she will execute the contract in accordance with the bid as accepted and give contract (Performance and Payment) bonds on attached forms.

6. The undersigned further agrees that if awarded the contract, he/she will commence the work within ten (10) calendar days after the receipt of a Notice to Proceed and that he/she will complete the work within 8 working days. An extension of time may be allowed when extra or additional work is ordered by the engineer.

7. As evidence of good faith in submitting this proposal, the undersigned encloses a certified check or Bid Bond in the amount of:

   _____Dollars

   ($_____)

   which, in case the undersigned refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Kanab Municipal Airport, Kanab, Utah, as liquidated damages.

8. The undersigned hereby declares that the only parties interested in this proposal are named herein, that this proposal is made without collusion with any other person, or corporation. That no member of the council, officer or agent of Sponsor, is directly or indirectly financially interested in this bid.

9. The undersigned acknowledges receipt of the following Addendums:

Addendum No._____	Date Received:_____
Addendum No._____	Date Received:_____
Addendum No._____	Date Received:_____
Addendum No._____	Date Received:_____

SIGNATURE OF BIDDER:

By: _____

Name and Title of Authorized Agent

_____

Name of Company

_____

Address of Company

BID BOND/SECURITY

KNOW ALL MEN BY THESE PRESENTS, that

_____

as Principal, hereinafter called Contractor, and _____
_____,

licensed to do business as such in the State of Utah, as Surety, hereby bind themselves and their respective heirs,

executors, administrators, successors, and assigns, unto Sponsor, State, as Obligee, in the penal sum of

_____
Dollars

($_____)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

The Contractor has submitted to the Obligee, a contract bid dated the _____ day of _____, 20_____ for the following contract:

Kanab Municipal Airport
Kanab, Utah
UDOT Project No. 269941
UDOT FY 2026 Pavement Maintenance

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor bid is accepted by the Obligee and the Contractor is awarded the contract in whole or in part, the Contractor shall enter into the Contract with the Obligee in accordance with the terms of such bid, give such Payment and Performance Bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of failure of the Contractor to enter such Contract and give such bond or bonds, if the Contractor shall promptly pay the Obligee the amount of this bond as set forth herein above, then the obligation shall be null and void, otherwise this obligation will remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument, the _____ day of _____, 2025.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture:

_____
(Signature of sole proprietor or general partner)

B. Corporation

_____
Name of Corporate Principal

Attest: _____ By: _____
Secretary (affix seal)

SIGNATURE OF SURETY

Name and address of Corporate Surety

_____

_____

By: _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date: _____ By: _____

The foregoing bond is in due form according to law and is approved.

Date: _____ By: _____

CONTRACTOR INFORMATION

1. Name of Bidder/Contractor: _____

2. Type of Business Entity: _____

   NOTE: If bidder is **partnership** or **joint venture**, give full names of all partners or joint ventures. Bid must be signed by all Joint Ventures. If bidder is a **limited liability company**, bid must be signed by an authorized manager (may be signed by member-manager if LLC is organized to allow management by members).

3. Address of Contractor: _____

   _____

   _____

4. Telephone: _____ Fax: _____

   E-mail: _____

5. Established where and when: _____

6. Contractor's Banking Information: _____

   _____

   _____

7. Principal Officers of Contractor (managers and members if LLC):

   Name: _____ Name: _____

   Title: _____ Title: _____

   Name: _____ Name: _____

   Title: _____ Title: _____

   Name: _____ Name: _____

   Title: _____ Title: _____

8. Bidder's/Contractor's state of incorporation (state of organization if an LLC or Partnership):

   _____

9. Bidder's Surety: _____

10. Surety's State of Incorporation: _____

11. Name and Address of person to receive payment _____

_____

_____

12. If the Bidder/Contractor is a Joint Venture, it shall attach a certified copy of the Joint Venture Agreement. The Joint Venture Agreement will not be included as part of the Contract Documents.

13. The Bidder/Contractor shall identify all applicable labor agreements (if any) to be used in the performance of the work:

_____

_____

_____

_____

_____

14. Bidder's Utah state contractor license number: _____

LIST OF SUBCONTRACTORS

The bidder shall provide information on all subcontractors/material suppliers bidding or quoting on subcontracts for this project.

Name of Firm	Address	Type of Work to be Performed on Contract	Contractors License (State & No.)	Certified DBE (Yes/No)	Certification Number	Bid Amount	Date Firm Established	*GRS

***GRS - Annual Gross Receipts**

Enter 1 for less than $1 million
Enter 2 for more than $1 million but less than $5 million
Enter 3 for more than $5 million but less than $10 million
Enter 4 for more than $10 million but less than $15 million
Enter 5 for more than $15 million

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BID PROPOSAL SUMMARY

Bidder Name: _____

Schedule I Total: $ _____

Bid Proposal Total: **$ _____**

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Bid Proposal - Schedule I

Item No.	Item Description	Unit	Quantity	UNIT PRICE			TOTAL
C-105a	Mobilization (10%)	LS	1	$	_____ dollars and	cents	$
P-601a	Routed Crack Seal	LF	15,500	$	_____ dollars and	cents	$
P-601b	Reseal Crack Seal	LF	13,400	$	_____ dollars and	cents	$
P-608a	Emulsified Asphalt Seal Coat	SY	86,700	$	_____ dollars and	cents	$
P-620a	Temporary Pavement Markings	SF	6,800	$	_____ dollars and	cents	$
P-620b	Permanent Pavement Markings	SF	26,800	$	_____ dollars and	cents	$
						TOTAL	**$**

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PART 3: CONTRACT DOCUMENTS

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CONSTRUCTION AGREEMENT

Kanab Municipal Airport
Kanab, Utah
UDOT FY 2026 Pavement Maintenance
UDOT Project No. 269941

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between City of Kanab, Party of the First Part, hereinafter referred to as the "Sponsor", and _____, Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvements including UDOT FY 2026 Pavement Maintenance, UDOT Project No. 269941, at the Kanab Municipal Airport.

WITNESSETH THAT the Contractor and Sponsor for the consideration stated herein agree as follows:

ARTICLE 1: SCOPE OF WORK. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Sponsor, the Contractor shall furnish all labor, utilities, transportation services, tools, equipment, and material and shall perform all work necessary including all incidental and appurtenant work to complete the improvements in a good and substantial manner, ready for use in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Sponsor.

ARTICLE 2: NOTICE TO PROCEED. The Contractor agrees to commence work within ten (10) calendar days after the date indicated within the Notice to Proceed. Contract times commence to run as provided in paragraph 80-07 of General Provisions and will continue to be counted until the project is accepted and complete, including punch list and administrative closeout submittals. Contractor further agrees to complete said work within 8 working days. Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Sponsor.

ARTICLE 3: COMPENSATION. In consideration of the completion of the work described herein and in fulfillment of all stipulations of this Contract to the satisfaction and acceptance of the Engineer and the Sponsor, the Sponsor shall pay and the said Contractor further agrees to receive and accept payment based on the contract price bid per unit as full compensation for furnishing all the equipment, labor, incidentals, and materials, and for the costs of all premiums on insurance and bonds and for doing all work contemplated and specified in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Contract Documents and the requirements of the Engineer under them.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the Contract documents hereto attached.

The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by Sponsor that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Sponsor's performance under the contract is subject to receipt of funds from UDOT and further is subject to annual appropriation by the Sponsor in accordance with a budget adopted by the City of Kanab. Sponsor may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

Inasmuch as this Contract is executed pursuant to the laws of the State of Utah, pertaining to airports and payment of the contract unit price shall be made solely from special account established for this project.

ARTICLE 4: PAYMENT BY SPONSOR. It is hereby further agreed that, at the completion of the work and its acceptance by the Sponsor, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Sponsor after said completion and acceptance.

ARTICLE 5: LIQUIDATED DAMAGES. Contractor and Sponsor recognize that time is of the essence and that Sponsor will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Sponsor if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Sponsor and Contractor agree that as liquidated damages for delay (but not as a penalty) if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for acceptance, completion and readiness for final payment. Contractor shall pay Sponsor damages as outlined in the General Provisions 80-08 and Local Provisions, "Liquidated Damages" for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently. If Sponsor recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Sponsor's sole and exclusive remedy for such delay, and Sponsor is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 6: SPECIAL DAMAGES. Contractor shall reimburse Sponsor for any fines or penalties imposed on Sponsor as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and for the actual costs reasonably incurred by Sponsor for engineering, construction observation, inspection, and administrative services needed after the contract time expires. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 7: CONTRACT DOCUMENTS. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and as listed in the Table of Contents of this Project Manual. The "Contract" shall consist of:

- All issued Addenda
- Notice to Bidders
- Instruction to Bidders
- Part 2: Bidding Documents
- Part 3: Contract Documents
- Part 4: FAA General Provisions
- Part 5: Special Provisions
- Part 6: Technical Specifications
- Construction Drawings
- Project Manual
- Attached appendices and all documents incorporated by reference.

Said "Contract Documents" are made a part of the Contract as if set out at length herein.

ARTICLE 8: UNIT PRICES. The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid and incorporated herein, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the

original estimated quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 9: BREACH OF CONTRACT TERMS. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 10: CONTRATOR REPRESENTATIONS. In order to induce Sponsor to enter into this Contract, Contractor makes the following representations:

- Contractor has examined and carefully studied the Contract Documents, including Addenda.
- Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
- Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on the cost, progress, and performance of the Work; the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and Contractor's safety precautions and programs.
- Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- Contractor is aware of the general nature of work to be performed by Sponsor and others at the Site that relates to the Work as indicated in the Contract Documents.
- Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written. All copies of this agreement for all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part	SPONSOR, Party of the First Part
_____	_____
By: _____	By: _____
_____ (Office or Position of Signer)	_____ (Office or Position of Signer)
(SEAL)	(SEAL)
ATTEST: _____	ATTEST: _____
_____ (Office or Position of Signer)	_____ (Office or Position of Signer)

PERFORMANCE AND PAYMENT BONDS

GENERAL PROJECT BOND AND INSURANCE INFORMATION

BONDS: Per the Project General Provisions, in addition to the bid guarantee required with submission of the bid proposal, the successful bidder (Contractor) shall submit to the Sponsor through the Engineer three (3) project specific bonds.

INSURANCE: The successful bidder (Contractor) shall submit to the Sponsor through the Engineer a Certificate of Liability Insurance with the Sponsor / Sponsor and Woolpert, Inc. named as additional insured (Certificate Holder) with insurance coverage meeting the requirements set forth in Section V: Special Provisions.

The Bonds and Insurance Certificate may be submitted to the Sponsor through the Engineer by:

US mail: Woolpert, Inc.
ATTN: Rhonda Forde
35 South 400 West, Ste. 200
St. George, UT 84770

E-mail: rhonda.forde@woolpert.com

The surety agent signing each bond shall be a United States resident agent, a non-resident agent licensed in the United States, or an employee of the surety company.

Valid Power of Attorney shall be submitted with each bond and reference each applicable bond.

PERFORMANCE BOND

A surety in the form of a Performance Bond in the full amount of the bid price to guarantee satisfactory completion of the Project by the Contractor shall be submitted to the Sponsor prior to Contract award as requested in the Project Notice of Award.

Failure to submit a Performance Bond that conforms with these instructions and Project General Provisions Section 30-08 Failure to Execute Contract shall be just cause for cancellation of the award and forfeiture of the proposal guarantee.

The Engineer will substitute the sample Performance Bond form in this Section with the actual Performance Bond submitted by the successful Contractor.

PAYMENT BOND

A surety in the form of a Payment Bond in the full amount of the bid price to guarantee that Contractor employees, subcontractors, and material suppliers used on the Project are paid, shall be submitted to the Sponsor prior to Contract award as requested in the Project Notice of Award.

Failure to submit a Payment Bond that conforms with these instructions and Project General Provisions Section 30-08 Failure to Execute Contract shall be just cause for cancellation of the award and forfeiture of the proposal guarantee.

The Engineer will substitute the sample Payment Bond form in this Section with the actual Performance Bond submitted by the successful Contractor.

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Performance Bond Form

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Sponsor	**Contract**
Name: **[Full formal name of Sponsor]** Mailing address *(principal place of business)*: **[Address of Sponsor's principal place of business]**	Description *(name and location)*: **[Sponsor's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Sponsor, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Sponsor for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Sponsor Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Sponsor first provides notice to the Contractor and the Surety that the Sponsor is considering declaring a Contractor Default. Such notice may indicate whether the Sponsor is requesting a conference among the Sponsor, Contractor, and Surety to discuss the Contractor's performance. If the Sponsor does not request a conference, the Surety may, within five (5) business days after receipt of the Sponsor's notice, request such a conference. If the Surety timely requests a conference, the Sponsor shall attend. Unless the Sponsor agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Sponsor's notice. If the Sponsor, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Sponsor's right, if any, subsequently to declare a Contractor Default;

    3.2. The Sponsor declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Sponsor has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Sponsor to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Sponsor has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Sponsor, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Sponsor for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Sponsor and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Sponsor the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Sponsor as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

        5.4.1 After investigation, determine the amount for which it may be liable to the Sponsor and, as soon as practicable after the amount is determined, make payment to the Sponsor; or

        5.4.2 Deny liability in whole or in part and notify the Sponsor, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Sponsor to the Surety demanding that the Surety perform its obligations under this Bond, and the Sponsor shall be entitled to enforce any remedy available to the Sponsor. If the Surety proceeds as provided in Paragraph 5.4,

and the Sponsor refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Sponsor shall be entitled to enforce any remedy available to the Sponsor.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Sponsor will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Sponsor to the Surety will not be greater than those of the Sponsor under the Construction Contract. Subject to the commitment by the Sponsor to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

    7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

    7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

    7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Sponsor or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Sponsor or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Sponsor, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Sponsor to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Sponsor in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Sponsor and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Sponsor Default*—Failure of the Sponsor, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Sponsor and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Sponsor will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None.

Payment Bond Form

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Sponsor Name: **[Full formal name of Sponsor]** Mailing address *(principal place of business)*: **[Address of Sponsor's principal place of business]**	**Contract** Description *(name and location)*: **[Sponsor's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Sponsor, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Sponsor to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Sponsor from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Sponsor Default under the Construction Contract, the Surety's obligation to the Sponsor under this Bond will arise after the Sponsor has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Sponsor or the Sponsor's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Sponsor has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Sponsor against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        15..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        15..2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Sponsor to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Sponsor, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Sponsor to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Sponsor accepting this Bond, they agree that all funds earned by the

Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Sponsor's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Sponsor, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Sponsor shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Sponsor, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Sponsor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        116..1. The name of the Claimant;

        116..2. The name of the person for whom the labor was done, or materials or equipment furnished;

        116..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        116..4. A brief description of the labor, materials, or equipment furnished;

        116..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

        116..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

        116..7. The total amount of previous payments received by the Claimant; and

        116..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Sponsor and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Sponsor Default*—Failure of the Sponsor, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Sponsor and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Sponsor will be deemed to be Contractor.

18. Modifications to this Bond are as follows: None.

Notice of Award

DATE: _____

TO: _____
_____
_____

City of Kanab, having considered the Contract Proposals submitted for improvements to the Kanab Municipal Airport, UDOT FY 2026 Pavement Maintenance project, and it appearing that your Contract Proposal of _____ Dollars ($_____) for UDOT FY 2026 Pavement Maintenance is fair, equitable and in the best interest of City of Kanab and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Construction Agreement and furnish the required Performance Bond and Payment Bond within 30 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the City of Kanab.

This Award is subject to the concurrence of the Utah Department of Transportation, Aeronautics Division.

City of Kanab
Kanab, Utah

By: _____
Contract Authorized Representative

_____
Name and Title

_____
Date

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Notice to Proceed

DATE: _____

TO: _____
_____
_____

You are hereby authorized to proceed on this date, _____ with the improvements to the Kanab Municipal Airport, UDOT FY 2026 Pavement Maintenance project, in accordance with the terms of the Contract Documents and your Contract Proposal. The work shall begin no later than ten calendar days after the date of this notice.

City of Kanab
Kanab, Utah

By: _____
Contract Authorized Representative

_____
Name and Title

_____
Date

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PART 4: GENERAL PROVISIONS

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SECTION 10 – DEFINITION OF TERMS

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Sponsor's notice to the successful bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Sponsor and the Contractor that establishes the obligations of the parties including but not

Paragraph Number	Term	Definition
		limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Sponsor to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Sponsor's Engineer or Resident Project

Paragraph Number	Term	Definition
		Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	**Force Account**	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Sponsor Force Account - Work performed for the project by the Sponsor's employees.
10-31	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Sponsor. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Sponsor**	The term "Sponsor" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Sponsor" is capitalized in this document, it shall mean airport Sponsor only. The Sponsor for this project is City of Kanab .

Paragraph Number	Term	Definition
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Sponsor.
10-46	**Quality Assurance (QA)**	Sponsor's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Sponsor or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Sponsor's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Sponsor to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Sponsor of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Sponsor that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Sponsor by the Contractor.
10-61	**Taxilane**	A taxiway designed for low-speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's

Paragraph Number	Term	Definition
		performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	**Sponsor defined terms**	None

END OF SECTION 10

SECTION 20 – PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). The advertisement can be found on page 5 of this Project Manual. This project has been advertised on the following dates:

Southern Utah News: November 20, 2025 and November 27, 2025

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Sponsor at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Sponsor satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Sponsor.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Sponsor's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Sponsor will accept only those Proposals properly executed on physical forms or electronic forms provided by the Sponsor. Bidder actions that may cause the Sponsor to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

20-04 Issuance of proposal forms. The Sponsor reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- **a.** Failure to comply with any prequalification regulations of the Sponsor, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Sponsor at the time the Sponsor issues the proposal to a prospective bidder.
- **c.** Documented record of Contractor default under previous contracts with the Sponsor.
- **d.** Documented record of unsatisfactory work on previous contracts with the Sponsor.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Sponsor does not expressly, or by implication, agree that the actual quantities involved will correspond exactly

therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, *Alteration of work and quantities,* without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Sponsor. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Sponsor's invitation for bid. It is the Sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- **a.** If the proposal is on a form other than that furnished by the Sponsor, or if the Sponsor's form is altered, or if any part of the proposal form is detached.

- **b.** If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

- **c.** If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

- **d.** If the proposal contains unit prices that are obviously unbalanced.

- **e.** If the proposal is not accompanied by the proposal guaranty specified by the Sponsor.

- **f.** If the applicable Disadvantaged Business Enterprise information is incomplete.

The Sponsor reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Sponsor and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Sponsor.

20-11 Delivery of proposal. Proposals shall be submitted as described in the "Notice to Contractors".

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Sponsor in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

- **a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- **b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Sponsor until any such participating bidder has been reinstated by the Sponsor as a qualified bidder.
- **c.** If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Sponsor's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Sponsor's Engineer a written request for interpretation no later than 4 days prior to bid opening.

Any interpretation of the project bid documents by the Sponsor's Engineer will be by written addendum issued by the Sponsor. The Sponsor will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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SECTION 30 – AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Sponsor reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of bidders*.

In addition, until the award of a contract is made, the Sponsor reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Sponsor and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Sponsor's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **60** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Sponsor elects to proceed with an award of contract, the Sponsor will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Sponsor reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Sponsor in accordance with paragraph 30-07 *Approval of contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Sponsor has made a comparison of bids as specified in the paragraph 30-01, *Consideration of proposals.* Proposal guaranties of the two lowest bidders will be retained by the Sponsor until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Sponsor receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Sponsor a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Sponsor. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Sponsor, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within 30 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Sponsor shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the

Contractor shall constitute the Sponsor's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Sponsor.

END OF SECTION 30

SECTION 40 – SCOPE OF WORK

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Sponsor reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Sponsor's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Sponsor and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Sponsor reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Sponsor, the Sponsor's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Sponsor may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Sponsor's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Sponsor shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Sponsor.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the project plans and specifications.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the project plans and specifications.

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and use of materials found in the work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Sponsor when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Sponsor.

END OF SECTION 40

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SECTION 50 – CONTROL OF WORK

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Sponsor, the RPR will advise the Sponsor of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Sponsor a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Sponsor or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. The project Special Provisions are located in Part 5 of this manual.

50-05 Cooperation of Contractor. The Contractor shall be supplied with up to one hard copy and an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Sponsor reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Sponsor from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): electronic format approved by the RPR.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Sponsor.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Sponsor, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility Sponsor a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with plans and specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's responsibility for work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Sponsor may suspend any work necessary for the Sponsor to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Sponsor, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Sponsor, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Sponsor shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Sponsor will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Sponsor for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

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SECTION 60 – CONTROL OF MATERIALS

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Sponsor in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not. The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of

such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Sponsor shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Sponsor or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Sponsor's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Sponsor or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Sponsor furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Sponsor. Sponsor-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Sponsor-furnished materials shall be included in the unit price bid for the contract item in which such Sponsor-furnished material is used.

After any Sponsor-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Sponsor-furnished material. The Sponsor will deduct from any monies due or to become due the Contractor any cost incurred by the Sponsor in making good such loss due to the Contractor's handling, storage, or use of Sponsor-furnished materials.

END OF SECTION 60

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SECTION 70 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Sponsor and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Sponsor. The Contractor and the surety shall indemnify and hold harmless the Sponsor, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Sponsor for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Sponsor reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Sponsor, such authorized work (by others) must be shown on the plans and is indicated as follows: No work planned on adjacent utilities.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Sponsor of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. Not applicable.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). Not applicable.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Sponsor and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Sponsor for such purpose may be retained for the use of the Sponsor or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Sponsor, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Sponsor prior to completion of the entire contract, such "phasing"

of the work must be specified below and indicated on the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Phase or Description	Required Date or Sequence of Owner's Beneficial Occupancy	Work Shown on Plan Sheet
Refer to the Phasing Plans of the Construction Drawings.		

Upon completion of any portion of work listed above, such portion shall be accepted by the Sponsor in accordance with Section 50, paragraph 50-14, *Partial acceptance*.

No portion of the work may be opened by the Contractor until directed by the Sponsor in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Sponsor shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 (see Special Provisions).

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of surfaces disturbed by others*, the Contractor shall cooperate with the Sponsor of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Sponsor to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents. No work planned on adjacent utilities.

It is understood and agreed that the Sponsor does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of surfaces disturbed by others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Sponsor of their plan of operation. If, in the Contractor's opinion, the Sponsor's assistance is needed to locate the utility service or facility or the presence of a representative of the Sponsor is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility Sponsor's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Sponsor to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility Sponsor and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility Sponsor.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Sponsor reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 Furnishing rights-of-way. The Sponsor will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Sponsor either personally or as an official of the Sponsor. It is understood that in such matters they act solely as agents and representatives of the Sponsor.

70-18 No waiver of legal rights. Upon completion of the work, the Sponsor will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Sponsor from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Sponsor be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Sponsor of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Sponsor for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Sponsor's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Sponsor will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Sponsor order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra work,* and Section 90, paragraph 90-05, *Payment for extra work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and extension of contract time*.

70-21 Insurance requirements. The Contractor shall pay for and maintain during the life of this contract adequate Worker's Compensation, Public Liability and Property Damage Insurance. The Contractor is charged with the responsibility for adequate and proper coverage for all his subcontract operations. Contractor shall furnish to the Sponsor satisfactory proof of carriage of the insurance required. Public Liability Insurance shall be in the amount of not less than $1,000,000.00 for injuries, including accidental death, to any one person, nor less than $1,000,000.00 on account of any one accident. Property Damage Insurance shall be carried in an amount not less than $1,000,000.00. Such Liability Insurance shall include completed operation coverage.

END OF SECTION 70

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SECTION 80 – EXECUTION AND PROGRESS

80-01 Subletting of contract. The Sponsor will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least {50%} of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Sponsor, and shall be consummated only on the written approval of the Sponsor.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to Proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Sponsor.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Sponsor.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The

Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA listed below cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

AOA	Time Periods for Closure	Type of Communications Required	Control Authority
Refer to the Safety Plan of the Construction Drawings			**Airport Manager**

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, *Operational Safety on Airports During Construction* (see Special Provisions).

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the provisions set forth within the current version of AC 150/5370-2, *Operational Safety on Airports During Construction*.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Sponsor for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the safety plans and that they implement and maintain all necessary measures.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Sponsor shall have the authority to suspend the work wholly, or in part, for such period or periods the Sponsor may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Sponsor, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Sponsor for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of working days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on working days. Contract time based on working days shall be calculated weekly by the Resident Project Representative (RPR). The RPR will furnish the Contractor a copy of their weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved Change Orders or Supplemental Agreements covering Extra Work).

The weekly statement of contract time charged is based on the following considerations:

(1) Time will be charged for days on which the Contractor could proceed with scheduled work under construction at the time for at least six (6) hours with the normal work force employed on such items. When normal work force is a double-shift, use 12 hours; and when the normal work force is on a triple-shift, use

18 hours. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the scheduled work items under construction or temporary suspension of the entire work which have been ordered by the Sponsor for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The RPR will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The RPR will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The RPR will not make charges against the contract time after the date of final acceptance as defined in Section 50, paragraph 50-14, *Final acceptance*.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth their own objections to the RPR's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the Section 20, paragraph 20-05, *Interpretation of estimated proposal quantities*. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and extension of contract time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Sponsor should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Sch I	$500 / working days	8 working days

The maximum construction time allowed for Schedule I will be 8 working days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Sponsor of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Sponsor to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Sponsor consider the Contractor in default of the contract for any reason above, the Sponsor shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Sponsor's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Sponsor will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Sponsor may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Sponsor, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Sponsor the amount of such excess.

80-10 Termination for national emergencies. The Sponsor shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational.

END OF SECTION 80

SECTION 90 – MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

MEASUREMENT AND PAYMENT TERMS

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of

Term	Description
	measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

Term	Description
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for extra work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No waiver of legal rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of work and quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Sponsor.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Sponsor.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed

and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for materials on hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Sponsor for protection of the Sponsor's interests. Unless otherwise instructed by the Sponsor, the amount retained by the Sponsor will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Sponsor in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Sponsor for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Sponsor evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Sponsor. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Sponsor's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Sponsor may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Sponsor to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and final payment*.

The Contractor shall deliver to the Sponsor a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Sponsor to indemnify the Sponsor against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Sponsor may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Not applicable.

90-08 Payment of withheld funds. At the Contractor's option, if an Sponsor withholds retainage in accordance with the methods described in paragraph 90-06 *Partial payments*, the Contractor may request that the Sponsor deposit the retainage into an escrow account. The Sponsor's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Sponsor.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Sponsor and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Sponsor.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Sponsor as a claim in accordance with Section 50, paragraph 50-16, *Claims for adjustment and disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor final project documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for adjustments and disputes,* or under the provisions of this paragraph, such claims will be considered by the Sponsor in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Sponsor takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Sponsor takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Sponsor real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Sponsor will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Sponsor shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Sponsor, as directed by the Sponsor, and

(3) Enforce all warranties for the benefit of the Sponsor.

h. This warranty shall not limit the Sponsor's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.

b. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final cleanup*.

c. Complete all punch list items identified during the Final Inspection.

d. When applicable per state requirements, return copies of sales tax completion forms.

e. Manufacturer's certifications for all items incorporated in the work.

f. All required record drawings, as-built drawings or as-constructed drawings.

g. Security for Construction Warranty.

h. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

PART 5: SPECIAL PROVISIONS

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FEDERAL PROVISIONS

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS – TITLE VI ASSURANCES

(i) Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(ii) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Kanab will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Kanab will there upon revert to and vest in and become the absolute property of City of Kanab and its assigns.

(iii) Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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STATE PROVISIONS

SALES AND USE TAXES

Construction and building materials sold to the contractors and subcontractors for use on public works owned by cities, towns, counties or their legal entities in the State of Utah, are not exempt from State Sales and Use Taxes. Utah Code Title 59 Revenue and Taxation, Chapter 12 Sales and Use Tax defines the meaning of the sales and use tax laws of Utah. Each contractor shall be solely responsible and liable for the sales/use tax on his cost of materials, supplies and other taxable services or transactions incidental to completing his or her contract for the repair, alteration, improvement or construction of real property.

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LOCAL PROVISIONS

INDEMNIFICATION

The Contractor agrees to indemnify and save harmless City of Kanab/Kanab , its officers, agents, and employees, against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of City of Kanab/Kanab, and further agrees to defend, indemnify and save harmless, City of Kanab/Kanab, its officers, agents, and employees from any claims, demands, suits, actions, proceedings of any kind or nature resulting from or arising out of operations in connection herewith, including operations of subcontractors and acts of omissions of employees or agents of the Contractor or his subcontractors.

PERMITS AND COMPLIANCE WITH LAWS

The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of his work, and/or required by Local, State, and Federal regulations and laws, as pertains particularly to permits and transportation of materials and equipment, or other operations which are not a specific requirement of these specifications. The Contractor shall give all notices, pay all fees and taxes, and comply with all Federal, State, and Local laws, ordinances, rules, and regulations, and building and construction codes bearing on the conduct of the work.

LIQUIDATED DAMAGES

Subject to the provisions of the Contract Documents, the Sponsor shall be entitled to liquidated damages as anticipated damages to the Sponsor for failure of the Contractor to complete the work within the specified contract time. Liquidated damages are to serve as compensation for the Sponsor's non-use and incurred costs related to work extending beyond the contract time. The Contractor shall be assessed a liquidated damage for each day that the work remains uncompleted beyond the contract period. Further, each phase of work under the project may have different liquidated damage amounts, as outlined in General Provisions Section 80-08 *Failure to complete on time*.

As part of liquidated damages, the Contractor further agrees to pay the Sponsor for the costs associated for the construction manager/Engineer in connection with the failure of the Contractor to complete the work within the specified contract time as follows: $1,730/working days for the construction manager and $1,390/working days for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.). The Contractor also agrees to pay for any services of the Engineer and its subcontractors arising from the failure of the Contractor to furnish materials or equipment in conformance with the Contract Documents necessitating redesign, retesting, or additional review time by the Engineer and their subcontractors or the failure of the Contractor to complete the work within the specified contract time. Such services shall be paid at the standard hourly rates of Engineer and its Subcontractors.

UDOT INSPECTION

The Contractor shall allow any authorized representative of UDOT to inspect and review any work or materials used in the performance of this contract.

FAA FACILITIES

The Contractor shall permit FAA personnel the right to enter the work site during the term of the contract for maintenance of existing navigation and communication facilities.

In the event that the proposed work will impact existing FAA navigation and communication facilities, the Engineer will notify FAA one week in advance of construction activity in order to allow the FAA sufficient time to locate and

mark existing field cables and to avoid an unscheduled facility outage. The Engineer shall coordinate with FAA concerning all operation and shutdown of all FAA navigational facilities during this construction project.

Any FAA equipment/cable that is damaged by the contractor shall be repaired as approved by FAA personnel. If FAA cables are anticipated to facilitate construction, the Contractor shall provide advance notice to FAA in order to mobilize an FAA technician to the site for observation of the splicing. Splicing and cable repair shall meet the FAA specifications and shall be accomplished to the satisfaction of FAA. All such work shall be performed by qualified workmen regularly engaged in cable repair & splicing. In the event the existing cable cannot be repaired to the satisfaction of FAA personnel, new cable of like kind shall be procured and installed by the Contractor.

ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (including employees) and property, and that the safety provisions of applicable laws and of applicable building construction codes shall be observed, and that machinery, equipment, and explosives shall be guarded and all hazards shall be eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

HAUL ROADS

The Contractor shall obtain approval from the Engineer prior to establishing haul roads within the airport property. Once established, the haul roads shall be utilized for all equipment traffic, and the equipment shall not be allowed to stray or wander away from the established routes. The haul roads shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times. Water, when required, shall be applied at the locations and in the amounts necessary to minimize dust and dirt in the air operations area. Haul roads across any active runway or taxiway shall be kept clean and in good order at all times. The Contractor shall repair any damage caused by the movement of equipment on any of the haul roads, whether in designated or undesignated areas. After completion of the project, the Contractor shall be required to re-grade any unpaved portions of the haul road and to reseed the area with local native grasses to match the existing conditions of the area. The performance of any work as specified by this provision, including watering, maintenance, and repair of the haul roads, shall not be measured and paid for directly, but shall be considered as necessary and incidental to the work.

Establishment of haul roads off of Airport property shall be the sole responsibility of the Contractor.

AIRPORT SECURITY

During the course of the construction operations, the Contractor will be allowed to utilize one airport access gate as entrance to the construction site. The gate and the associated haul roads shall be designated by the Engineer. The gate may be opened only for authorized construction vehicle traffic flow. During times of infrequent construction traffic the gate shall be closed. All authorized vehicles and construction equipment must display a three-foot by three-foot flag with international orange and white 12-inch squares displayed in full view above the vehicles. Passengers in any authorized vehicles shall be the responsibility of the Contractor.

RADIO COMMUNICATIONS

The Contractor's superintendent and flagman shall be required to monitor transceiver radios tuned to the 122.8 MHz frequency at all times. Radios shall be supplied by the Contractor. Such radios shall be used to obtain proper clearance in regard to the movement of equipment, trucks, etc., on the airport. Further, any unusual occurrences in the flight pattern of approaching or departing aircraft shall be acknowledged by all concerned so that operation of the airport and the construction work can be safely carried on at all times.

WORK SCHEDULE

Immediately after the award of contract, the Contractor shall file with the Engineer a time chart or schedule of proposed progress, a plan of construction and proposed detailed methods of carrying out the work, including a full statement of equipment and equipment layout for the job.

The Sponsor reserves the right to request changes in the sequence of project schedules if such change is required in the interest of safety or airport operation.

SEQUENCE OF WORK

The Contractor will be required to accomplish the work items according to the schedule of construction as submitted to the Engineer following the award of the contract. Prior to closing any taxiways or apron area, they shall be marked in conformance with the FAA Advisory Circular 150/5340-1 latest edition. This shall consist of placing barricades and flashers on each taxiway and closed runway crosses on the effected runways. Flashers must be well anchored so they do not blow over from jet blasts or strong winds. Closed taxiway, apron area, and other airfield markings and maintenance of these items are considered a necessity and an incidental part of the work, and no separate measurement or payment will be made. The Contractor shall consider the costs and distribute them to the various bid items.

The Contractor shall not allow men or equipment within 75 feet of any runway centerline or within 40 feet of the centerline of any taxiway, nor shall he permit materials to be stored or stocked within 250 feet of any runway centerline or within 62 feet of the centerline of any taxiway during the entire period of this project without first obtaining approval of the Engineer. When the Contractor's operations require the closing of any runway or taxiway, the Contractor shall mark said runway or taxiway in accordance with the plans and specifications at no additional cost to the Sponsor.

Prior to construction on any taxiway or runway, the Contractor shall, upon approval by the Engineer, close the taxiway or runway and begin work. The Contractor shall be responsible for clearly marking and defining the closed taxiways or runways by use of warning lights, barricades, flags and closed taxiway or runway markings in conformance with FAA Advisory Circular 150/5370-2 latest edition. The Contractor shall be responsible for maintaining these barricades and keeping them clearly visible at all times.

The Sponsor shall meet with the Contractor immediately after the award of the contract to work up the sequence of work for the project.

CLOSURE OF AIR OPERATIONS AREAS

Barricades and closure crosses are considered a necessary and incidental part of the work and no separate measurement or payment will be made therefore. The Contractor shall consider the costs and distribute them to the various bid items.

ACCEPTANCE TESTING

Acceptance testing shall be the responsibility of the Contractor.

SURVEY

The Contractor will be required to provide survey during the work to assure compliance with Section 50 of the General Provisions and Item P-620.

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PART 6: TECHNICAL SPECIFICATIONS

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105a	Mobilization (10%) – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item P-601 Crack Sealing

DESCRIPTION

601-1.1 This work shall consist of placing a hot asphalt-rubberized sealant into the existing cracks and joints of the asphalt pavement in accordance with these specifications in the areas designated on the plans or locations designated by the Resident Project Representative (RPR). It shall include routing and cleaning the cracks prior to application of sealant.

Where the pavement surfaces have a previous crack seal application, it is the intent of this project to fill additional cracking and to refill cracks that have opened through existing crack seal. Any additional build-up of crack seal material above the pavement surface will not be allowed. Cracks greater than 1/8-inch that do not have a previous application of crack seal shall be routed.

MATERIALS

601-2.1 CRACK SEALING COMPOUND. The crack sealant shall be a homogeneous blend of materials combined in such a manner as to produce a material conforming to the requirements of ASTM D 5078, ASTM D 6690: Type 2, or Type 3, or Type 4 Sealant, and UDOT Section 02745, Table 22.

The type of materials used shall be at the discretion of the supplier to produce the desired finished product, subject to the approval of the RPR.

Each lot or batch of sealing compound shall be delivered to the job site in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, and the safe heating temperature and shall be accompanied by the manufacturer's certification stating that the compound meets the requirements of this specification.

Applicable vendor certificates similar to those required by the Utah Department of Transportation shall accompany all shipments and be supplied to the RPR.

UDOT Section 02745, Table 22
Hot-Pour Bituminous Concrete Crack Sealant

Application Properties		
Workability	Pour readily and penetrate 0.25 inch and wider cracks for the entire application temperature range recommended by the manufacturer.	
Curing	No tracking caused by normal traffic after 45 minutes from application.	
Asphalt Compatibility ASTM D 5329, Section 14	No failure in adhesion. No formation of an oily ooze at the interface between the sealant and the bituminous concrete or softening or other harmful effects on the bituminous concrete.	
Material Handling	Follow the manufacturer's safe heating and application temperatures.	
Property	**Test Method**	**Limits**
Ductility, modified, 1 cm/min, 39.2° F (4° C), cm	AASHTO T 51	30 min
Cold Temperature Flexibility	UDOT method 967	No cracks
Force-Ductility, lb force *(a)*	AASHTO T 300	4 max
Flow 140° F (60° C), 5 hrs 75° angle, mm	ASTM D 5329	3 max
Tensile-Adhesion, modified *(b)*	AASHTO M 282	300% min
Specific Gravity 60° F (15.6° C)	AASHTO T 228	1.140 max
Cone Penetration, 77° F (25° C), 150 g, 5 sec, dmm	ASTM D 5329	90 max
Resilience, 77° F (25° C), 20 sec, percent	ASTM D 5329	30 min
Viscosity, 380° F (193.3° C), SC4-27 spindle, 20 rpm, Cp	ASTM D 4402	2,500 max
Bond, Non-Immersed as specified in AASHTO M 282	ASTM D 5329	Pass
(a) Maximum of 4 lb force during the specified elongation of 30 cm @ 1 cm/min, 39.2° F (4° C). *(b)* Delete Bond, Non-Immersed modification in AASHTO M 282. Perform tensile-adhesion test according to ASTM D 5329.		

CONSTRUCTION METHODS

601-3.1 The asphalt-rubber mixture shall be heated in a double boiler pot in order to keep to a minimum any localized heating. The mixture shall be combined, mixed, heated, and placed in accordance with the manufacturer's recommendations.

Cracks less than 1/8-inch in width shall not be sealed unless directed by the RPR. All cracks and joints that are to be sealed shall be blown out with an air compressor prior to sealing. All previously unsealed cracks with widths between 1/8 and 1/2-inches shall be routed out to a maximum width of 1/2-inch and a minimum depth of 1/2-inch prior to sealing. Sealing shall penetrate the full depth of the crack. All cracks in excess of 1/2-inch in width are to be sealed to full depth that the material can penetrate, but no less than the width of the crack. Cracks in excess of 5/8-inch need not be routed. Any cracks that are excessively wide and/or deep, as determined by the RPR, shall be filled with a bituminous material (Item P-401) or an approved compressible material prior to filling with the sealant. This material shall be placed to within 3/4-inch from the top of the pavement.

Joints and cracks shall be inspected to ensure they are clean and dry, and shall be approved by the RPR before sealing is allowed.

The joint and crack sealant shall be applied uniformly solid from bottom to top and shall be filled without formation of entrapped air or voids. Cracks shall be filled to within 1/4-inch to 1/8-inch of the adjacent pavement surface. In no event shall the sealant protrude above the adjacent surface. Care shall be taken to avoid overfilling the cracks. Sealant should be confined to the crack using a seal, v-shaped squeegee or other approved means. Cracks shall be blocked at the pavement edges to prevent sealant from running out on the shoulders.

Where traffic or construction activities may cause tracking or pullout of the sealant material, the contractor shall sand the sealant as it is placed or as directed by the RPR.

Excess sealant from filling operation, spills, drips, or any other cause shall be immediately removed from the pavement surface, so that no measurable thickness of sealant material remains on the surface.

Sealant material picked up or pulled out shall be replaced at Contractor's expense. Any damage to the public resulting from sealant application or sealant pullout shall be paid for by the Contractor.

METHOD OF MEASUREMENT

601-4.1 The amount of crack sealing to be paid for shall be measured in linear feet of crack seal material placed and accepted by the RPR.

BASIS OF PAYMENT

601-5.1 Payment will be made at the contract unit price per linear foot for "Crack Sealing." This price shall be full compensation for furnishing all materials, for preparation and cleaning all cracks, for the installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-601a	Routed Crack Seal – per linear foot
Item P-601b	Reseal Crack Seal – per linear foot

END OF ITEM P-601

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Item P-608 Emulsified Asphalt Seal Coat

DESCRIPTION

608-1.1 This item shall consist of the application of a emulsified asphalt surface treatment composed of an emulsion of natural and refined asphalt materials, water and a polymer additive, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including low-speed taxiways, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans. The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term emulsified asphalt means an emulsion of natural and refined asphalt materials.

MATERIALS

608-2.1 Aggregate. The aggregate material shall be a dry, clean, dust and dirt free, sound, durable, angular shaped manufactured specialty sand, such as that used as an abrasive, with a Mohs hardness of 6 to 8. The Contractor shall submit the specialty sand manufacturer's technical data and a manufacturer's Certificate of Analysis (COA) indicating that the specialty sand meets the requirements of the specification to the RPR prior to start of construction. The sand must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136 and ASTM C117:

Aggregate Material Gradation Requirements[1]

Sieve Designation (square openings)	Individual Percentage Retained by Weight
No. 10 (2.00 mm)	0
No. 14 (1.41 mm)	0-4
No. 16 (1.18 mm)	0-8
No. 20 (850 µm)	0-35
No. 30 (600 µm)	20-50
No. 40 (425 µm)	10-45
No. 50 (300 µm)	0-20
No. 70 (212 µm)	0-5
No. 100 (150 µm)	0-2
No. 200 (75 µm)	0-2

[1] Locally available sand or abrasive material that is slightly outside of the gradation requirements may be approved by the RPR with concurrence by the seal coat manufacturer for the use of locally available sand or abrasive material. The RPR and manufacturer's field representative should verify acceptance during application of Control strips indicated under paragraph 608-3.2.

The Contractor shall provide a certification showing particle size analysis and properties of the material delivered for use on the project. The Contractor's certification may be subject to verification by testing the material delivered for use on the project.

608-2.2 Asphalt Emulsion. The asphalt emulsion shall meet the properties in the following table:

Concentrated Asphalt Emulsion Properties

Properties	Specification	Limits
Viscosity, Saybolt Furol at 77°F (25°C)	ASTM D7496	20 – 100 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	57% minimum
Sieve Test	ASTM D6933	0.1% maximum
24-hour Stability	ASTM D6930	1% maximum
5-day Settlement Test	ASTM D6930	5.0% maximum
Particle Charge [1]	ASTM D7402	Positive 6.5 maximum pH

[1] pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, asphalt emulsions.

The asphalt material base residue shall contain not less than 20% gilsonite, or uintaite and shall not contain any tall oil pitch or coal tar material and shall contain no less than three percent (3%) polymer.

Tests on Residue from Distillation or Evaporation

Properties	Specification	Limits
Viscosity at 275°F (135°C)	ASTM D4402	1750 cts maximum
Solubility in 1, 1, 1 trichloroethylene	ASTM D2042	97.5% minimum
Penetration	ASTM D5	50 dmm maximum
Asphaltenes	ASTM D2007	15% minimum
Saturates	ASTM D2007	15% maximum
Polar Compounds	ASTM D2007	25% minimum
Aromatics	ASTM D2007	15% minimum

The asphalt emulsion, when diluted in the volumetric proportion of two parts concentrated asphalt material to one part hot water shall have the following properties:

Two-to-One Dilution Emulsion Properties

Properties	Specification	Limits
In Ready-to-Apply Form, two parts concentrate to one part water, by volume		
Viscosity, Saybolt Furol at 77°F (25°C)	ASTM D7496	5 – 50 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	38% minimum
Pumping Stability [1]		Pass

[1] Pumping stability is tested by pumping one pint (475 ml) of seal coat diluted one (1) part concentrate to one (1) part water, at 77°F (25°C), through a 1/4-inch (6 mm) gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt material storage and handling temperature shall be between 50°F - 160°F (10°C - 70°C) and the material shall be protected from freezing, or whenever outside temperature drops below 40°F (4°C) for prolonged time periods.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

608-2.3 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use. Water used in making and diluting the emulsion shall be potable, with a maximum hardness of 90ppm calcium and 15ppm magnesium; deleterious iron, sulfates, and phosphates maximum 7ppm, and less than 1ppm of organic byproducts. Water shall be a minimum of 140°F (60°C) prior to adding to emulsion.

608-2.4 Polymer. The polymer shall meet the properties in the following table:

Polymer Properties

Properties	Limits
Solids Content	47% to 65%, Percent by Weight
Weight	8.0 to 9.0 pounds/gallon (1.07 to 1.17 kg/L)
pH	3.0 to 8.0
Particle Charge	Nonionic/Cationic
Mechanical Stability	Excellent
Film Forming Temperature, °C	+5°C, minimum
Tg, °C	22°C, maximum

The manufacturer shall provide a copy of the Certificate of Analysis (COA) for the polymer used in the seal coat; and the Contractor shall include the COA with the emulsified asphalt COA when submitting to the RPR.

608-2.5 Seal Coat with Aggregate. The Contractor shall submit friction test data from no less than one of the airport projects identified under 608-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph (65 or 95 km/h) wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

COMPOSITION AND APPLICATION RATE

608-3.1 Application Rate. The approximate amounts of materials per square yard (square meter) for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified dilution rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation.

Application Rate

Dilution Rate	Quantity of Emulsion gal/yd^2 (l/m^2)	Quantity of Aggregate lb/yd^2 (kg/m^2)
2:1	0.08-0.17 (0.36-0.77)	0.20-0.50 (0.11-0.27)

608-3.2 Control areas and control strips. Prior to full application, the control strip must be accepted by the RPR. The surface preparation, personnel, equipment, and method of operation used on the test area(s) and control strip(s) shall be the same as used on the remainder of the work.

A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both emulsion and aggregate to be approved by the RPR.

A test area(s) and control strip(s) shall be applied for each differing asphalt pavement surface identified in the project. The test area(s) and control strip(s) shall be used to determine the material application rate(s) of both emulsion and sand prior to full production.

a. For taxiway, taxilane and apron surfaces. Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor's manufacturer's representative to determine

appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.

b. For runway and high-speed exit taxiway surfaces. Prior to full application, the Contractor shall place a series of control strips a minimum of 300 feet (90 m) long by 12 feet (3.6 m) wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the RPR to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by the RPR. The control strips should be placed under similar field conditions as anticipated for the actual application. The skid resistance of the existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to application. The Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 8 to 36 hours after application of the control strips depending on site and environmental conditions. Aircraft shall not be permitted on the runway or high speed exit taxiway control strips until such time as the Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph (65 and 95 km/h) wet with approved CFME.

If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and additional skid resistance tests performed and evaluated. Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-8.1.

CONSTRUCTION METHODS

608-4.1 Worker safety. The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt emulsion product and sand and require workmen to follow the manufacturer's recommended safety precautions.

608-4.2 Weather limitations. The asphalt emulsion shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied in strong winds that interfere with the uniform application of the material(s), or when dust or sand is blowing or when rain is anticipated within eight (8) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 60°F (16°C) and rising. Seal coat shall not be applied when pavement temperatures are expected to exceed 130ºF within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the emulsion. Should emulsion get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

608-4.3 Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. Pressure distributor. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven hundred (700) feet per minute (213 m per minute). The equipment will be tested under pressure for leaks and to ensure proper set-up before use. The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure

and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a 12-foot (3.7-m), minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (0.15 to 0.80 liters per square meter). These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively heat and mix the material to the required temperature prior to application in accordance with the manufacturer's recommendations.

The distributor shall be equipped with a hand sprayer to spray the emulsion in areas not accessible to the distributor truck.

b. Aggregate spreader. The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply sand to the emulsion in a single pass operation without driving through wet emulsion. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the sand at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The sander shall have a minimum hopper capacity of 3,000 pounds (1361 kg) of sand. Push-type hand sanders will be allowed for use around lights, signs and other obstructions, if necessary.

c. Power broom/blower. A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

d. Equipment calibration. Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

608-4.4 Preparation of asphalt pavement surfaces. Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and then treat these areas with a spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

a. New asphalt pavement surfaces. Allow new asphalt pavement surfaces to cure so that there is no concentration of oils on the surface.

Perform a water-break-free test to confirm that the surface oils have degraded and dissipated. (Cast approximately one gallon (4 liters) of clean water out over the surface. The water should sheet out and wet the surface uniformly without crawling or showing oil rings.) If signs of crawling or oil rings are apparent on the pavement surface, additional time must be allowed for additional curing and retesting of the pavement surface prior to treatment.

608-4.5 Emulsion mixing. The application emulsion shall be obtained by blending asphalt material concentrate, water and polymer, if specified. Always add heated water to the asphalt material concentrate, never add asphalt material concentrate to heated water. Mix one part heated water to two parts asphalt material concentrate, by volume.

Add 3-3.5% polymer, by volume, to the emulsion mix. If the polymer is added to the emulsion mix at the plant, submit weight scale tickets to the RPR. As an option, the polymer may be added to the emulsion mix at the job site

provided the polymer is added slowly while the asphalt distributor truck circulating pump is running. The mix must be agitated for a minimum of 15 minutes or until the polymer is mixed to the satisfaction of the RPR.

608-4.6 Application of asphalt emulsion. The asphalt emulsion shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. The asphalt emulsion should be applied at a temperature between 130°F (54°C) and 160°F (70°C) or in accordance with the manufacturer's recommendation.

If low spots and depressions greater than 1/2 inch (12 mm) in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee until the pavement surface is free of any pools of excess material.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred.

608-4.7 Application of aggregate material. Immediately following the application of the asphalt emulsion, friction sand at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt emulsion in a single-pass operation simultaneous with the sealer application. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material, and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the sand shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

QUALITY CONTROL (QC)

608-5.1 Manufacturer's representation. The manufacturer's representative knowledgable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

608-5.2 Contractor qualifications. The Contractor shall provide documentation to the RPR that the seal coat Contractor is qualified to apply the seal coat, including personnel, and equipment, and has made at least three (3) applications similar to this project in the past two (2) years.

MATERIAL ACCEPTANCE

608-6.1 Application rate. The rate of application of the asphalt emulsion shall be verified at least twice per day.

608-6.2 Friction tests. Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be performed on all runway and high-speed taxiways that received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph (65 or 95 km/h) both wet, 15 feet (4.5 m) to each side of runway centerline with approved continuous friction measuring equipment (CFME). The Contractor shall coordinate testing with the RPR and provide the RPR a written report of friction test results. The RPR shall be present for testing.

METHOD OF MEASUREMENT

608-7.1 Asphalt surface treatment. The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

BASIS OF PAYMENT

608-8.1 Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, including the friction testing and all work required to meet AC 150/5320-12, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

Payment will be made under:

Item P-608a	Emulsified Asphalt Seal Coat – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D244	Standard Test Methods and Practices for Emulsified Asphalts
ASTM D2007	Standard Test Method for Characteristic Groups in Rubber Extender and Processing Oils and Other Petroleum-Derived Oils by the Clay-Gel Absorption Chromatographic Method
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors

ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys

Advisory Circulars (AC)

AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
AC 150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements

END OF ITEM P-608

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Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
Waterborne Type II	White (Temporary)	37925	230 ft^2 / gal (5.6 m^2 / l)	NA	NA
Waterborne Type II	Yellow (Temporary)	33538 or 33655	230 ft^2 / gal (5.6 m^2 / l)	NA	NA
Waterborne Type II	White	37925	115 ft^2 / gal (5.6 m^2 / l)	Type I	7 lbs / gal
Waterborne Type II	Yellow	33538 or 33655	115 ft^2 / gal (5.6 m^2 / l)	Type I	7 lbs / gal

[1] See paragraph 620-2.2a

[2] See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be 100% cross linking acrylic as evidenced by infrared peaks

at wavelengths 1568, 1624, and 1672 cm-l with intensities equal to those produced by an acrylic resin known to be 100% cross linking

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of **30** days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings. Preformed thermoplastic pavement markings not used**.**

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 readings shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m^2/lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than[1]	100	75	10

[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of markings shall be paid for shall be measured by the number of square feet of painting**.**

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.1a Payment for markings shall be made at the contract price for the number of square feet of painting.

Payment will be made under:

Item P-620a	Temporary Pavement Markings – per square foot
Item P-620b	Permanent Pavement Markings – per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive

ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	
	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

KANAB
UTAH

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

DATE: October 14, 2025
TO: Mayor and City Council
SUBJECT: Special Events Ordinance
PREPARED BY: City Manager, Kyler Ludwig

Background:

Kanab City seeks to update its regulation of special events through a complete rewrite of Section 9-06 of the Business Licenses and Regulations Ordinance. Historically, Kanab's code only allowed non-profit special events, and for-profit events were permitted on a case-by-case basis outside the scope of staff authority or clear regulatory standards. As a result, many events particularly those involving camping, amplified entertainment, or vendor sales have occurred outside of traditional zoning allowances. These inconsistencies have led to growing staff concerns related to enforcement limitations, neighborhood impacts, and unclear expectations for applicants and event hosts.

The City has seen growing interest in both community events and private gatherings, reflecting broader regional trends. In some cases, event types hosted in neighboring communities have drawn public attention or concern due to their political, cultural, or social nature. Under the protections of the First Amendment, Kanab City may not regulate events based on content but may impose reasonable restrictions on time, place, and manner. The proposed ordinance acknowledges this legal framework and establishes a consistent permitting process that may apply to events some may find controversial, while ensuring compliance with constitutional standards.

Analysis:

The proposed Section 9-06 introduces a comprehensive framework for special event regulation, including:

1. Purpose and Structure
   - Establishes a neutral, transparent permitting process.
   - Balances public access with organized events that support tourism, culture, and economic activity.

2. Tiered System for Events
    - Defines three tiers of events based on size and impact.
    - Provides flexibility for small gatherings (Tier 1- Less than 100 participants) and robust requirements for larger public events (Tier 2: 101-500 and Tier 3 501+).
3. Clear Definitions
    - Includes detailed terms for different event types (e.g., filming, races, markets, parades, etc.).
    - Clarifies the differences between City events, City-sponsored, and City-partnered events.
4. Permit and Application Process
    - Sets clear timelines: 45-day minimum for most events; 14-day minimum for Tier 1 events.
    - Introduces an Events Review Committee (ERC) for coordinated internal review.
    - Requires written use agreements for approved events.
5. Insurance and Risk
    - Specifies insurance coverage thresholds based on event type and risk.
    - Allows for reduced requirements for low-risk (Tier 1) events.
    - Requires signed indemnification and liability waivers.
6. Fees and Waivers
    - Establishes cost recovery and application fees.
    - Allows City Manager approval for fee waivers to government entities.
    - Requires City Council approval for waivers requested by nonprofit or private groups.
7. Use and Limitations
    - Includes Table 1 showing where different event types are permitted and the number of event days allowed per month for each location.
    - Protects residential areas from overuse and maintains regular access to parks and trails.
8. Denials, Appeals, and Enforcement
    - Lists clear grounds for permit denial (e.g., prior violations, falsehoods, site limitations).
    - Establishes a standard and expedited appeals process.
    - Violations may lead to permit suspension and two-year or permanent bans.
9. Additional Requirements
    - Mandates neighborhood notification for high-impact events.
    - Requires sales tax collection plans for vendor-inclusive events.
    - Grants access for City inspections to ensure compliance.

Legal:

Approved as to form

Financial:

Recommendations/Actions: It is recommended the City Council:

ORDINANCE NO. 10- -25 O

AN ORDINANCE AMENDING KANAB CITY GENERAL ORDINANCE CHAPTER 9, BUSINESS LICENSES AND REGULATIONS

WHEREAS, the City Council has found a need for clarification, modification, and certain additions to Section 9, Business Licenses and Regulations.

WHEREAS, the Kanab City Planning Commission held a public hearing during its regularly scheduled meeting on October 7th, 2025, to consider, among other things, amending the Kanab City General Ordinance Chapter 9, Business Licenses and Regulations.

WHEREAS, the Kanab City Council met during its regularly scheduled meeting on October 14th, 2025, to consider, among other things, amending the Kanab City General Ordinances, Section 9, Business Licenses and Regulations.

NOW, THEREFORE, BE IT ORDAINED by the Kanab City Council that the Kanab General Ordinance is hereby amended as reflected in the ___page(s) attached hereto.

Authorizing staff to make additional grammatical, formatting, and other non-substantive corrections.

All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance or the Code hereby adopted are hereby repealed. The provisions of this Ordinance shall be severable, and, if any provision thereof or any application of such provision is held invalid, it shall not affect any other provisions of this code or the application in a different circumstance.

This ordinance shall be effective upon the required posting.

PASSED AND ORDERED POSTED this____day of October, 2025.

KANAB CITY

_____
MAYOR

ATTEST:

_____
RECORDER

VOTING:

Boyd Corry	Yea ____ Nay ____
Peter Banks	Yea ____ Nay ____
Arlon Chamberlain	Yea ____ Nay ____
Scott Colson	Yea ____ Nay ____
Chris Heaton	Yea ____ Nay ____

POSTED the ___ day of _____, 2025, as certified by the Recorder: _____.

RECORDER

Section 9: BUSINESS LICENSES AND REGULATIONS

- 9-01 General Business License Process
- 9-02 General Fees & Time Periods
- 9-03 Solicitors
- 9-04 Mass Gatherings
- 9-05 Special Sales Events and Promotions
- 9-06 ~~Non-Profit~~ Special Events
- 9-07 Seasonal Businesses
- 9-08 Alcoholic Beverage Control
- 9-09 Construction Permits
- 9-10 Offensive Businesses and Facilities
- 9-11 Short Term Rental Property

Section 9: BUSINESS LICENSES AND REGULATIONS

9-01 General Business License Process

- 9-01-010 Penalty for No License
- 9-01-020 Business Definition
- 9-01-030 City License Officer's Powers and Duties
- 9-01-040 License Denial or Revocation
- 9-01-050 License - Application - Issuance
- 9-01-060 Content of License
- 9-01-070 No Transfer of License
- 9-01-080 Separate License for Branch Establishments
- 9-01-090 Hearing as to Classification
- 9-01-100 Exemptions
- 9-01-110 Qualifying for Exemptions
- 9-01-120 Civil Enforcement

9-01-010 Penalty for No License

It shall be a Class B Misdemeanor:

(1) To engage in any activity or business regulated or licensed under the provisions of this Section without a valid license therefor; or
(2) To otherwise violate any provision of this Section.

9-01-020 Business Definition

To engage in any activity or business means:

(1) operating, keeping, conducting, or maintaining a vacation rental dwelling;
(2) sale of tangible personal property at retail or wholesale;
(3) manufacturing of goods; or
(4) rendering of services to others for consideration (i.e., something of value), and includes (as examples, and not by way of limitation): retail merchants; persons engaged in trades and crafts; professionals, including doctors, lawyers, accountants, and dentists; contractors; banks; savings

and loan associations; and real estate agents. The act of employees rendering services to employers shall not be included in such terms unless otherwise specifically prescribed.

9-01-030 City License Officer's Powers and Duties

(1) The City Recorder is the City License Officer. The City License Officer shall issue licenses in the name of the City to all persons qualified under the provisions of this Section, shall collect all license fees based upon the rate established by this Section, and shall remit all license fees collected to the City Treasurer. While the City License Officer may disclose business names and locations as public information, all other information furnished to or secured by the City License Officer under the authority of this Section shall be kept in strict confidence, shall not be subject to public inspection, and shall be kept in such a manner as to prevent disclosure to persons other than those charged with the administration of this Section except as otherwise provided by law. He or she shall enforce all provisions of this Section, and shall cause to be filed complaints against all persons violating any of the provisions of this Section. The City License Officer shall have the power, directly or through his or her appointed agents, to:

A. Adopt forms - Adopt all forms and prescribe the information required therein as to all matters relevant for the issuance of a license hereunder.
B. Investigation - Investigate and determine the eligibility of any applicant or licensee either at the time of issuance of a license or at any reasonable time after its issuance in such manner as may be reasonable and necessary for the proper administration and enforcement of this Section. The Chief of Police, the Fire Marshall, and their authorized officers and deputies are authorized and declared to be investigators for the City License Officer upon request of the latter.
C. Inspection of Premises and Records - Inspect prospective or existing places of business to ensure compliance with building, zoning, safety, and health codes, and request production by the applicant or licensee

of documents which will verify the number of employees or other information relevant under this Section. The Officer shall utilize the investigators referred to in sub-paragraph B, above, for the purpose of the inspections provided for herein.

D. Give Notice - Notify any applicant of the acceptance or rejection of his or her application and, in the event of rejection, upon request of the applicant, state in writing the reasons for such rejection; notify a licensee of any infraction of City zoning, building, fire or health codes disclosed by the inspection provided herein, together with notice of the revocation by the City License Officer of the license unless correction of the infraction is effected within five days after such notification.

E. Request Enforcement - Request the City Attorney to file a complaint against any applicant or any licensee who conducts a business in violation of this Section.

F. Good Standing of Applicant or Licensee - Determine that the applicant or licensee is not in default under the provisions of any City ordinance, or indebted or obligated in any manner to the City or the utilities operated by it; ~~to not~~nor is the applicant ~~be~~ in violation of any City zoning regulations by reason of the condition of business premises or the use to be made thereof.

(2) In the event the City License Officer has not fulfilled his or her duties in regards to issuing the license at the time the applicant or licensee pays for a license or renewal thereof, the City Treasurer may issue a receipt for the money paid but it shall not be construed as the approval of the City License Officer for the issuance of the License, nor shall it entitle or authorize the applicant to open or maintain any business until such times as the license itself has been issued to him.

9-01-040 License Denial or Revocation

The City may deny, suspend, or revoke a license if the applicant:

(1) Has obtained a license by fraud or deceit;

(2) Has failed to pay personal property taxes or other required taxes or fees imposed by the City; or
(3) Has violated the laws of the State of Utah, the United States Government, or the ordinances of the City governing operation of the business for which the applicant is applying for the license.

9-01-50 License - Application - Issuance

(1) All applications for a business license, except as otherwise provided in this code, shall be made in writing to the City License Officer.
(2) All licenses shall be approved and signed by the City License Officer or its designee. The City License Officer shall file all applications for license with accompanying statements and bonds, and shall keep an alphabetical list of licenses issued, stating the number, name, licensing time frame, place and kind of business, and the amount paid, with such remarks as may be considered necessary.
(3) All business license issuances shall be subject to a fire inspection to ensure compliance with applicable fire codes and regulations.

A. Inspection Options:
    i. The City may conduct a fire inspection, subject to a fee as outlined in the Kanab City Consolidated Fee Schedule.
    ii. Applicants may elect to perform a self-inspection and certify their compliance with fire code requirements, using forms and guidelines provided by the City.
B. Regardless of the inspection method selected, the City reserves the right to conduct fire inspections at any time to verify compliance and ensure the safety and welfare of residents.

9-01-060 Content of License

Every license issued shall specify, by name, the person to whom it is issued and shall designate the particular place at which the business is to be carried on. No license granted or issued under any of the provisions of this Section shall be in any manner assignable or transferable, or authorize any other person than is therein mentioned and named to do business, or

authorize any other business than is therein mentioned or named to be done or transacted, or the business therein mentioned or named to be done or transacted at any place other than is therein mentioned or named, unless specifically authorized herein.

9-01-070 No Transfer of License

A business license issued hereunder shall not be transferrable to a new owner of any licensed business, or to a new entity owning or operating such business, wherein the previous licensee is not the owner of a majority interest in the new entity. An existing license may be transferred from one location to another, where the business is operated at a fixed location, only after obtaining approval of the City License Officer, having a new license issued indicating the new location, and paying an additional fee in accordance with the Kanab City Consolidated Fee Schedule as well as a fee for a fire inspection of the new premises. The City License Officer shall not approve the transfer of a license to a new location operated by the same licensee where the basic type of business in which he shall engage is changed from his former business. Upon the termination of business, the expiration of a license year, or the revocation of a license, the previous license permit shall be destroyed.

9-01-080 Separate License for Branch Establishments

A separate license must be obtained for each branch established or each separate place of business in which the business activities of a licensee are carried on, except that warehouses and distributing plants from which no retail or public trade is conducted used in connection with or incidental to a business licensed under the provisions of this Section shall not be deemed to be separate places of business or branch establishments.

9-01-090 Hearing as To Classification

In the event the City License Officer determines that a business falls within a category that requires additional regulation, fees, or processing steps, an

applicant may contest such classification by submitting a notice of appeal in accordance with the process and procedures outlined in Chapter 3 of the Kanab City Land Use Ordinance.

[*See also*, Kanab City Land Use Ordinance, Chapter 15-8, Classification of New and Unlisted Business Uses. If the adverse decision relates to a new or unlisted business in the land use table of the zone in which the applicant desires to operate a business, then the procedure outlined in Chapter 15-8 must be followed.]

~~with his or her application a written request for hearing as to the propriety of such classification. The Officer shall submit any request for hearing so received to the Kanab City Council, and the Council shall notify such applicant in writing that on a day and at a time and place therein mentioned said Council shall take up for hearing the question as to whether said Classification is proper or not, and at which time and place said applicant may appear and be heard. At the time and place named in said notice, the City Council shall take up said matter and shall determine said question upon the facts presented to it, and it shall, within 30 days, enter an order according to its judgment upon the facts so presented. Included in that order shall be findings made by the City Council supporting its decision. If it shall be determined that the classification is improper, the Officer shall accept a new application under a general business classification or other specific classification. In the event an applicant or licensee for whom a bond is required because of any of the classifications referred to herein shall object to the size of such bond, he may request a hearing before the Kanab City Council as to the amount of bond set by the Officer in like manner as set forth above, and the Council shall either approve the bond as set by the Officer or instruct the Officer to reconsider the amount of the bond required.~~

9-01-100 Exemptions

Unless otherwise provided in this Section, the provisions of this Section shall not be construed to require a business license for:

(1) an activity which is conducted, managed, or carried on wholly for charitable, religious, or other non-profit purposes from which profit is not derived, directly or indirectly by any person. Qualification under the federal tax laws for non-profit status shall be prima facie evidence that a person has the charitable, religious, or non-profit purposes described above.
(2) Any person selling surplus household goods or furnishings at a private residence in the garage or yard, if such sales are held in accordance with the applicable requirements and frequency set in the municipal code.
(3) Any individual who is under 18 years of age.

9-01-110 Qualifying for Exemptions

With respect to exemptions from business license requirements claimed because of charitable, religious or other nonprofit status, the person claiming the exemption shall have the burden of establishing that exemption.

9-01-120 Civil Enforcement

Upon receipt of a report of the violation of this Section or of any other law or ordinance of the City, or of failure by a licensee or applicant to verify information or produce documents upon request, the City License Officer shall issue to the licensee a notice of the alleged violation, along with the manner in which the licensee can correct the violation if applicable. If the licensee refuses or is unable to correct the violation, or if the violation automatically revokes the license, the City License Officer shall also send a notice with a request that the licensee appear at a hearing at a date and time set forth in the notice, which date shall be not less than five (5) and not more than thirty (30) days after the date of the notice. In the event the City License Officer receives a sworn statement outlining specific facts showing the alleged violation is a threat to the safety, health, or welfare of any specific person or the public, the notice may also contain a provisional order to comply, in writing. The provisional order shall require compliance, or arrangements with the City Officer for such compliance, upon service of

the order. The notice shall be personally served upon the person, his or her agent, or employee. In the event service cannot be obtained upon the person doing business, or his agent or employee, a copy of such notice shall be affixed to some structure on the premises, and a copy shall be deposited in the United States mail addressed to the address contained on the license application. Upon such hearing before the City Council, the City License Officer and the licensee shall have the right to call witnesses, present evidence, and make statements. If the City Council finds that a violation of the license ordinance, City ordinances, license conditions, or other laws has occurred, the City Council shall declare the business license suspended until compliance is made or revoked because of the violation. Within 30 days of a decision, the City Council shall put in writing its findings in support of its decision. Upon revocation of a license, the licensee shall summarily cease business and close the premises upon which the business was operated. The City Attorney shall institute a civil suit at the request of the City License Officer to enjoin the operation of any business being operated without the license required hereunder, and he or she shall also commence suit to collect the amount of any unpaid amount, the payment of which is required hereunder, if it cannot be collected by other means. This subsection does not preclude the City's option of pursuing criminal charges against the licensee.

9-02 General Fees & Time Periods

- 9-02-010 General Business License Fee
- 9-02-020 Fee Payments and Prorations
- 9-02-030 Late Penalties
- 9-02-040 Expiration of Licenses
- 9-02-050 Year-End Fee Adjustment
- 9-02-060 Rebate of Fee

9-02-010 General Business License Fee

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Fees for business licenses and inspections are set in the Kanab City Consolidated Fee Schedule.

"Number of Employees" shall be the average number of employees engaging in the furtherance of the licensee's business from a base within the city during each regular working day of the preceding calendar year. In the computing of such number, a part-time or seasonal employee shall be counted as that fraction formed by using the total amount of hours regularly worked by the part-time employee in the year as the numerator and the number 2016 as the denominator. The fractional numbers for such part-time or seasonal employees shall be cumulated for the determination of the total number of employees. Any fractional balance after such accumulation shall be considered an additional employee.

9-02-020 Fee Payments and Prorations

All license fees shall be paid in advance at the office of the City Treasurer. Annual license fees shall be due and payable on the first day of April of each year. The license fee of any business commenced after the beginning of the license period shall be prorated for the balance of the year remaining.

9-02-030 Late Penalties

Any license fee due on April 1st that is paid later than April 30th of any license year shall be considered to be late, and a late penalty shall be assessed for each renewal or application submitted after April 30th and before June 1st of a license year. A license renewal application due on April 1st of a license year, which is not submitted until after June 1st of that year, shall pay an additional late fee.

9-02-040 Expiration of Licenses

All licenses shall expire on March 31st of each year, except those issued pursuant to a specific indicated time period.

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9-02-050 Year-End Fee Adjustment

If an applicant or licensee discovers by the end of any license year that the number of employees utilized by him or her at the beginning of that license year to determine the amount of license fee payable was an improper estimate, and the business did in fact during the year employ more or less persons than the number used as a basis for that fee, an amended application for that year shall be filed on or before April 30th of the following year setting forth the actual number of employees during the license year just completed, and the license fee for the coming year shall be adjusted in accordance with the amended application. The City License Officer shall have the right to verify through inspection of the business's payroll and personnel records the accuracy of any amended application. This Section shall ~~apply also~~also apply to businesses starting up after the commencement of the license year, but on a prorated basis.

9-02-060 Rebate of Fee

No rebate or refund of any license fee or part thereof shall be made by reason of the non-use of such license or by reason of a change of location or type of business rendering the use of such license ineffective, except in the following instances:

(1) When a license fee is collected in error;
(2) When a licensee has been prevented from enjoying the full license term due to death or physical incapacity to engage in business;
(3) When a licensee is rendered unable to conduct business because he has entered the armed services of the United States; or
(4) When the licensed business is destroyed by fire or other casualty through no fault of the licensee. In the event of the applicability of an exception, the rebate shall be prorated according to the number of days remaining in the license year after the occurrence of the event relied upon for a rebate.

Section 9: BUSINESS LICENSES AND REGULATIONS

9-02-70 Fee Waivers

Fee waivers do not change the requirements for businesses to have a business license and to comply with other applicable federal, state, and local laws and regulations. Businesses are eligible for a fee waiver if all business activities fall under the following criteria:

(1) The business is a producer of unprocessed food grown on the producer's property, located within Kanab City limits or within fifty (50) miles of the City's limits, and generating less than 5,200 dollars per year in gross revenues. Unprocessed food includes fruits, vegetables, herbs, mushrooms, and flowers. This section does not apply to any producer who sells products that have been processed or altered in any way.

(2) Any person with a Cottage Food Establishment permitted by the State of Utah generating less than 5,200 dollars per year in gross revenues.

(3) Home occupation businesses that do not create an additional offsite impact. Examples of offsite impact include regular deliveries, client meetings, signage, utilization of off-street parking, storage of materials, and employment of people not living in the home.

[The dollar amounts in this section may be updated or adjusted in accordance with State law or the City's Consolidated Fee Schedule.]

9-03 Solicitors

- 9-03-010 Purpose
- 9-03-020 No Other City License or Approval Required
- 9-03-030 Definitions
- 9-03-040 Exemptions from This Subsection
- 9-03-050 Solicitation Prohibited
- 9-03-060 Registration of Solicitors
- 9-03-070 Application Form
- 9-03-080 Written Disclosures
- 9-03-090 When Registration Begins
- 9-03-100 Issuance of Certificates
- 9-03-110 Certificate Form and Identification Badge

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- 9-03-120 Maintenance of Registry
- 9-03-130 Non-Transferability of Certificates
- 9-03-140 Denial, Suspension or Revocation of a Certificate
- 9-03-150 Appeal
- 9-03-160 Deceptive Soliciting Practices Prohibited
- 9-03-170 "No Solicitation" Notice
- 9-03-180 Duties of Solicitors
- 9-03-190 Time of Day Restrictions
- 9-03-200 Buyer's Right to Cancel

9-03-010 Purpose

Residents of the City have an inalienable interest in their personal safety, well-being, and privacy in their residences, as well as their ability to provide or receive information regarding matters of personal belief, political or charitable activities, and goods and services lawfully in commerce. The City has a substantial interest in protecting the well-being, tranquility, personal safety, and privacy of its citizens, which includes the ability to protect citizens from unwanted intrusions upon residential property. The City also has a substantial interest in protecting citizens from fraud or otherwise unfair consumer sales practices as well as criminal activity.

There must be a balance between these substantial interests of the City and its citizens, and the effect of the regulations in this Section on the rights of those who are regulated. Based on the collective experiences of City officials derived from regulating business activity, protecting persons and property from criminal conduct, responding to the inquiries of citizens regarding door-to-door Solicitation, the experience of its law enforcement officers and those affected by door-to-door canvassing and solicitation, as well as judicial decisions outlining the boundaries of constitutional protections afforded and denied persons seeking to engage in door-to-door Solicitation, the City adopts this Subsection to promote the City's substantial interests in:

(1) respecting citizen~~'~~s' decisions regarding privacy in their residences;
(2) protecting persons from criminal conduct;
(3) providing equal opportunity to advocate for and against religious belief, political position, or charitable activities; and
(4) permitting truthful and non-misleading door-to-door solicitation regarding lawful goods or services in intrastate or interstate commerce.

The City finds that the procedures, rules, and regulations set forth in this Section are narrowly tailored to preserve and protect the City's interests referred to herein, while at the same time balancing the rights of those regulated.

9-03-20 No Other City License or Approval Required

(1) Registered solicitors and persons exempt from Registration need not apply for ~~n~~or obtain any other license, permit, or registration from the City to engage in door-to-door solicitation.
(2) Any business licensed by the City under another City Ordinance that uses employees, independent contractors, or agents for door-to-door solicitation in an effort to provide any tangible or intangible benefit to the Business~~,~~ shall be required to have such solicitors obtain a Certificate, unless otherwise exempt from registration.
(3) Those responsible persons or entities associated with registered solicitors need not apply for, nor obtain, any other license, permit, or registration from the City, provided they do not establish a temporary or fixed place of business in the City.
(4) Nothing herein is intended to interfere with or supplant any other requirement of federal, state, or other local government law regarding any license, permit, or certificate that a registered solicitor is otherwise required to have or maintain.

9-03-030 Definitions

For the purposes of this Chapter, the following definitions shall apply:

Section 9: BUSINESS LICENSES AND REGULATIONS

(1) **Advocating** means speech or conduct intended to inform, promote, or support a religious belief, political position, or charitable activities.

(2) **Appeals Officer** means the City's ~~Council~~ Appeal Officer or designee of the City responsible for receiving the information from the City and Appellant regarding the denial or suspension of a Certificate and issuing a decision as required by this Section and pursuant to the process and procedure outlined in Kanab City's Land Use Ordinance, Chapter 3.

(3) **Appellant** means the person or entity appealing the denial or suspension of a Certificate, either personally as an Applicant or registered Solicitor, or on behalf of the Applicant or registered solicitor.

(4) **Applicant** means an individual who is at least sixteen (16) years of age and not a corporation, partnership, limited liability company, or other lawful entity, who applies for a Certificate permitting door-to-door solicitation.

(5) **Application Form** means a standardized form provided by the City to an Applicant to be completed and submitted as part of registration.

(6) **B.C.I**. means an original or copy, dated no older than 180 days prior to the date of the Application, of either: (1) a Utah Department of Public Safety Bureau of Criminal Identification verified criminal history report personal to the Applicant; or (2) verification by the Utah Department of Public Safety Bureau of Criminal Identification that no criminal history rising to the level of a Disqualifying Status exists for the Applicant.

(7) **Business** means a commercial enterprise licensed by the City as a person or Entity under this Section, having a fixed or temporary physical location within the City.

(8) **Certificate** means a temporary, annual, or renewal Certificate permitting door-to-door solicitation in the City applied for or issued pursuant to the terms of this Section.

(9) **Charitable Activities** mean advocating by persons or Entities that either are, or support, a charitable organization.

(10) **Charitable Organization** includes any person, joint venture, partnership, limited liability company, corporation, association, group, or other entity:

A. that is:

i. a benevolent, educational, voluntary health, philanthropic, humane, patriotic, religious, social welfare or advocacy, public health, environmental or conservation, or civic organization;
ii. for the benefit of a public safety, law enforcement, or firefighter fraternal association; or
iii. established for any charitable purpose; and

B. that is tax exempt under applicable provisions of the Internal Revenue Code of 1986 as amended, and qualified to solicit and receive tax-deductible contributions from the public for charitable purposes.

Charitable organization includes a chapter, branch, area, office, or similar affiliate, or any person soliciting contributions within the state for a Charitable Organization that has its principal place of business outside the City or State of Utah.

(11) **Competent Individual** means a person claiming or appearing to be at least eighteen (18) years of age and of sufficiently sound mind and body to be able to engage in rational thought, conversation, and conduct.
(12) **Completed Application** means a fully completed Application Form, a B.C.I, two copies of the original identification relied on by the Applicant to establish proof of identity, and the tendering of fees.
(13) **Criminally Convicted** means the final entry of a conviction, whether by a plea of no contest, guilty, entry of a judicial or jury finding of guilt, which has not been set aside on appeal or pursuant to a writ of habeas corpus. The criminal conviction is that offense of which the Applicant or registered solicitor was convicted, without regard to the reduced status of the charge after completion of conditions of probation or parole, and charges dismissed under a plea in abeyance or diversion agreement.
(14) **Disqualifying Status** means anything specifically defined in this Section as requiring the denial or suspension of a Certificate, and any of the following:

A. The Applicant or registered solicitor has been Criminally convicted of: (i) felony homicide, (ii) physically abusing, sexually abusing, or

exploiting a minor, (iii) the sale or distribution of controlled substances, or (iv) sexual assault of any kind;

B. Criminal charges currently pending against the Applicant or registered solicitor for: (i) felony homicide, (ii) physically abusing, sexually abusing, or exploiting a minor, (iii) the sale or distribution of controlled substances, or (iv) sexual assault of any kind;
C. The Applicant or registered solicitor has been criminally convicted of a felony within the last ten (10) years;
D. The Applicant or registered solicitor has been incarcerated in a federal or state prison within the past five (5) years;
E. The Applicant or registered solicitor has been criminally convicted of a misdemeanor within the past five (5) years involving a crime of: (i) moral turpitude, or (ii) violent or aggravated conduct involving persons or property;
F. A Final Civil Judgment has been entered against the Applicant or registered solicitor within the last five (5) years indicating that: (i) the Applicant or registered solicitor had either engaged in fraud, or intentional misrepresentation, or (ii) that a debt of the Applicant or registered solicitor was non-dischargeable in bankruptcy pursuant to 11 U.S.C. 523(a)(2), (a)(4), (a)(6), or (a)(19);
G. The Applicant or registered solicitor is currently on parole or probation to any court, penal institution, or governmental entity, including being under house arrest or subject to a tracking device;
H. The Applicant or registered solicitor has an outstanding arrest warrant from any jurisdiction; or
I. The Applicant or registered solicitor is currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction.

(15) **Door-to-Door Solicitation** means the practice of engaging in or attempting to engage in conversation with any person at a residence, whether or not that person is a competent individual, while making or seeking to make or facilitate a home solicitation sale, or attempting to further the sale of goods and or services.

Section 9: BUSINESS LICENSES AND REGULATIONS

(16) **Entity** includes a corporation, partnership, limited liability company, or other lawful entity, organization, society, or association.

(17) **Fees** means the cost charged to the Applicant or Registered Solicitor for the issuance of a Certificate and/or Identification Badge, which shall not exceed the reasonable costs of processing the application and issuing the Certificate and/or Identification Badge.

(18) **Final Civil Judgment** means a civil judgment that would be recognized under state law as a judgment to which collateral estoppel would apply.

(19) **Goods** means one or more tangible items, wares, objects of merchandise, perishables of any kind, subscriptions, or manufactured products offered, provided, or sold.

(20) **Home Solicitation Sale** means to make or attempt to make a sale of goods or services by a solicitor at a residence by means of door-to-door solicitation, regardless of

A. the means of payment or consideration used for the purchase;
B. the time of delivery of the Goods or Services; or
C. the previous or present classification of the Solicitor as a solicitor, peddler, hawker, itinerant merchant, or similar designation.

(21) **No Solicitation Sign** means a reasonably visible and legible sign that states No Soliciting, No Solicitors, No Salespersons, No Trespassing, or words of similar import.

(22) **Political Position** means any actually held belief, or information for, against, or in conjunction with any political, social, environmental, or humanitarian belief or practice.

(23) **Registered Solicitor** means any person who has been issued a current Certificate by the City.

(24) **Registration** means the process used by the City Licensing Officer to accept a completed application and determine whether or not a Certificate will be denied, granted, or suspended.

(25) **Religious Belief** means any sincerely held belief, or information for, against, or in conjunction with, any theistic, agnostic, or atheistic assumption, presumption or position, or religious doctrine, dogma, or practice regardless of whether or not the belief or information is endorsed by any other person or public or private entity.

(26) **Residence** means any living unit contained within any building or structure that is occupied by any person as a dwelling consistent with the zoning laws of the City, together with the lot or other real property on which the living unit is located. This does not include the sidewalk, public street, or public rights of way.

(27) **Responsible Person or Entity** means that person or entity responsible for providing the following to an applicant, registered solicitor, and the competent individual in a residence to whom a sale of goods or services is made or attempted to be made by means of a home solicitation sale:

A. maintaining a state sales tax number, a special events sales tax number, computing the sales taxes owing from any sale of goods or services, paying the sales taxes, and filing any required returns or reports;
B. facilitating and responding to requests from consumers who desire to cancel the sale pursuant to applicable contractual rights or law; and
C. refunding any monies paid or reversing credit card charges to those persons who timely rescind any sale pursuant to applicable contractual rights or law.

(28) **Sale of Goods or Services** means the conduct and agreement of a Solicitor and the Competent Individual in a Residence regarding a particular Good(s) or Service(s) that entitles the consumer to rescind the same within three days under any applicable federal, state, or local law.

(29) **Services** means those intangible goods or personal benefits offered, provided, or sold to a Competent Individual of a Residence.

(30) **Soliciting or Solicit or Solicitation** means any of the following activities:

A. Seeking to obtain Sales or orders for the exchange of goods, wares, merchandise or perishables of any kind, for any kind of remuneration or consideration, regardless of whether advance payment is sought;
B. Seeking to obtain prospective customers to apply for or to purchase insurance, subscriptions to publications, or publications;
C. Seeking to obtain contributions of money or any other thing of value for the benefit of any person or entity;

D. Seeking to obtain orders or prospective customers for goods or services;
E. Seeking to engage an individual in conversation at a Residence for the purpose of promoting or facilitating the receipt of information regarding Religious Belief, Political Position, Charitable Conduct, or a Home Solicitation Sale; or
F. Other activities falling within the commonly accepted definition of Soliciting, such as hawking or peddling.

(31) **Solicitor or Solicitors** means a person(s) engaged in Door-to-Door Solicitation.

(32) **Submitted in Writing** means the information for an appeal of a denial or suspension of a Certificate, submitted in any type of written statement to the City offices by certified, registered, priority, overnight, or delivery confirmation mail, facsimile, email, or hand delivery.

(33) **Substantiated Report** means an oral, written, or electronic report:

A. That is submitted to and documented by the City by any of the following:
    i. A Competent Individual who is willing to provide law enforcement or other City employees with publicly available identification of their name, address, and any other reliable means of contact;
    ii. City law enforcement or Licensing Officer; or
    iii. Any other regularly established law enforcement agency at any level of government;
B. That provides any of the following information regarding a Registered Solicitor:
    i. Documented verification of a previously undisclosed Disqualifying Status of a Registered Solicitor;
    ii. Probable cause that the Registered Solicitor has committed a Disqualifying Status which has not yet been determined to be a Disqualifying Status;
    iii. Documented, eye-witness accounts that the Registered Solicitor has engaged in repeated patterns of behavior that

demonstrate failure by the Registered Solicitor to adhere to the requirements of this Chapter; or

iv. Probable cause that continued licensing of the Registered Solicitor creates exigent circumstances that threaten the health, safety, or welfare of any individuals or entities within the City.

(34) **Waiver** means the written form provided to Applicant by the City wherein Applicant agrees that the City may obtain a name/date of birth BCI background check on the Applicant for licensing purposes under this Section, and which contains Applicant's notarized signature.

9-03-040 Exemptions from This Subsection

The following are exempt from rRegistration under this Subsection:

(1) Persons specifically invited to a rResidence by a Ccompetent Iindividual prior to the time of the person's arrival at the residence;

(2) Persons whose license, permit, certificate, or registration with the State of Utah permits them to engage in door-to-door solicitation to offer goods or services to an occupant of the residence, and such state permit that specifically articulates that requiring a City permit orf license is unlawful;

(3) Persons delivering goods to a residence pursuant to a previously made order, or persons providing services at a residence pursuant to a previously made request by a competent individual;

(4) Persons advocating or disseminating information for, against, or in conjunction with, any Religious Belief, or Political Position, regardless of whether Goods, Services, or any other consideration is offered or given, with or without any form of commitment, contribution, donation, pledge, or purchase; and

(5) Persons representing a Charitable Organization. The charitable exemption shall apply to students soliciting contributions to finance extracurricular social, athletic, artistic, scientific, or cultural programs, provided that the solicitation has been approved in writing by the school

administration and that such student solicitors carry a current picture student identification from the educational institution for which they are soliciting.

Those Persons exempt from rRegistration are not exempt from the duties and prohibitions outlined in Sections 9-03-160, 9-03-170, 9-03-180, and 9-03-190 while Aadvocating or Ssoliciting.

9-03-050 Solicitation Prohibited

Unless otherwise authorized, permitted, or exempted pursuant to the terms and provisions of this Subsection, the practice of being in and upon a private residence within the City by solicitors, for the purpose of home solicitation sales or to provide goods or services, is prohibited and is punishable as set forth in this Section.

9-03-060 Registration of Solicitors

Unless otherwise exempt under this Subsection, all persons desiring to engage in Door-to-Door Solicitation within the City, prior to doing so, shall submit a Completed Application to the Licensing Officer and obtain a Certificate.

9-03-070 Application Form

The Licensing Officer shall provide a standard Application Form for use for the Registration of Solicitors. Upon request to the Licensing Officer, or as otherwise provided, any person or Entity may obtain in person, by mail, or facsimile, a copy of this Application Form. Each Application Form shall require disclosure and reporting by the Applicant of the following information, documentation, and fee:

(1) **Review of Written Disclosures**. An affirmation that the Applicant has received and reviewed the disclosure information required by this Subsection.

(2) **Contact Information**.

A. Applicant's true, correct, and legal name, including any former names or aliases used during the last ten (10) years;

B. Applicant's telephone number, home address, and mailing address, if different;
C. If different from the Applicant, the name, address, and telephone number of the Responsible Person or Entity; and
D. The address by which all notices to the Applicant required under this Subsection are to be sent.

(3) **Proof of Identity**. An in-person verification by the Licensing Officer of the Applicant's true identity by use of any of the following, which bear a photograph of said Applicant:

A. A valid driver's license issued by any State;
B. A valid passport issued by the United States;
C. A valid identification card issued by any State; and
D. A valid identification issued by a branch of the United States military. Upon verification of identity, the original identification submitted to establish Proof of Identity shall be returned to the Applicant.

(4) **Special Events Sales Tax Number**. The Applicant shall provide a special events sales tax number for either the Applicant, or for the Responsible Person or Entity for which the Applicant will be soliciting.

(5) **Marketing Information**.

A. The Goods or Services offered by the Applicant, including any commonly known, registered, or trademarked names; and
B. Whether the Applicant holds any other licenses, permits, registrations, or other qualifications required by federal or state law to promote, provide, or render advice regarding the offered Goods or Services.

(6) **BCI Background Check**. The Applicant shall provide:

A. An original or a copy of a BCI background check as defined in 9-03-030 (F); and
B. A signed copy of a Waiver whereby Applicant agrees to allow the City to obtain a name/date of birth BCI background check on Applicant for purposes of enforcement of this Subsection.

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(7) **Responses to Questions Regarding a Disqualifying Status**. The Applicant shall be required to affirm or deny each of the following statements on the Application Form:

A. Has the Applicant been Criminally Convicted of: (i)felony homicide, (ii) physically abusing, sexually abusing, or exploiting a minor, (iii) the sale or distribution of controlled substances, or (iv) sexual assault of any kind?

B. Are any criminal charges currently pending against the Applicant for: (i) felony homicide, (ii) physically abusing, sexually abusing, or exploiting a minor, (iii) the sale or distribution of controlled substances, or (iv) sexual assault of any kind?

C. Has the Applicant been Criminally Convicted of a felony within the last ten (10) years?

D. Has the Applicant been incarcerated in a federal or state prison within the past five (5) years?

E. Has the Applicant been Criminally Convicted of a misdemeanor within the past five (5) years involving a crime of: (i) moral turpitude, or (ii) violent or aggravated conduct involving persons or property?

F. Has a Final Civil Judgment been entered against the Applicant within the last five (5) years indicating that: (i) the Applicant had either engaged in fraud, or intentional misrepresentation, or (ii) that a debt of the Applicant was non-dischargeable in bankruptcy pursuant to 11 U.S.C. ' 523(a)(2), (a)(4), (a)(6), or (a)(19)?

G. Is the Applicant currently on parole or probation to any court, penal institution, or governmental entity, including being under house arrest or subject to a tracking device?

H. Does the Applicant have an outstanding arrest warrant from any jurisdiction? or

I. Is the Applicant currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction?

(8) **Fee**. The Applicant shall pay in accordance with the Kanab City Consolidated Fee Schedule.

(9) **Execution of Application**. The Applicant shall execute the Application Form, stating upon oath or affirmation, under penalty of perjury, that based on the present knowledge and belief of the Applicant, the information provided is complete, truthful, and accurate.

9-03-080 Written Disclosures

The Application Form shall be accompanied by written disclosures notifying the Applicant of the following:

(1) The Applicant's submission of the ~~A~~application authorizes the City to verify information submitted with the c~~C~~ompleted ~~A~~application, including:
   A. the Applicant's address;
   B. the Applicant's and/or ~~R~~responsible ~~P~~person or ~~E~~entity's state tax identification and special use tax numbers, if any; or
   C. the validity of the Applicant's ~~P~~proof of ~~I~~identity.

(2) The City may consult any publicly available sources for information on the Applicant, including but not limited~~,~~ to databases for any outstanding warrants, protective orders, or civil judgments;

(3) Establishing p~~P~~roof of ~~I~~identity is required before r~~R~~egistration is allowed;

(4) Identification of the fee amount that must be submitted by Applicant with a ~~C~~completed ~~A~~application.

(5) The Applicant must submit a BCI background check with a c~~C~~ompleted a~~A~~pplication.

(6) To the extent permitted by State and/or federal law, the Applicant's BCI background check shall remain a confidential, protected, private record not available for public inspection.

(7) The City will maintain copies of the Applicant's Application Form, ~~P~~proof of ~~I~~identity, and ~~I~~identification ~~B~~badge. These copies will become public records available for inspection on demand at the City offices, whether or not a c~~C~~ertificate is denied, granted, or renewed.

(8) The criteria for ~~D~~disqualifying ~~S~~status, denial, or suspension of a ~~C~~certificate under the provisions of this ~~Chapter~~Section.

Section 9: BUSINESS LICENSES AND REGULATIONS

(9) That a request for a ~~C~~certificate will be granted or denied within one business day ~~that a Completed Application is submitted~~of the submission of a completed application.

9-03-090 When Registration Begins

The Licensing Officer shall not begin the ~~R~~registration process unless the Applicant has submitted a ~~C~~completed ~~A~~application. The original identification submitted to establish ~~P~~proof of ~~I~~identity shall be returned after the Licensing Officer verifies the Applicant's identity. A copy of the identification may be retained by the Licensing Officer. If an original B.C.I. background check is submitted by the Applicant, the Licensing Officer shall make a copy of the B.C.I. and return the original to the Applicant.

9-03-100 Issuance of Certificates

The Licensing Officer shall review the completed application submitted by the applicant and issue a certificate if the following requirements have been met:

(1) applicant's submission of a completed application;
(2) applicant's submission of the required fee;
(3) applicant establishes proof of identity;
(4) the applicant's representations on the application form do not affirmatively show a disqualifying status;
(5) the B.C.I. does not affirmatively show a disqualifying status; and
(6) the applicant has not previously been denied a certificate by the City, or had a certificate revoked for grounds that still constitute a disqualifying status under this Subsection.

9-03-110 Certificate Form and Identification Badge

(1) **Certificate Form**. Should the Licensing Officer determine that the applicant is entitled to a certificate, the Licensing Officer shall issue a certificate to the applicant. The certificate shall list the name of the registered

solicitor and the responsible person or entity, if any, and the date on which the certificate expires. The certificate shall be dated and signed by the License Officer. The certificate shall be carried by the registered solicitor at all times while soliciting in the City.

(2) **Identification Badge.** The City shall issue each registered solicitor an identification badge that shall be worn prominently on his or her person while soliciting in the City. The identification badge shall bear the name of the City and shall contain: (a) the name of the registered solicitor; (b) the address and phone number of the registered solicitor, or the name, address, and phone number of the responsible person or entity is provided; (c) a recent photograph of the registered solicitor; and (d) the date on which the certificate expires.

9-03-120 Maintenance of Registry

The Licensing Officer shall maintain and make available for public inspection a copy or record of every completed application received and the certificate or written denial issued by the City. The applicant's BCI background check shall remain a confidential, protected, private record not available for public inspection. The Licensing Officer may furnish to the head of the City's law enforcement agency a listing of all applicants, those denied, and those issued a certificate.

9-03-130 Non-Transferability of Certificates

Certificates shall be issued only in the name of the applicant and shall list the responsible party or entity, if any. The certificate shall be non-transferable. A registered solicitor desiring to facilitate or attempt to facilitate home solicitation sales with different: (a) goods or services; or (b) a responsible person or entity, from those designated in the originally submitted completed application, shall submit a written change request to

the Licensing Officer. A new certificate based on the amended information shall be issued for the balance of time remaining on the solicitor's previous certificate before the amendment was filed. Before the new certificate is given to the registered solicitor, the registered solicitor shall obtain a revised identification badge from the City, after payment of the fee for the identification badge.

9-03-140 Denial, Suspension, or Revocation of a Certificate

~~(1)~~ **Suspension or Revocation**. The City shall either suspend or revoke a certificate if the information submitted by the applicant when seeking a certificate is found to be incomplete or incorrect, or if the applicant has violated any part of this Subsection.

~~(2)~~(1)

~~(3)~~(2) **Notice of Denial or Suspension**. Upon determination of the Licensing Officer to deny an applicant's completed application or to suspend a registered solicitor's certificate, the City shall cause written notice to be sent to the applicant or registered solicitor by the method indicated in the completed application. The notice shall specify the grounds for the denial or suspension, the documentation or information the City relied on to make the decision, the availability of the documentation for review by the applicant upon one (1) business day's notice to the City, and the date upon which the denial or suspension of the certificate shall take effect. It shall further state that the applicant or registered solicitor shall have ~~fourteen~~ ten (~~14~~10) ~~business~~ calendar days from the date of mailing by~~from~~ the City of the notice of denial or suspension to appeal the same. The denial or suspension of the certificate shall be effective no sooner than two (2) calendar days from the date the notice is sent, unless that suspension is because of exigent circumstances outlined in Section 9-03-030 (GG) (2) (D), in which case, the suspension is effective immediately. The denial or suspension shall remain effective unless and until the order is rescinded, overturned on appeal, or determined by a court to be contrary to equity or law. Failure to appeal the suspension of a certificate automatically results in its revocation.

Section 9: BUSINESS LICENSES AND REGULATIONS

9-03-150 Appeal

An applicant or registered solicitor whose certificate has been denied or suspended shall have the right to appeal following the City's appeal process and procedures outlined in the Kanab City's Land Use Ordinance, Chapter 3, except for those timelines and procedures outlined herein~~to the City Council or its designee~~. Any appeal must be submitted by either the applicant, the responsible person or entity, or legal counsel for either who: (a) documents the relationship with the applicant or responsible person or entity; or (b) is licensed or authorized by the State of Utah to do so, and makes the assertion of an agency relationship. The following procedures and requirements shall apply:

(1) A notice of~~ny~~ appeal must be submitted in writing to the City Recorder with a copy to the License Officer within ten (10) ~~business~~ calendar days of the decision from which the appeal is taken. Such appeal shall describe in detail the nature of the appeal, the action complained of, and the grounds for appeal.

(2) Upon request of the applicant or registered solicitor, within one business day, the City will make available any information upon which it relied in making the determination to either deny or suspend the Certificate.

(3) The Appeals Officer shall review, de novo, all written information submitted by the applicant or registered solicitor to the Licensing Officer, any additional information relied upon by the Licensing Officer as the basis for denial, suspension, or revocation, and any additional information supplied by the City, applicant, or registered solicitor. Any additional information submitted by any party to the appeal to the Appeals Officer shall be simultaneously submitted to the opposing party. If desired, any party shall have three (3) business days to submit rebuttal documentation to the Appeals Officer regarding the additional information submitted by the opposing party.

(4) The Appeals Officer will render a decision no later than fifteen (15) calendar days from the date the appeal was received by the City, unless an extension of time is agreed upon by the parties. Included in that decision shall be written findings regarding the decision. In the event that any party to the appeal submits rebuttal information as allowed in Section 9-03-150(C),

the fifteen (15) calendar days shall be extended to include the additional three (3) days for rebuttal.

(5) The denial or suspension of the certificate shall be reversed by the Appeals Officer if, upon review of the written appeal and information submitted, the Appeals Officer finds that the Licensing Officer made a material mistake of law or fact in denying or suspending the applicant or registered solicitor's certificate.

(6) If the written appeal and information submitted indicate that the Licensing Officer properly denied or suspended the certificate of the applicant or registered solicitor, the denial or suspension of the Certificate shall be affirmed and constitute a determination that the suspended certificate is revoked.

(7) The decision of the Appeals Officer shall be delivered to the applicant or registered solicitor by the means designated in the completed Application, or as otherwise agreed upon when the Appeal was filed.

(8) After the ruling of the Appeals Officer, the applicant or solicitor is deemed to have exhausted all administrative remedies with the City.

(9) Nothing herein shall impede or interfere with the applicant's, solicitor's, or City's right to seek relief in a court of competent jurisdiction.

9-03-160 Deceptive Soliciting Practices Prohibited

(1) No Solicitor shall intentionally make any materially false or fraudulent statement in the course of Soliciting.

(2) A Solicitor shall immediately disclose to the consumer during face-to-face Solicitation:~~;~~ (i) the name of the Solicitor; (ii) the name and address of the entity with whom the Solicitor is associated; and (iii) the purpose of the Solicitor's contact with the person and/or Competent Individual. This requirement may be satisfied through the use of the Badge and an informational flyer.

(3) No Solicitor shall use a fictitious name, an alias, or any name other than his or her true and correct name.

(4) No Solicitor shall represent directly or by implication that the granting of a Certificate of Registration implies any endorsement by the City of the Solicitor's Goods or Services or of the individual Solicitor.

9-03-170 "No Solicitation" Notice

(1) Any occupant of a Residence may give notice of a desire to refuse Solicitors by displaying a "No Solicitation" sign which shall be posted on or near the main entrance door or on or near the property line adjacent to the sidewalk leading to the Residence.
(2) The display of such sign or placard shall be deemed to constitute notice to any Solicitor that the inhabitant of the Residence does not desire to receive and/or does not invite Solicitors.
(3) It shall be the responsibility of the Solicitor to check each Residence for the presence of any such Notice.
(4) The provisions of this Section shall apply also to Solicitors who are exempt from Registration pursuant to the provisions of this Subsection.

9-03-180 Duties of Solicitors

(1) Every person soliciting or advocating shall check each residence for any "No Soliciting" sign or placard or any other notice or sign notifying a solicitor not to solicit on the premises, such as, but not limited to, "No Solicitation" signs. If such sign or placard is posted, such solicitor shall desist from any efforts to solicit at the residence or dwelling and shall immediately depart from such property. Possession of a certificate of registration does not in any way relieve any solicitor of this duty.
(2) It is a violation of this Subsection for any person soliciting or advocating to knock on the door, ring the doorbell, or in any other manner attempt to attract the attention of an occupant of a residence that bears a "No Solicitation" sign or similar sign or placard for the purpose of engaging in or attempting to engage in advocating, a home solicitation sale, door-to-door soliciting, or soliciting.

(3) It is a violation of this Subsection for any solicitor, through ruse, deception, or fraudulent concealment of a purpose to solicit, to take action calculated to secure an audience with an occupant at a residence.
(4) Any solicitor who is at any time asked by an occupant of a residence or dwelling to leave shall immediately and peacefully depart.
(5) The solicitor shall not intentionally or recklessly make any physical contact with, or touch another person without the person's consent;
(6) The solicitor shall not follow a person into a residence without their explicit consent;
(7) The solicitor shall not continue repeated soliciting after a person and/or competent individual has communicated clearly and unequivocally their lack of interest in the subject, goods, or services of the solicitor;
(8) The solicitor shall not use obscene language or gestures.

9-03-190 Time of Day Restrictions

It shall be unlawful for any person, whether licensed or not, to solicit at a residence before 9:00 a.m. or after 9:00 p.m. Mountain Time, unless the solicitor has express prior permission from the resident to do so.

9-03-200 Buyer's Right to Cancel

In any home solicitation sale, unless the buyer requests the solicitor to provide goods or services without delay in an emergency, the seller or solicitor shall present to the buyer and obtain the buyer's signature to a written statement that informs the buyer of the right to cancel within the third business day after signing an agreement to purchase. Such notice of "Buyer's right to cancel" shall be in the form required by §70C-5-103, Utah Code Annotated, 1953, or a current version thereof or any State or Federal law modifying or amending such provision.

9-04 Mass Gatherings

- 9-04-010 Rules Governing Temporary Mass Gatherings
- 9-04-020 Fees for Exhibitions, Concerts and Performances

Section 9: BUSINESS LICENSES AND REGULATIONS

9-04-10 Rules Governing Temporary Mass Gatherings

(1) "Temporary Mass Gathering" means an actual or reasonably anticipated assembly of 500 or more people, which continues or can reasonably be expected to continue for two or more hours per day, at a site for a purpose different from the designed use and usual type of occupancy. A temporary mass gathering does not include an assembly of people at a location with permanent facilities designed for that specific assembly, unless the designed occupancy levels are exceeded.
(2) All mass gatherings taking place within the incorporated area of Kanab City shall comply with the Utah Department of Health, Temporary Mass Gathering Sanitation Rule as adopted by the Southwest Public Health Department.
(3) No permit or license to so gather shall be issued unless the gathering has been approved by the Southwest Public Health Department; nor shall any "Owner" or "Operator" (as defined by the existing Southwest Public Health Department rule governing temporary mass gatherings) permit a "Temporary Mass Gathering" as defined by such rule to take place within the City or any part thereof, unless the gathering is in compliance with the rules or rules adopted by the Southwest Public Health Department.
(4) A license pursuant to this section shall not be issued until arrangements are made to conduct such activity on private property, and until liability insurance acceptable to the City in accordance with internal policies to protect and indemnify Kanab City against any loss or liability arising from such activity.

9-04-020 Fees for Exhibitions, Concerts and Performances

Individuals or groups putting on performances, exhibitions, concerts or other entertainment activities for which a fee is charged, either to the public or to the hiring entity, shall pay a license fee in accordance with the Kanab City Consolidated Fee Schedule each 24-hour period during which they present a public performance, concert or exhibition. If the group to be entertained consists of more than 300 persons, based upon seating

capacity, number of tickets sold, or any other reasonable criteria, the license fee shall set through the Kanab City Consolidated Fee Schedule for each 24-hour period in which exhibitions, concerts, or performances are presented. This license shall be required of all performers and groups engaging in business within the City of Kanab, including musical aggregations, circuses, carnivals, rodeos, fight promoters, racing promoters, displays and exhibitions, live shows and entertainers of any kind. No fee shall be required for the license issued to any person or group in this category which is non-profit or which is raising funds exclusively for religious or charitable purposes.

9-05 Special Sales Events and Promotions

(1) **Definitions**: A Special Sales Event or Promotion, hereby referred to as a Sales Event, is a commercial activity conducted by businesses currently operating within Kanab City. They may be conducted on or off-premise, on the public sidewalk, or on private or publicly owned parking lots.
(2) **Permit Required**: No person shall operate a Sales Event without the required permit.
(3) **Application**: Application must be made at least 48 hours prior to the Sales. Application is submitted to the Kanab City Police Department, which grants the permit.
(4) **Permit**: The license shall state the dates of the event sale. The Sales Event shall not extend for more than 3 consecutive working days nor more than 4 times a year.
(5) **License Fee**: None.
(6) **Sales Event**:

A. Must be conducted in a commercial zone.
B. If extension cords are utilized, they must be outdoor rated and placed in a manner to not create a hazard.
C. Must be operated in a manner so as not to block traffic into or out of adjacent businesses or structures. Trucks and trailers may be used for storage of merchandise or inventory but may not be entered by the customer.

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D. Are limited to the use of one sign of 15 square feet or less. No other means of advertising, such as flashing lights, loud speakers, or calling out, are permitted. Permanent signs on trucks or semi-truck trailers are not considered part of the signage.

E. Before a license is issued, the applicant must: If the event is off-premise from the original business location, the applicant must provide written evidence that restroom facilities for employees will be provided by another business within 300 feet and provide evidence that the owner of the premises upon which the event will be conducted has given approval to do so.

9-06 ~~Non-Profit~~ Special Events

~~Non-profit sponsoring units of Special Events may apply for a Special Events Permit to conduct business and have concession stands in connection with the requested event. If the event and the activities comply with all local and state ordinances, law, and regulations, a permit will be issued.~~

~~The sponsoring unit will be assessed a permit fee set through the Kanab City Consolidated Fee Schedule for each business and/or concession stand for each day that the business and/or concession stand operates. Additionally, the sponsoring unit must provide evidence from the IRS of Non-profit status and ensure that all businesses and concession stands have a temporary sales tax number and collect the appropriate sales tax. All business activities in connection with said event shall be at locations approved by both the sponsoring unit and the city administrative officer assigned by the mayor to overview the special event. The permit issued shall entitle each individual business or concession to operate without acquiring an independent license, but the duration of the business activity shall not exceed seven calendar days. A business or concession stand that is non-profit, or that already has a Kanab City business license, is exempt from paying the permit fee indicated above.~~

1) Purpose: The purpose of this ordinance is to regulate temporary special events in Kanab City in a way that promotes community spirit, cultural

enrichment, tourism, and economic development while ensuring the protection of public health, safety, welfare, and property. Regulations herein apply neutrally with respect to content, focusing strictly on time, place, and manner restrictions. This ordinance aims to provide clear, fair processes for the review, approval, and management of events conducted on public or private property that affect or may affect the ~~c~~City's resources, services, or infrastructure.

2) Definitions: For the purposes of this chapter, the following words and phrases shall be defined as set forth in this section:
   a) Applicant: The individual event organizer and the organization responsible for the event and the payment of fees.
   b) Athletic/Recreation Event: An organized competitive or recreational event in which a group of people collectively engage in a sport or form of physical exercise, including, but not limited to, running, jogging, walking, bicycling, or skating, racing, or fighting held on any public or private property, including events occurring at a venue specifically designed for the purpose of that sport or activity such as baseball/softball, soccer, tennis, pickleball, rodeo, etc.
   c) Camping: The temporary occupation or use of public or private property for the purpose of sleeping, lodging, or residing overnight in tents, recreational vehicles (RVs), campers, trailers, or other temporary shelters in connection with a special event. Camping may include the use of amenities such as campfires, generators, or sanitation facilities, and must be explicitly approved as part of the special event permit. Camping is only allowed in designated areas and must comply with applicable fire, health, and safety regulations, as well as any limitations imposed by the City or property owner.
   d) City Event: An event of any variety that is planned, organized, and operated by the city, whether directly or by contract with a third-party operator.
   e) City Partner Event: An event coordinated by a third-party organization in collaboration with Kanab City where the City provides significant financial, in-kind, or logistical support; the event aligns

with official city goals or initiatives; and the partnership is formalized through a memorandum of understanding (MOU), agreement, or Council resolution. While not solely produced by the City, these events are recognized as serving a public purpose and may qualify for modified fee, insurance, or resource requirements as determined by the City Council or City Manager.

f) City Sponsored Event: A special event for which the C~~c~~ity ~~c~~Council or its designee has formally agreed to provide financial, in-kind, or other support or remuneration in exchange for the ~~c~~City's name and logo to be added as a sponsor of the event in all print, video, or internet publications, advertising, or signs. The use of the ~~c~~City's name or logo without sponsorship is prohibited. [A contribution of financial, in-kind, or other support or remuneration alone does not indicate an event is a City Sponsored Event.]

g) Completed Application: An application will be considered complete when all information and documents necessary for review and approval have been provided to the C~~c~~ity, including all application fees paid, site layouts, security plans, venue, and vendor information, etc. An insurance certificate and a facility use agreement are not required prior to review by the Events Review Committee, ~~ERC~~ but shall be required prior to any permit being issued.

h) Entertainment or Performance Event: A special event organized for the purpose of providing live or recorded amusement, artistic display, or cultural expression to an audience. This includes but is not limited to concerts, plays, recitals, dance performances, comedy shows, talent showcases, film screenings, or other live stage productions. Events may occur indoors or outdoors, with or without amplified sound, and may involve the construction of temporary stages, seating, or lighting. Entertainment or performance events typically require coordination of public safety, crowd management, and sound control measures.

i) Event Tiers

i) Tier 1: Small neighborhood or private events with minimal ~~c~~city impact and fewer than 100 attendees. These events typically do not require street closures or ~~c~~City services beyond a basic facility reservation.

ii) Tier 2: Medium-scale public events such as local markets, community concerts, or fairs expecting 100 to 500 attendees. These may include minor ~~c~~city services, require traffic plans, and involve vendors, entertainment, or sound amplification.

iii) Tier 3: Large regional events such as festivals, races, or major concerts expecting more than 500 attendees. These typically require significant ~~c~~city coordination, traffic control, public safety presence, and infrastructure support.

j) Fee Waiver: A decision by the ~~c~~City C~~c~~ouncil or its designee to waive some or all application fees or facility use fees requested by applicants for a special event. The grant of a fee waiver alone does not act as a sponsorship for the event. The City Manager is authorized to approve full or partial fee waivers for other governmental entities, including but not limited to school districts, county departments, and interlocal partners operating within Kane County.

k) Filming Event: Any organized activity involving the recording of still or moving images on public property, or in a manner that affects public spaces, services, or traffic, for commercial or promotional purposes. This includes productions for television, motion picture, advertising, digital media, or professional content creation that requires the use of streets, parks, sidewalks, or other city-managed areas, or that impacts normal public access or city operations. This definition does not include casual or non-commercial filming or photography for personal use, such as family videos, student projects without city impact, or incidental social media content not requiring city services, equipment, or closures.

l) Market or Vendor Event: An organized event primarily intended to create a sales marketplace for vendors to offer goods, products, crafts, services, or food to the public. Such events may include

displays, exhibitions, farmers' markets, artisan or craft fairs, outdoor sales, tent sales, or similar activities, and may also incorporate entertainment, demonstrations, or food services incidental to the primary sales activity. Market or Vendor Events may occur on public or private property and must comply with applicable health, safety, and licensing requirements.

m) Parade/Moving Event: A special event that involves the organized movement of people, vehicles, animals, or other elements along public streets, sidewalks, trails, or other public rights-of-way in a planned, scheduled manner. Parade Events may include processions such as marches, motorcades, fun runs, or ceremonial walks, and typically require traffic control, public safety coordination, or temporary closure of public access areas.

n) Permittee: The "applicant," as defined herein, becomes a "permittee" upon approval and issuance of a special event permit. As the permit holder, a permittee becomes the sole proprietor and responsible party for the event, including all fees, insurance provisions, and violations.

o) Person: Any individual, natural human being, partnership, corporation, firm, company, association, society, or group.

p) Private Social Events: Invitation--only gatherings such as weddings, family reunions, or corporate parties. Private events may vary in size and impact and ~~must comply~~ are categorized by Tier based on anticipated attendance.

q) Special Event: An event which impacts the ~~c~~City, or may impact the City, by involving the use of or having an impact on public property or facilities, including rights-of-way, or which requires city licensing, land use approval, or services beyond the scope of normal business and/or special liquor regulations, requires the temporary deviation from the City's adopted ordinances, or creates public impact through bringing a group of people together in one or more locations for a limited period of time for a particular activity, including:

(i) Any athletic event, entertainment event, carnival, circus, dance, musical event, rodeo event, fighting

event, racing event, live shows, fairs, concerts, or outdoor sales event, whether held for profit, nonprofit, or charitable purposes, held on public property within the city, other than specific venue events;

(ii) Any gathering event at any public park, public square, or other c~~c~~ity property which uses more services, amusement devices such as stages, inflatable devices, temporary structures, tables, lighting, or equipment, whether provided by the C~~c~~ity or a third party, than normally provided to groups which reserve park facilities or other city-owned facilities;

(iii) Use or creation of amplified sound;

(iv) Events on private property which are not consistent with the allowed uses of the property's zoning designation;

(v) Any event which requires an event permit or license from the Utah Department of Alcohol and Beverage Services, as set forth in Utah Code Title 32B, Chapter 9;

(vi) Filming Events involving commercial or promotional photography, video production, or media creation on public property or in a manner that affects city operations, services, or access;

(vii) Parade Events involving organized movement of people, animals, or vehicles along public rights-of-way, such as parades, marches, motorcades, ceremonial walks, or races that require traffic control or impact public access

r) Sponsor: A person, group, or business ~~which~~that has contracted to provide financial or logistical support to any special event. The sponsor agreement may provide for advertising rights, product promotion, logo promotion, exclusivity of rights, products, or logos.

s) Substantial Change: Any change to a previously held special event or new permit application which adds or requires:

(i) Additional security;
(ii) Amplified sound;
(iii) Sale of alcohol;
(iv) Additional participants changing the event tier, or more than 150 participants;
(v) Additional road closures or other encroachments;
(vi) Inclusion of artificial lighting or other aspects that present the potential for nuisance or impact to neighboring property owners;
(vii) Change of venue requested by the applicant; or
(viii) Additional burden on city resources, staff time, or operational capacity, including demands on public safety, sanitation, parks, or administrative functions.

t) Vendors: A person engaging in business at a permitted special event, city event, or city-sponsored event.
u) Venue: The location or locations at which a special event is held, which may include the ingress and egress route, protest zones, or other affiliated areas as approved in the special event permit.

3) Permit Required: It is unlawful for any person, corporation, partnership, association, or other entity, public or private, to hold a special event without first obtaining a special event permit. Permits must include:
a) Contact and organizer information
b) Site plan
c) Security and traffic plan
d) Proof of insurance
e) State sales tax ID if applicable
f) Description of activities
i) Summary
ii) Amplified sound
iii) Alcohol
iv) Estimated attendance
v) Parking plan
vi) Public safety plan

g) Requested city services
h) Tier classification
i) Written authorization from the property owner authorizing the event to occur~~.~~
j) Dates and Hours of Operation
k) Event map and traffic plan
l) Proof of business license
m) Acknowledgement of ordinance, waiver of liability, and commitment to comply~~iance~~ with this ordinance.

4) Application Submission:
a) ~~a~~A completed electronic application on the city form (unless is a hard copy city form is approved and submitted), including the payment of application fees and the submission of corrected or additional information as required, shall be submitted to the ~~c~~City at least forty-five (45) calendar days, but no more than three hundred sixty-five (365) days, before the event is scheduled to take place in order to allow sufficient time to process the application, to review the preparation and setup of the event, for any inspection to occur, and to allow timely appeal in the event the application is denied. Complete applications shall be processed as outlined in this section, from the date of application, so long as the application submitted is complete and timely.
b) If an application is determined to be incomplete or if substantial changes are made to an existing application or event, the forty-five (45) day deadline shall not begin until the application is resubmitted and determined to be a complete application. Applicants are strongly encouraged to submit a complete application for a special event permit well in advance of the forty-five (45) day application deadline.
c) Applications for events that submit the application less than forty-five (45) calendar days prior to the scheduled event shall not be accepted. Applications for Tier 1 events may be accepted with a minimum of fourteen (14) calendar days' notice and submission, provided that the event does not require additional city services.

d) The Cc~~c~~ity shall issue a written decision ~~, in the form of a use agreement~~ for approved permits, which may require a use agreement, or shall issue a letter of explanation for denied applications, on all complete special event permit applications no less than ten (10) business days prior to the event. The City will make reasonable efforts to issue a written decision on Tier 1 events accepted after the forty-five (45) day deadline no later than five (5) calendar days prior to the scheduled event.

e) Once received, completed applications for an event permit shall be forwarded to the Events Review Committee (ERC). The events review committee shall be composed of City staff and officials with relevant expertise necessary to evaluate the impact and requirements of special event applications. T~~While t~~he ERC typically includes representatives from the following areas: City Council, Risk Management, Legal, Police, Fire, Community Development, Parks, Facilities, and Streets. Participation may be adjusted based on the scope, size, location, and complexity of the event under review. The City reserves the right to designate alternate or additional staff as needed to ensure appropriate review.

f) Special event permits that are approved or approved with conditions shall enter into a written use agreement for the event. The use agreement, once executed, shall serve as the permit and authorization to hold the event. The applicant shall sign the use agreement and return it to the Cc~~c~~ity for execution. Upon the Cc~~c~~ity m~~m~~Manager's signature on the agreement, the special event permit shall be considered approved, and the special event may be held once a sufficient certificate of insurance has been received by the Cc~~c~~ity.

5) Insurance Requirements

a) Hold Harmless and Indemnification: All special event applicants shall sign a Hold Harmless and Indemnification Agreement holding Kanab City, its officers, employees, agents, and volunteers harmless from and against any and all claims, damages, injuries, liabilities, losses, costs, or expenses (including attorney's fees) arising out of or

resulting from the permitted event. Submission of a special events permit application is an acknowledgement of this hold harmless provision. Failure of an applicant to sign a Hold Harmless and Indemnification Agreement shall not constitute a waiver of the applicant's requirement to hold harmless and indemnify the City, its officers, employees, agents, and volunteers from and against any and all claims, damages, injuries, liabilities, losses, costs, or expenses (including attorney's fees) arising out of or resulting from the permitted event.

b) Minimum Coverage Amounts:
   i) All events using public property, requesting city services, or classified as Tier 2 or Tier 3 must maintain commercial general liability insurance with a minimum limit of $1,000,000 per occurrence and $4,000,000 general aggregate, or updated amounts as listed in the City's Consolidated Fee Schedule.
   ii) Events involving fireworks, explosives, or pyrotechnics must maintain coverage of $5,000,000 per occurrence and $10,000,000 general aggregate, or updated amounts as listed in the City's Consolidated Fee Schedule.

c) All insurance policies must:
   i) Name Kanab City as an additional insured by way of a separate, signed endorsement.
   ii) Be primary and non-contributory with respect to any insurance or self-insurance maintained by the City.
   iii) Include a waiver of subrogation in favor of Kanab City.
   iv) List the insured party exactly as named in the special event permit application.

d) Notice of cancellation or material change: The policy or applicant must provide at least thirty (30) days' advance written notice to Kanab City of any cancellation, nonrenewal, or material modification. If such notice is not

provided by the insurer, the applicant shall notify the City within 24 hours of receiving such notice.

e) Excess or Umbrella Policies: If applicable, excess or umbrella insurance shall extend to Kanab City on the same terms as the primary policy, including additional insured status and waiver of subrogation.

f) Self-Insured Retention (SIR): If the insurance policy includes a self-insured retention (SIR) greater than $25,000, the applicant shall submit documentation demonstrating their financial capacity to satisfy the retention. Acceptable documentation may include audited financial statements, a letter of credit, or other evidence deemed acceptable by the City Manager or City Attorney.

g) Responsibility for Compliance:

i) It is the sole responsibility of the applicant to obtain and submit valid, compliant insurance documentation.

ii) Approval of a permit does not waive or reduce insurance obligations, even if the City does not identify deficiencies during review.

iii) The applicant remains fully liable for all claims and losses arising from noncompliance, including incomplete, inaccurate, expired, or nonconforming coverage.

iv) The City shall not be deemed to have accepted or approved any noncompliant insurance, regardless of permit issuance.

h) Tier 1 Events – Alternative Risk Requirements: Tier 1 events—defined as private or neighborhood events with fewer than 100 attendees and minimal city impact—are not required to carry commercial general liability insurance unless otherwise determined by the City Manager or Risk Management staff. However, the City shall require the following:

i) Signed Waiver of Liability: All Tier 1 applicants must sign a City-provided Waiver of Liability and Hold Harmless Agreement, acknowledging and accepting all responsibility for any injury, property damage, or loss arising

from the event, and releasing Kanab City from liability to the fullest extent permitted by law.

ii) Tier 1 events are generally exempt from commercial insurance requirements. However, at the discretion of the City Manager or Risk Manager, insurance may be required if the event includes features that substantially increase risk (e.g., alcohol service, amplified sound, inflatables, or exclusive use of public facilities).

(1) The City reserves the right to increase, reduce, or adjust insurance requirements based on the nature, location, scope, or risk level of the event, and based on recommendations from legal counsel or the City's risk manager.

i) Acknowledgement of requirements: All applicants shall sign a written Acknowledgment of Insurance and Liability Requirements provided by Kanab City, confirming they have read, understand, and agree to comply with all terms outlined in this section. The signed acknowledgment shall be submitted with the event application and retained in the City's records.

6) Application Fees:

a) Applicants shall be required to pay the following fees:

i) A nonrefundable special event application fee;

ii) A nonrefundable facility use deposit fee, representing ten percent (10%) of the required fee for the location sites, as well as any equipment.

b) Invoice and Payment: No permit shall be issued without the payment of all fees prior to the tenth business day before the scheduled event.

i) Prior to issuing the permit, the C~~c~~ity shall deliver to the applicant, via email or other methods, an invoice detailing all costs, including the application fee, facility fees, and cost recovery fees. Cost recovery fees may be standard fees adopted in the City's Consolidated Fee Schedule, or particularized fees for special events requiring City services not addressed by the fees in the Consolidated Fee Schedule.

ii) Any facility use fees paid at the time of application shall be credited towards the overall fee total for the issuance of a special event permit. If the total amount exceeds the city cost recovery fees paid in advance, the applicant shall pay the unpaid portion of the invoice. If the amount is less than the application fees paid prior to issuance of the permit, then the remaining amount shall be returned to the applicant.

iii) In the event that force majeure prevents the event from occurring, the cost recovery fees may be refunded to the applicant or applied to a future event.

iv) Application fees and deposits are nonrefundable.

7) Fee Waivers and sponsorships: Fee waivers may be considered under the following conditions:

a) Public Entities: Kanab City Manager is authorized to approve full or partial fee waivers for public entities located within Kane County, including but not limited to school districts, local government departments, and interlocal partners.

b) Non-Profit and For-Profit Applicants: All other fee waiver or sponsorship requests must be reviewed and approved by the Kanab City Council during a public meeting, or the City Council's designee. Council approval may consider the event's public benefit, impact on city resources, and alignment with city goals. Applicants should allow for up to 30 additional days for council consideration beyond standard application review timelines.

8) City Parks, Sites, and Facilities used for Special Events: In order to best accommodate larger gatherings, parking, and impacts on neighborhoods, special events may take place generally only within community parks or neighborhood parks and facilities identified in Table 1. City properties or specific event facilities (not listed herein) are generally not available for special events, but may require a special event permit if triggered by the allowed activity.

a) Athletic events shall not be limited to the park sites and facilities identified in Table 1 when occurring at a facility specifically designed and intended for the

sport or activity of the event. Athletic events involving races that will utilize city roads and rights-of-way shall be allowed to do so outside of the park sites and facilities identified in Table 1, so long as the basecamp for the event is located within and complies with the park sites and facilities identified in Table 1.

b) Special events using city parks, sites, and facilities shall be subject to a maximum number of availability days per month to ensure appropriate access for the general public. The maximum number of days per month, regardless of days of the week, that a city park, site, or facility shall be eligible for reservation for special events shall be as identified in Table 1.

c) Issuance of a Special Event Permit does grant a right to exclusive use and access to public property to the applicant or an applicant's guests, participants, employees, agents, etc. (i.e., the public may still access public facilities and property, such as parks, schools, playgrounds, trails, etc.). Exclusive use and/or access may only be granted if health and/or public safety concerns require it. Exclusive access and use may require a separate agreement with the property owner or, as approved by the City Council or its designee; exclusive use/access may also require an additional fee.

9) Grounds for Denial: An application for a special event permit may be denied by the C~~c~~ity if:

a) The proposed special event violates a federal, state, or local law.

b) The proposed special event is not consistent with the intended nature and use of the requested park or facility as set forth in Table 1.

c) The proposed special event is scheduled at a place and time that could disrupt or interfere with an already approved special event or park/facility reservation.

d) The proposed location or building is not adequate to accommodate the proposed special event, such as parking, sanitation facilities, and health or safety codes, or the nature of the proposed special event is such that the C~~c~~ity, or the applicant does not have sufficient resources available to ensure

the health, safety, and welfare of special event participants or the general public.

e) The permit application contains a material falsehood or misrepresentation.

f) The applicant has failed to pay a debt to the C~~c~~ity, including costs incurred during a prior special event.

g) Incomplete permit applications.

h) The applicant or any person on whose behalf the application for a permit was made has on prior occasions:

i) Damaged city property, if the applica~~n~~tion is for an event on city property;

ii) Made material misrepresentations regarding the nature or scope of an event or activity previously permitted;

iii) Has violated the terms of prior permits issued to or on behalf of the applicant; or

iv) Had violations of state or local laws at a prior event.

i) Unavailability of the site or facility identified for the event.

j) The proposed event presents a zoning conflict inconsistent with applicable land use regulations.

10) Appeal procedure: Applicants may appeal a denial or conditions of a permit through the City's standard appeals process as outlined in the Kanab City ~~Code~~Land Use Ordinance, Chapter 3. Appeals must be submitted in writing within ten (10) ~~business~~calendar days of the decision.

a) In advance of filing a notice of appeal, the applicant(s) may, but is not required to, request the reconsideration of the application, providing additional information as may be deemed appropriate or upon request by the City. A decision on a request for reconsideration shall be issued within fourteen (14) calendar days, at which point the applicant will have ten (10) calendar days to appeal a denial or conditions of a permit.~~Applicants may alternatively request an expedited appeal process through the Kanab City Manager in lieu of the standard process. This option may be exercised by any applicant, particularly when the event is scheduled to occur within 30 days. The City Manager shall review the~~

~~expedited appeal, gather relevant information, and issue a written decision within 15 business days. The City Manager's decision in the expedited process shall be final.~~

11) Inspections: Authorized law enforcement officers, fire control officers, and other government personnel performing inspections pursuant to Kanab City Ordinance or federal or state law ~~this chapter~~ shall be permitted free access to the event to make inspections to ensure compliance with all city, state, and federal laws. All government personnel shall comply with the Fourth Amendment of the United States Constitution at all times during an inspection.

12) Neighborhood Notification: For events affecting nearby residents or businesses through closure, noise, or other impacts, organizers must:

a) Notify affected parties in advance using a flyer or letter approved by the C~~c~~ity.

b) Provide a map of the notification area.

c) Recurring public events organized by Kanab City or Kane County are exempt from the neighborhood notification requirement, provided there are no changes to the areas impacted by the event. If the route, location, noise levels, or scope of the event change in a way that would affect additional properties, notification must be completed as required.

13) Sales tax collection by applicant or vendors: Unless exempted by Utah law, an applicant for a special event that includes vendor(s)~~s~~ sales or concessions shall either:

a) Provide proof that all vendors have a Utah State sales tax identification number and agree to be responsible for direct remittance of all sales tax proceeds from the event to the State; or

b) Provide proof that the applicant has a valid Utah State sales tax identification number and that it will require all vendors to execute a sales tax remittance agreement whereby the vendor delivers sales tax proceeds to the applicant for remittance to the State under the applicant's sales tax identification number.

14) Violation: Any admission to, finding of civil responsibility for, or finding of guilt for violations of federal, state, or local laws during the course of the event, by the permittee or attendees of the event, ~~including the provisions of Utah Code~~

~~Title 76, Chapter 7, Parts 1 and 7, or titles 3 and 5 of this code,~~ shall also be deemed a violation of this ordinance~~f this chapter~~ and subject to the penalties set forth in this section.

a) A violation of any provision of this chapter shall be a class B misdemeanor and subject to the civil penalty set forth in the City's Consolidated Fee Schedule, as updated from time to time~~subsection C of this section~~.

b) Events and/or permittees that are found to have violated the terms of this ~~chapter~~ordinance shall be barred from applying for another special event permit for the same or another event for a period of two (2) years (seven hundred thirty (730) calendar days from the date of the violation). Events and/or permittees ~~which~~that are barred a second time shall be permanently prohibited from applying for a special event permit.

15) Use Chart: In order to preserve the intended use, safety, and capacity of Kanab City parks, facilities, and public spaces, the following chart categorizes the types of events that may be permitted at each location.

a) No special event, regardless of type, may be scheduled or approved for a location in a manner that exceeds the number of available days allocated to that location within a calendar month. For the purposes of this section, each day in which a special event is active at a location, including setup or breakdown days that limit regular public access or facility availability, shall count toward the monthly total.

Section 9: BUSINESS LICENSES AND REGULATIONS

Table 1

Location	Maximum Tier Event	Athletic / Recreation	Market or Vendor	Entertainment or Performance	Community Event	Parade/Moving Event	Filming	Private Social Events	Camping	Fireworks	Available Days/Month
Jacob Hamblin Park	3	X	X	X	X	X	X	X	_	X	15
Kanab Municipal Pool	2	X	_	X	X	_	X	X	_	_	10
Jacob Hamblin Field	3	X	X	X	X	X	X	X	X	_	10
Jacob Hamblin Baseball	3	X	_	_	X	_	X	X	X	X	10
Skate Park	2	X	X	X	X	_	X	X	_	_	10
Library	2	X	X	X	X	_	X	X	_	_	10
Garkane Pavillion	2	X	X	X	X	_	X	X	_	_	10
Cemetery	2	_	_	_	X	_	_	X	_	_	10
Ranchos Park	3	X	X	X	X	X	X	X	X	_	15
Kanab Museum	1	_	_	X	X	_	X	X	_	_	10

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Heritage House	2	X	X	X	X		X	X			10
Kanab Airport	2				X				X		10
Dog Park / Connector Trail	1	X			X		X	X			10
City-Owned Open Space	3	X	X	X	X	X	X	X	X		15
Kanab Center	3	X	X	X	X	X	X	X	X		31
Jackson Flat Reservoir	3	X	X	X	X	X	X	X	X	X	15
Old Elementary School Property	3	X	X	X	X	X	X	X	X		10
Kanab Elementary	3	X	X	X	X	X	X	X			10
Kanab Middle School	3	X	X	X	X	X	X	X	X		10
Kanab High School	3	X	X	X	X	X	X	X	X		10
-Main St.	3	X	X	X	X	X	X	X			5
405 N	3	X	X	X	X	X	X	X			31
100 E	3		X	X	X	X					5
Arterial Streets (UDOT Permit)	3	X			X	X	X				5
Major Collectors	2	X	X	X	X	X	X	X			5

Minor Collectors	2	X	X	X	X	X	X	X			5
Local Roads	1	X	X	X	X	X	X	X			10

9-07 Seasonal Businesses

(1) **Definitions**: Seasonal Businesses are the following: Christmas Tree Sales, Firework Sales, Shaved Ice Stands, Nurseries, Florists and Produce Stands, and other seasonal uses.

(2) **License required**: No person shall operate a Seasonal Business without a license.

(3) **Application**: Application must be made at least 48 hours prior to the operation of the seasonal business.

(4) **License**: The license shall state the period of operation, up to six months in any calendar year, which may be renewed yearly.

(5) **License Fees**: The license fee shall be set in accordance with~~to~~ the Kanab City Consolidated Fee Schedule.

(6) **Fireworks**: Any business selling Class (c) fireworks shall obtain a permit from the Fire Department, and must have commercial general liability insurance, including premises and operations liability and products and completed operations liability in the amount of one million dollars per occurrence and one million dollars for products and completed operations aggregate, or amounts as updated in the City's Consolidated Fee Schedule. If the business is seasonal, then it shall pay an additional fee in accordance with the Kanab City Consolidated Fee Schedule. If the business is not seasonal, but permanent, then it shall pay the regular fee plus the Fire Inspection fee.

(7) It is unlawful to operate a seasonal business on days other than those covered by the license.

(8) Seasonal Sales:

A. Shaved Ice Stands and Firework Stands must be conducted from a structure consisting of at least three walls and a roof, and having no more than 1000 square feet of floor space.

B. Must be conducted in a commercial zone.

C. Must be serviced by an approved electrical hook-up if electricity is to be used in connection with said operation. Extension cords from other structures will not be approved. Electrical hook-ups must conform to the currently adopted Electrical Code and must be inspected and approved by the City Building Department prior to ~~the~~ conducting ~~of~~ any business from business premises.

D. Must not obstruct pedestrian walkways. Seasonal businesses are not allowed in areas where curb and gutter do not exist.

E. Must be operated in a manner so as not to block traffic into or out of adjacent businesses or structures.

F. Are limited to the use of one sign of 15 square feet or less. No other means of advertising, such as flashing lights, loud speakers, or calling out, are permitted.

G. Must meet all local and state health and safety requirements applicable to the type of business being carried on.

H. Must remove the temporary structure within five days after the seasonal business license expires. If the structure is not removed within the specified period of time, the licensee will be guilty of a Class B Misdemeanor, and the City will be authorized to remove the structure and charge the licensee for the cost of removal plus storage expenses. Application for a Seasonal Business License shall constitute authority to so remove the structure and an agreement to reimburse the City for removal and storage fees.

I. Before a license is issued, the applicant must:

   i. Provide written evidence that restroom facilities for employees will be provided by another business within 300 feet of the seasonal structure;

ii. Provide written evidence that the owner of the premises upon which the portable structure is to be placed has given his consent for the placement of the structure and has approved the type of business to be conducted; and

iii. Provide a sales tax license number.

9-08 Alcoholic Beverage Control

- 9-08-010 Definitions
- 9-08-020 License Required
- 9-08-030 License Classifications
- 9-08-040 License Fee
- 9-08-050 Licensing Requirements
- 9-08-060 Inspection and Enforcement
- 9-08-070 Restrictions
- 9-08-080 Suspension and Revocation
- 9-08-090 Appeals
- 9-08-100 Implementation
- 9-08-110 Penalties

9-08-010 Definitions

In addition to the definitions set forth in Utah Code ~~Annotated~~ §32B-1-102, 1953, as amended, or its successor statute, adopted and incorporated herein by this reference, the following definitions apply:

(1) "Alcohol or alcoholic beverage" means ~~both~~ "beer," "wine," and "liquor" collectively when referenced in this chapter, unless otherwise distinguished.
(2) "Alcoholic Beverage Control Act" means Title 32B of the Utah Code Annotated, or its successor statute.
(3) "Annual" means a calendar year.
(4) "Enforcement officer" means any law enforcement officer or any other person designated by the C~~c~~ity to enforce this chapter.
(5) "Food" means an appetizer, entrée, or meal of substantive food customarily served to a patron at a dine-in restaurant.

(6) "Local authority" means Kanab City.
(7) "Licensing authority" means the city official designated by the city ~~administrator~~ manager to issue a license under this chapter.

9-08-020 License Required

In accordance with Utah Code ~~Annotated~~ §11-10-1, no person may operate an association, restaurant, club, business, or similar establishment that allows a person to purchase, possess, or consume an alcoholic product on the premises of said association, restaurant, club, business, or similar establishment without a valid alcohol license as provided in this ~~chapter~~Subsection. In addition to the requirements of this ~~chapter~~Subsection, an association, restaurant, club, business, or similar establishment shall comply with the requirements of Utah Code ~~Annotated~~, Title 32B, ~~§32B~~ ~~entitled~~ the "Alcoholic Beverage Control Act," and other applicable laws and regulations.

9-08-030 License Classifications

An applicant within the City may apply for the following six (6) classes of license, subject to availability as provided in this part:

(1) Class "A" retail licenses. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:
- A. Entitle the licensee to sell beer on the premises licensed in original containers for consumption off-premise in accordance with the Utah Alcoholic Beverage Control Act.
- B. This class of license is appropriate for grocery and convenience store~~-~~-type establishments.
- C. There is no limit on the number of this class of license that may be issued.

(2) Class "B" retail licenses. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:
- A. Entitle the licensee to sell a patron beer in original containers and/or wine served on-premise for consumption by a legal patron on-

premise in conjunction with the sale of food in accordance with the Alcoholic Beverage Control Act.

B. This class of license is appropriate for dine-in restaurant establishments.

C. There is no limit on the number of this class of license that may be issued.

(3) Class "C" retail license. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:

A. Entitle the licensee to sell draft beer for consumption on- or off-premises and to sell beer, wine, and/or alcohol in accordance with the Alcoholic Beverage Control Act.

B. This class of license is appropriate for restaurant establishments that make specialty beer (micro-brewery with food service).

C. There is a maximum limit of three (3) licenses for this class available for issuance.

(4) Class "D" retail license. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:

A. Entitle the licensee to sell alcohol for consumption on-premises in accordance with the Alcoholic Beverage Control Act.

B. This class of license is appropriate for bars or clubs.

C. There is a maximum limit of three (3) licenses for this class available for issuance.

(5) Class "E" retail or wholesale license. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:

A. Entitle the licensee to manufacture, warehouse, store, and sell an alcoholic beverage for off-premise consumption in accordance with the Alcoholic Beverage Control Act.

B. This class of license is appropriate for beer manufacturing and beer distribution facilities.

C. There is no limit on the number of this class of license that may be issued.

(6) Class "F" temporary license. This license is issued by the licensing authority, subject to compliance with this Subsection, and shall:

A. Entitle the licensee to sell beer for on-premise consumption for a period of time not to exceed thirty (30) days. This class of license in non-renewable during a calendar year.
B. This class of license is appropriate for special events.
C. There is no limit on the number of this class of license that may be issued.

9-08-040 License Fee

In accordance with Utah Code ~~Annotated~~ §11-10-3, in addition to the general business license fee, an annual alcohol license fee is hereby imposed, as updated and adjusted from time to time in the Kanab City Consolidated Fee Schedule.

9-08-050 Licensing Requirements

The local authority shall only issue a license for the sale or distribution of alcohol based upon the license classifications authorized in this Section.

(1) **State requirements**. Applicant complies with the provisions of Utah Code ~~Annotated~~ §11-10-2, as amended.
(2) **License required**. It is unlawful for any person to engage in the business of selling an alcoholic beverage within the C~~c~~ity without first obtaining the licenses required by this Subsection.
(3) **Administration**. The licensing authority shall administer this subsection under the direction of the city ~~administrator~~manager.
(4) **Application and fee**. Any person seeking a license to sell an alcoholic beverage shall submit a written application to the City License Officer as provided for in this Section, which shall be accompanied by the appropriate application/license fee required. The application/license fee is not refundable in the event that the application is denied. However, the applicant is given thirty (30) days after notice from the city of a deficiency to cure a denied or defective application without the requirement of repayment of the application/license fee.

Section 9: BUSINESS LICENSES AND REGULATIONS

(5) **Information required**. All applications for a license to sell an alcoholic beverage shall be made in writing upon the form provided by the C~~c~~ity R~~r~~ecorder. The application shall state:

A. The name of the person desiring a license to sell an alcoholic beverage.
B. The name of the business.
C. The location where business is to be conducted.
D. The names of all partners holding more than a twenty percent (20%) interest in the business.
E. The class of license sought.
F. Other information specified on the application as determined by the city administrator, or any other information required by ordinance or statute.

(6) **Review and approval**. An application that complies with this Section shall be issued by the City Recorder after review and approval by the licensing authority. An application that does not meet the requirements of this Section shall be denied by the licensing authority.

(7) **License owner**. A license for the sale of alcohol is issued in the name of the business operator or owner rather than the name of the business. In the event of a change of the business operator or ownership, a new application and license are~~is~~ required, along with the application fee.

(8) **Nontransferable**. Licenses issued under this Section are not transferable.

(9) **Renewal**. A license issued under this Subsection shall be renewed annually in conjunction with the renewal schedule for business licenses.

(10) **Display.** The holder of a license issued under this Subsection shall display in a conspicuous location the license issued by the licensing authority along with any license issued by the governing state agency for the sale of any alcoholic beverage.

(11) **Time limit on operation.** If a holder of a license issued under this Subsection fails to open or to conduct business within the jurisdiction of the local authority for a period of one (1) year after issuance of the license, then said license is void, and a new application and fee must be submitted and approved by the licensing authority.

Section 9: BUSINESS LICENSES AND REGULATIONS

9-08-060 Inspection and Enforcement

The licensing official or enforcement official may conduct an inspection regarding any license issued under this Subsection to ~~assure~~ ensure compliance with applicable law. The holder of a license issued under this chapter, by accepting said license, irrevocably consents to allow the inspection and search of the licensed premises by any licensing officer and/or the enforcement officer for any alcoholic beverage or for any other goods illegally possessed or kept, or for any evidence of any alleged alcohol-related crime under investigation by law enforcement. The licensee further consents to the seizure of alcohol that exceeds ~~that~~ the classification limits set upon the license holder or alcohol-related property in violation of this Subsection.

9-08-070 Restrictions

The following restrictions in this section apply to all license classes and persons.

(1) **State law.** It is unlawful to sell alcohol in violation of the Utah Alcoholic Beverage Control Act, or its successor.
(2) **Compliance**. It is unlawful for an applicant or licensee to violate Utah Code Annotated §11-10-1, this Subsection, the municipal code, or any terms under which a license was issued.
(3) **Limits on hours**. It is unlawful for a person or any class of licensee to sell or otherwise furnish a patron or other person with an alcoholic beverage during the hours from one o'clock (1:00) A.M. to six o'clock (6:00) A.M.
(4) **Exceed license**. It is unlawful to sell an alcoholic beverage except in the manner for which he/she has been so licensed pursuant to the provisions of this Subsection.
(5) **Licensed premises**. It is unlawful for any licensee to sell an alcoholic beverage anywhere within the C~~c~~ity, except upon or within the premises licensed for such sale.

Section 9: BUSINESS LICENSES AND REGULATIONS

(6) **Advertising and promotions limitations**. It is unlawful to advertise the sale of an alcoholic beverage, except in full compliance with the Alcoholic Beverage Control Act and regulations duly made thereunder by the state. It is unlawful for any licensee to give away or offer a free lunch, free food, or similar promotion in connection with the sale of an alcoholic beverage.

(7) **Intoxicated person**. It is unlawful to sell an alcoholic beverage to a person who appears to be intoxicated by drugs or alcohol, or who is under the influence of any intoxicating beverage.

(8) **Underage**. It is unlawful to sell an alcoholic beverage to any person under the age of 21, or allow a person under the age of 21 years to sell the same.

(9) **Unlawful product**. It is unlawful for any licensee to purchase or acquire or allow to be kept upon the licensed premises any alcoholic beverage not lawfully acquired from a brewer or wholesaler licensed under the provisions of the Alcoholic Beverage Control Act, or as part of a duly approved micro-brewery. It is unlawful for any licensee to keep any liquor product on the licensed premises that exceeds the scope of the license class or violates the Alcoholic Beverage Control Act.

(10) **Access**. It is unlawful for any serving area, door, or entryway to be locked or barricaded in any way so as to interfere with the free entrance to the licensed premises by any enforcement officer at any time while the premises is occupied or open to the public. However, licensee may maintain upon the premises a locked storeroom for the keeping of goods and supplies used in the business.

(11) **Lookouts and warning devices**. It is unlawful for any person commonly known as a "A Lookout" to be stationed or maintained to give warning of ~~an~~ the approach of any enforcement officer. It is unlawful to maintain or operate any device ~~which~~ that is used or capable of being used to give a warning to persons of the approach of an enforcement officer.

(12) **Respondeat superior**. The licensee shall be responsible under this Subsection for all of the activities of his employees and hereunder, the licensee unconditionally guarantees to the C~~c~~ity that neither he/she nor his/her employees will violate the terms of this Subsection, and for breach of

such guarantee, the license may be revoked. It is unlawful for the owner or any licensee to:

A. Fail to maintain full control of the conduct of the business upon the licensed premises.
B. Fail to inform employees of the requirements of law relating to the sale of alcohol in the state of Utah.
C. Fail to maintain control of employees.

(13) **Adverse action**. It is unlawful for any person to sell an alcoholic beverage after the revocation or suspension of any license issued to said person.

(14) **Set-backs**. It is unlawful to operate a business where an alcoholic beverage is sold at retail for off-premise consumption within the set-back distance of a "community location" as defined in Utah Code ~~Annotated~~ §32B-1-102, according to the specified set-back distances for each class of license set forth in Utah Code ~~Annotated~~ §32B-1-202, or otherwise in state law, unless the establishment pre-existed this Subsection.

(15) **Restricted activities**. It is unlawful to sell or provide an alcoholic beverage at:

A. A dance or dance hall that is not classified or defined as a club.
B. On public property.
    i. Exception: Upon the approval and issuance of a special event permit and proper licensure from the C~~c~~ity pursuant to this Section, and the Department of Alcoholic Beverage Services, Alcoholic Beverage Services Commission, or other state agency, as required, the permittee may sell or provide alcoholic beverages on public property, subject to the conditions of the permit.
    ii. The exception of this subsection does not apply to city parks or within city buildings (i.e., they are considered restricted locations at which it is unlawful to sell or provide alcoholic beverages, notwithstanding the approval of a special event permit).
C. A sexually-oriented business.
D. A theater or cinema.

Section 9: BUSINESS LICENSES AND REGULATIONS

9-08-080 Suspension and Revocation

In accordance with Utah Code Annotated §11-10-1(4), an enforcement officer may suspend or revoke a license issued under this Subsection as follows:

(1) **Suspension**. If a licensee has been issued a warning or citation for a violation of this Subsection and a second violation occurs within a one (1) year period, then the enforcement officer may suspend a license for up to thirty (30) days. In lieu of a suspension, the enforcement officer may issue a civil penalty not to exceed $1,000.00 for a violation of this ~~chapter~~Subsection, or a different fine amount as adjusted from time to time by the City's Consolidated Fee Schedule.

(2) **Revocation**. An enforcement officer may revoke a license issued under this Subsection if a license has another violation of this Subsection where a suspension has been made within a one (1) year period prior to the violation. Any revocation made under this Subsection shall continue for a period of one (1) year, after which an applicant may resubmit an application under this Subsection.

(3) **Educational requirement**. An enforcement officer may issue a suspension to any licensee for a violation of educational requirements set forth in Utah Code ~~Annotated~~ §32B-1-701, et seq. In lieu of suspension, and~~,~~ based upon the facts and circumstances, the enforcement officer may impose a fine of up to $250.00 for a violation of this part, or a different fine amount as adjusted from time to time by the City's Consolidated Fee Schedule.

(4) **Operational requirements**. It is cause for immediate revocation or suspension for a licensee who violates the operational requirements set forth in Title 32B of the Utah Code Annotated, depending upon the severity of a violation(s).

9-08-090 Appeals

Any person adversely affected by the decision of the C~~c~~ity's licensing authority or enforcement official, which decision was made within their role

of administering or interpreting one or more provisions of this Section, may, within the time period provided by this ordinance, appeal that decision to the appeal authority by alleging that there is an error in any order, requirement, decision, or determination made by the licensing authority or enforcement official in the administration or interpretation of this ordinance. The standard of review shall be limited to an examination of the underlying administrative record to determine only whether or not the decision issued by the licensing authority or enforcement official was arbitrary, capricious, or illegal.
All appeals shall be made as follows:

(1) **Time for written appeal**. Any person may appeal a decision made under this Subsection to the C~~c~~ity's appeal authority by filing a written appeal (i.e., "Notice of Appeal") with the City Clerk within ten (10) calendar days of any final adverse decision. The person filing the Notice of Appeal shall pay the appeal fee in accordance with the Kanab City Consolidated Fee Schedule.
(2) **Appeal authority.** The appeal authority shall be the same appeal officer designated, retained, or individually designated by the ~~c~~City for the purpose of hearing ~~land use~~ appeals, in accordance with Chapter 3~~2~~, Kanab City Land Use Ordinance, unless otherwise designated by resolution or ordinance.
(3) The appeal authority shall:
   A. Hear and decide all appeals under this chapter.
   B. Act in a quasi-judicial manner and serve as the final arbiter of issues involving the interpretation or application of applicable law.
   C. Exercise other powers and duties prescribed by law or assignment.
   D. Include as part of its decision written findings.
(4) **Appeal Process and Procedure**. The appeal process and procedure shall follow the provisions outlined in Chapter 3~~2~~ of the Kanab City Land Use Ordinance, except as modified herein or where provisions of that Ordinance only apply to land use issues.
(5) **Appeal generally**. No person may challenge in district court any decision of the C~~c~~ity or its enforcement officer(s) until that person has complied with the appeal procedure of this Subsection and has exhausted all administrative remedies pertaining to such appeal. No adversely affected party shall present a theory of relief in district court that was not first

presented to the appeal authority. Adversely affected parties are precluded from pursuing duplicate or successive appeals before the appeal authority as a condition of the adversely affected party's duty to exhaust administrative remedies.

9-08-100 Implementation

The Ceity ~~administrator~~ Manager or his/her designee may establish forms and rules of procedure consistent with this Subsection for the effective implementation of this Subsection.

9-08-110 Penalties

The following penalties apply and are not mutually exclusive:

(1) Civil. Each violation of this Subsection constitutes a civil fine not to exceed $1,000. Each day a violation continues constitutes a separate offense. The ~~c~~City may seek any civil remedy provided by law, including abatement and injunctive relief for a violation of this Subsection or for situations that constitute a public nuisance relating to alcoholic beverages.

(2) Criminal. Each violation of this Subsection is a class B misdemeanor.

9-09 Construction Permits

- 9-09-010 Violations
- 9-09-020 Permits and Inspections
- 9-09-030 Building Official
- 9-09-040 Review of building inspection

9-09-010 Violations

It shall be unlawful for any person, firm, or corporation, whether as owner, lessee, sublessee, or occupant, to erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy, or maintain any building or premises, or cause or permit the same to be done, contrary to

or in violation of any of the construction or fire codes adopted by State law or any order issued by the building official pursuant thereto.

A violation of this Subsection, if not otherwise noted herein or within State law, shall be a class B misdemeanor. In addition to criminal penalties, a violator may also be subject to civil penalties for each violation of this Subsection, not to exceed $1,000. Each day a violation continues constitutes a separate offense. The City may seek any civil remedy provided by law, including abatement and injunctive relief for a violation of this Subsection. The civil fine amounts may be updated or adjusted by the City's Consolidated Fee Schedule.

9-09-020 Permits and Inspections

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure, cause or allow the same to be done, without first obtaining a separate building permit for each such building or structure from the building official in the manner and according to the applicable conditions prescribed by State law regarding Construction and Fire codes.

9-09-030 Building Official

There is hereby created the position of building official, who shall also be known as the municipal building inspector.

9-09-040 Review of building inspection

(1) In accordance with Utah Code Section §15A-1-210, the City provides for review of an inspection conducted by the city's building inspector for a single-family residential building permit.

(2) Upon request by a person seeking a single-family residential building permit, a chief executive officer of the municipality or county issuing the single-family residential building permit, or the chief executive officer's designee, shall, with reasonable diligence, review an inspection described in

Subsection (1) to determine whether the inspection constitutes a fair administration of the State Construction Code.

(3) A review described in this section:

A. is separate and unrelated to an appeal under the International Residential Code;

B. may not be used to review a matter that may be brought by appeal under the International Residential Code;

C. may not result in the waiver or modification of an International Residential Code requirement or standard;

D. may not conflict with an appeal, or the result of an appeal, under the International Residential Code; and

E. does not prohibit a person from bringing an appeal under the International Residential Code.

(4) A person who seeks a review described in this section may not be prohibited by preclusion, estoppel, or otherwise from raising an issue or bringing a claim in an appeal under the International Residential Code on the grounds that the person raised the issue or brought the claim in the review described in this section.

(5) As used in this section, "International Residential Code" means the International Residential Code as adopted under the State Construction Code.

9-10 Offensive Businesses and Facilities

- Section 9-10-010 Commencement of Offensive Business
- Section 9-10-020 Issuance of Permits

Section 9-10-010 Commencement of Offensive Business

(1) No person shall commence or change the location of any offensive business or establishment in or within one mile of the limits of this municipality without first filing an application for a permit to do so with the recorder/clerk.

(2) Offensive businesses, within the meaning of this part, shall include but not be limited to, packing houses, dairies, tanneries, canneries, renderies, junk or salvage yards, bone factories, slaughterhouses, butcher

shops, soap factories, foundries, breweries, distilleries, livery stables, blacksmith shops, or any other enterprise or establishment which creates excessive odors, fumes, smoke gases, or noises.

(3) The application for a permit shall specify the location at which the business or establishment is to be operated and maintained or the new location to which it is to be moved. The application shall describe the type of activity which will be conducted and describe the manner in which the business or establishment shall eliminate, control, or modify the emission by the business of the undesirable odors, fumes, noises, and other noisome features and the manner in which it shall be screened from public view, if its appearance is offensive.

Section 9-10-020 Issuance of Permits

(1) The recorder/clerk shall cause a study to be made of the proposed business or relocation of any offensive business or establishment by the board of health and personnel engaged in the inspection of buildings and other facilities. A report and recommendation shall be made to the governing body. The governing body, after review, may grant the applicant an opportunity to be heard and present additional facts. Thereafter the governing body may:

A. Deny the application.
B. Recommend a modification thereof.
C. Grant a limited permit to enter into the business or make the change of location subject to the requirement that the business or facility conform to standards established by the governing body with reference to controlling the offensive features of the business.

(2) In the event a permit is granted, it shall be subject to revocation either upon failure of the operator or owner to conduct his business in the manner specified by the governing body at the time of the granting of the permit, or because a change of circumstances makes the continued operation or maintenance of the business or facility a public nuisance.

(3) The governing body shall have the power to revoke or modify the permission to operate and maintain the business in such a manner as it deems necessary for the public good.

9-11 Short-Term Rental Property

It is unlawful for any person to keep, conduct, operate, or maintain a "short-term rental property" as defined in section 4 of the Kanab Land Use Ordinance within the Cc~~c~~ity without a business license. The following requirements are in addition to the requirements of this section, and apply to both residential and commercial short-~~-~~term rental properties:

(1) License Not Transferable: A short-~~-~~term residential rental property business license is not transferable between persons or structures. When an owner has more than one s~~S~~hort-~~-T~~term r~~R~~ental, each dwelling unit must have its own business license. Any person holding such license shall give written notice within thirty (30) days to the business license official after having transferred or otherwise disposed of legal or equitable control of any short-term residential rental dwelling unit licensed under this article.

(2) Transient Room Tax: All short-~~-~~term residential rental properties shall be subject to the collection of the municipality transient room tax as allowed under Utah code.

(3) The business license number shall be included, in plain view, on any booking website and at each property.

(4) Local Property Manager Required: All short-term residential rental properties shall designate a local property manager ~~that~~who resides within one (1) hour travel time of the property. The local property manager shall be available twenty-four (24) hours per day to respond to questions or concerns. Each short-~~-~~term residential rental property shall have a clearly visible sign within the unit containing the following information: the name and phone number of the local property manager;~~,~~ and the maximum occupancy of the unit (*See*~~look to~~ Kanab City Land Use Ordinance, Chapter 4-6, for occupancy limits).

(5) Owner and Property Manager Responsible: The owner and property manager shall be jointly and severally liable for any violations of this article.

Section 9: BUSINESS LICENSES AND REGULATIONS

Any short-term rental ~~which~~ that is found in violation of this section or any other requirement of this ordinance may be subject to revocation of the short-term residential rental properties business license, as well as any other remedies outlined in this Business License section.

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

KANAB
UTAH

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

DATE: November 18, 2025
TO: Mayor and City Council
SUBJECT: Hospital Water Line Relocation and Authorization for Expenditure
PREPARED BY: City Manager, Kyler Ludwig

Background:

Kane County Hospital is undertaking a site project that requires the relocation of an existing 16-inch municipal water line that runs beneath their property. The current line is approximately 50 years old. In discussions with hospital officials, City staff have coordinated a cooperative solution whereby the City will provide labor for the relocation, while the hospital will fund the cost of all parts and materials.

A commitment from the hospital was received confirming they will pay up to $120,000 for the required parts, including piping, connections, valves, and asphalt replacement. The City has already ordered and received the materials from Scholzen Products, with an invoiced cost of $86,528.68.

Analysis:

This infrastructure upgrade presents an opportunity to address an aging and critical component of the City's water system, while coordinating with another public entity to reduce cost. The City will take on equipment usage and labor expenses as part of its contribution to the project. Additionally, the City will take on costs to relocate the line off the American Legion property, enhancing long-term accessibility and maintenance flexibility.

Although the materials have been purchased, formal Council approval is required as the cost exceeds the City's administrative expenditure threshold.

Legal:

Financial:

The Hospital has committed $120,000 in material costs for this project.

Recommendations/Actions: It is recommended the City Council:

Authorize the expenditure of up to $120,000 for parts and materials related to the hospital water line relocation project, to be reimbursed by Kane County Hospital.

Kim Jones <kjones@kanecountyhospitalut.gov>
to me

Kyler as per our conversation about the city main water line on main street Kane county Hospital will pay for parts up to $120,000, please order and get it on your schedule. Thanks Kim

Scholzen Products Company, Inc.
548 West 100 North
HURRICANE, UT 84737
Tel. 435-635-4441 Fax. 435-635-9403

QUOTE

Customer Copy

Order Number	**6943736-00**
Order Date	**10/15/25**
Page	**1 of 1**

Bill To: **KANAB CITY**
ACCOUNTS PAYABLE
26 N 100 E
KANAB, UT 84741

Ship To: **KANAB CITY**
ACCOUNTS PAYABLE
26 N 100 E
KANAB, UT 84741

Customer #	*Quoted to*	*Quoted by*	*Instructions*	*Ship Via*
101702		**cas**		**Do Not Mail**

Line	*Item #*	*Description*	*UM*	*Ordered*	*Unit Price*	*Amount*
1	PV160-900	16" C-900 DR18 PVC	FT	1500	43.47	65205.00
2	TY16M45-I	16" MJ 45 DEG.ELL LESS ACCS. 072966	EA	2	981.36	1962.72
3	KK1663MJ	16" MJ X MJ B'FLY VALVE K-FLO 250# TAG & TESTED	EA	2	3925.00	7850.00
4	EB1516	16" JOINT RESTRAINT FOR C-900 PRC1116	EA	8	540.50	4324.00
5	TY564A-KIT	3'-4' SLIP VALVE BOX AND LID M-8040-SG	EA	2	138.70	277.40
6	EB2016PSC	16"MEGA LUG FOR PVC W/ACCS 2016PEC	EA	11	380.50	4185.50
8	TY16MS-I	16" MJ SLEEVE IMPORT LESS ASSY	EA	2	883.92	1767.84
9	TY162MSCT-I	16" X 2" TAP CAP	each	1	352.22	352.22
10	SP14/1-BLUE	14/IUF TRACER WIRE-BLUE 500'/2500'	FT	2000	194.00	388.00
11	SE5LB	JAR GRANULAR CHLORINE (0301604)	EA	6	36.00	216.00
		Total				86528.68
		Invoice Total				86528.68

Last Page

Lines Total 10

Due to extreme market volatility, quotes are valid for 24 hours

Total Due	**86528.68**

TERMS: Customer agrees to pay a service charge of 2% per month, a true rate of 24% per annum on any amount past due and to pay reasonable attorney's fees if it becomes neccessary to file suit to enforce collection. Accounts past due may be placed on a COD basis without notice. Special orders may not be returned or payment refunded. No items will be accepted for return without authorization. All returns are subject to a restocking charge plus any freight charges incurred.

Mayor
Colten Johnson
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Arlon Chamberlain
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Boyd Corry
Peter Banks

KANAB
UTAH

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

DATE: November 18, 2025
TO: Mayor and City Council
SUBJECT: Sewer Line Acoustic Assessment
PREPARED BY: City Manager, Kyler Ludwig

Background:

As part of the City's ongoing sewer system maintenance and risk mitigation efforts, Kanab City coordinates periodic assessments of its sewer infrastructure. This year's proposed inspection includes a comprehensive acoustic assessment of sewer lines and a condition inspection of associated manholes. This assessment is a proactive measure to reduce the likelihood of sewer failures and identify areas in need of repair or replacement.

This evaluation is required by our risk management entity, the Utah Risk Management Agency (URMA), and aligns with their recommended practices for liability reduction and preventative asset management.

Analysis:

RH Borden and Company has provided a proposal to conduct the inspection using SL-RAT (Sewer Line Rapid Assessment Tool) technology for approximately 120,000 linear feet of sewer lines, combined with a Level 1 condition inspection for 490 manholes.
The scope of services includes:

- Acoustic assessment of the sewer lines to detect blockages or flow impediments.
- Visual inspections of manholes using a 3-point risk scale evaluation for key structural elements.
- Delivery of results through a user-friendly ArcGIS dashboard, with downloadable data files (.csv and .shp formats).

Legal:

Financial:

- SL-RAT Sewer Line Assessment (120,000 ft @ $0.22/ft): $26,400

- Manhole Inspections (490 units @ $12.00/unit): $5,880
- Crew Mobilization: $4,440

Total Cost: $36,720

The City has $30,000 budgeted in account 51-83-34 (Contract Services – Sewer Line Cleaning) for this project. The proposed cost exceeds the available budget by $6,720. There should be sufficient budget authority in the sewer fund to cover the excess cost.

Recommendations/Actions: It is recommended the City Council:

Authorize staff to proceed with the sewer line acoustic assessment and manhole inspection project as proposed by RH Borden, in an amount not to exceed $36,720.

RH Borden and Company LLC
2961 W Maple Loop Dr
Ste 300
Lehi, UT 84048-5686 USA

Quotation

ADDRESS
Jake Dutton
UT, City of Kanab
26 North 100 East
Kanab, Utah 84741

QUOTATION # 1620
DATE 10/09/2025
EXPIRATION DATE 12/31/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Acoustic Assessment Service	Acoustic assessment of sewer line pipes utilizing Transmissive Acoustic Inspection Rapid Assessment Technology (SL-RAT). Service includes full assessment of designated pipes and delivery of assessment data in RH Borden Online ArcGIS Dashboard with additional ability to download data in .csv and .shp formats. Final cost based on actual footage assessed.	120,000	0.22	26,400.00
	Level 1 Manhole Inspection - Authorized Service Provider	Manholes will be assessed and prioritized based on manhole condition and incorporated into acoustic assessment data set. Manhole assessments will include a 3-point risk scale (Low, Medium, High) across 5 sections of the manhole (Lid, Collar, Main Body, Trough, Overall Condition). Data captured and included in RH Borden Online ArcGIS Dashboard with filtering and reporting capability. Final cost based on actual number of manholes assessed.	490	12.00	5,880.00
	Crew Mobilization	Crew Mobilization	1	4,440.00	4,440.00

SUBTOTAL	36,720.00
TAX	0.00
TOTAL	**$36,720.00**

Accepted By

Accepted Date

Mayor
Colten Johnson
City Council
Arlon Chamberlain
Scott Colson
Chris Heaton
Boyd Corry
Peter Banks

KANAB
UTAH

City Manager
Kyler Ludwig
City Attorney
Kent Burggraaf
City Recorder
Celeste Cram
City Treasurer
Danielle Ramsay

DATE: November 18, 2025
TO: Mayor and City Council
SUBJECT: Discussion of Community Wildfire Preparedness Plan and establishment of a Wildland Urban Interface Zone (WUI) within the City
PREPARED BY: City Manager, Kyler Ludwig

Background:

Under H.B. 48, local governments must:

- Adopt and enforce the Utah WUI Building Code within incorporated areas
- Create a local WUI Zone where the WUI Code will apply
- Complete this adoption by January 1, 2026

The WUI Zone is a City-created map based on local risk and vegetation characteristics.

This is distinct from the State High-Risk WUI Boundary, which FFSL will finalize using SES 7+ modeling and structure density in late 2025. The State boundary triggers State-assessed fees on high-risk properties; the local WUI Zone triggers application of the WUI building code. They do not have to match.

Analysis:

Staff recommends that Kanab City initiate formal discussions and public hearings with the Planning Commission and City Council to adopt the CWPP and designate an initial WUI Zone. Staff recommend the WUI Zone include the interior area of Kanab Creek, where vegetation density creates a significant burn load and structure exposure risk

.

Key considerations include:

- Code Enforcement: New construction in the WUI Zone will be subject to Utah's WUI building code; existing structures must comply with defensible space standards.
- Development Costs: Developers will face increased requirements, such as ignition-resistant construction and defensible space buffers, which may impact project feasibility and cost.

- Mapping Status: FFSL is still finalizing the High-Risk WUI Boundary Map, expected in late 2025. The City's WUI Zone is distinct but should be developed in consultation with FFSL to ensure alignment.
- Compliance Deadline: WUI Zones must be adopted and codified no later than December 31, 2025, to meet state requirements.

Legal:

HB 48 provides governmental immunity for municipalities related to WUI zone designation, implementation of building code standards, and property assessments (§63G-7-201(5)). The WUI Zone must be adopted by ordinance and supported by findings of fact (e.g., vegetation, slope, structure density) as per state code and FFSL recommendations.

Financial:

Recommendations/Actions: It is recommended the City Council:

Discuss wildfire preparedness and areas of elevated wildfire risk within Kanab City. Direct staff to develop a draft Wildland-Urban Interface (WUI) Zone map, beginning with the Kanab Creek corridor and other high-risk areas based on vegetation load, slope, and proximity to wildlands.

Utah House Bill 48 Wildland Urban Interface Modifications

Overview

The bill establishes a comprehensive framework for managing wildfire risks in the wildland–urban interface (WUI) — areas where homes and development meet undeveloped wildlands. It assigns clear duties to counties, municipalities, and the Division of Forestry, Fire, and State Lands (FFSL) to ensure wildfire preparedness, prevention, and mitigation.

Municipal Responsibilities

1. **Adoption and Enforcement of Building Standards**
   - Municipalities must adopt and enforce wildland–urban interface building standards within incorporated areas (§65A-8-203(4)(f), (9)(a)(ii)).
   - They have two years to adopt any updated standards after a new state code is issued (§65A-8-203(9)(c)).
2. **Participation in Cooperative Agreements**
   - Cities can participate in cooperative fire protection agreements with the state to receive support for wildfire management (§65A-8-203(2)(a)).
   - To qualify, they must meet requirements for training, mitigation, and reporting (§65A-8-203(4)).
3. **Liability and Immunity**
   - Both counties and municipalities are granted governmental immunity for actions taken (or not taken) under this bill, including property evaluations and classifications (§63G-7-201(5)).

Criteria for Zone/Boundary	Determined by the local AHJ. Collaborate with FFSL, who recommend SES 5+ as a starting point.
Impact to Property Owner	New construction will comply with all the requirements in the Utah WUI Code. Existing construction will comply with the defensible space requirements in the Utah WUI Code
Impact to AHJ	Must determine WUI Zone, adopt and enforce the Utah WUI Code

*WUI Wildland-Urban Interface, SES – Structure Exposure Score

The Structure Exposure Score 5+ is a metric used to evaluate the exposure of structures to various risks, particularly in the context of environmental hazards or financial assessments.

- Definition: A score of 5 or higher indicates significant exposure to risk factors such as natural disasters, economic instability, or structural vulnerabilities.
- Assessment Criteria: Factors may include location, building materials, design, and historical data on hazards.
- Applications: Used by insurers, urban planners, and risk management professionals to inform decision-making and mitigation strategies.

State of Utah

Community Wildfire Preparedness Plan

For the Wildland – Urban Interface

Kanab City

12/2024

Department of Natural Resources
Division of Forestry, Fire, and State Lands
1594 W North Temple, PO Box 145703, Salt Lake City, UT 84114-5703

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Kanab City Wildfire Preparedness Plan

Declaration and Concurrence Page

This list needs to be customized to the individual plan. Please provide the names and affiliations of all collaborators. This page will then be signed after all cooperators have reviewed the plan and concur with its contents.

Click here to enter name.	Community Member/Landowner
NAME	AFFILIATION
SIGNATURE	DATE

Click here to enter name.	Community Member/Landowner
NAME	AFFILIATION
SIGNATURE	DATE

Click here to enter name.	Community Member/Landowner
NAME	AFFILIATION
SIGNATURE	DATE

Colten Johnson	Kanab City Mayor
NAME	AFFILIATION
SIGNATURE	DATE

KYLER LUDWIG	Kanab City Manager
NAME	AFFILIATION
SIGNATURE	DATE

Declaration and Concurrence Page, continued

Name	Affiliation
Brett Pierson	Kanab Fire Chief
Signature	Date

Name	Affiliation
Alexander Larsen	Kane County Fire Warden
Signature	Date

Name	Affiliation
Danon Hulet	Fire Management Officer – Southwest Utah Area
Signature	Date

Name	Affiliation
Click here to enter name.	Click here to enter affiliation.
Signature	Date

Name	Affiliation
Click here to enter name.	Click here to enter affiliation.
Signature	Date

Kanab City Wildfire Preparedness Plan

INTRODUCTION

Over 600 of Utah's communities have been classified as "at risk" of wildfire. The safety of the citizens of any community and the protection of private property and community infrastructure is a shared responsibility between the citizens, the owner, developer, or association, and the local, county, state, and federal governments. **The primary responsibility, however, remains with the local government and the citizen/owner.**

The purpose of wildfire preparedness planning is to...

- Motivate and empower local government, communities, and property owners to organize, plan, and take action on issues impacting the safety and resilience of values at risk
- Enhance levels of fire resilience and protection to the communities and infrastructure
- Identify the threat of wildland fires in the area
- Identify strategies to reduce the risks to structures, infrastructure, and commerce in the community during a wildfire
- Identify wildfire hazards, education, and mitigation actions needed to reduce risk
- Transfer practical knowledge through collaboration between stakeholders toward common goals and objectives

Outcomes of wildfire preparedness planning...

- Facilitate organization of sustainable efforts to guide planning and implementation of actions:
  1. Fire-adapted communities 2. Resilient landscapes 3. Safe and effective fire response
- Improve community safety through:

✔ Coordination and collaboration
✔ Public awareness and education
✔ Firefighter training
✔ Fuel modification
✔ Improved fire response capabilities
✔ Fire prevention
✔ Development of long-term strategies

RESOURCES

For resources to complete a wildfire preparedness plan for your community, consider organizations such as the following:

✔ Local / Primary fire protection provider
✔ Local Resource, Conservation and Development Districts
✔ Utah Division of Forestry, Fire, and State Lands
✔ Utah State Fire Marshal (Dept. of Public Safety)
✔ Utah Division of Emergency Management
✔ Utah Living With Fire
✔ Local fire agencies
✔ Local emergency management services
✔ USDA Forest Service
✔ U.S. Department of Interior Agencies
✔ Utah Resource Conservation Districts
✔ Utah Soil Conservation Districts

STATEMENT OF LIABILITY

The activities suggested by this template, associated checklist and guidance document, the assessments and recommendations of fire officials, and the plans and projects outlined by the community wildfire council, are made in good faith according to information available at this time. The Utah Division of Forestry, Fire and State Lands assumes no liability and makes no guarantees regarding the level of success users of this plan will experience. Wildfire still occurs, despite efforts to prevent it or contain it; the intention of all decisions and actions made under this plan is to reduce the potential for, and the consequences of, wildfire. *Last revised March 2016*

This document provides the outline for and specifies the information recommended for inclusion in a wildfire preparedness plan. **Completed Community Wildfire Preparedness Plans should be submitted to the local Area Manager or Fire Management Officer with the Utah Division of Forestry, Fire and State Lands for final concurrence.**

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PLAN OVERVIEW MAP
Area of Interest

map to be added, Planning and zoning

PARTNERSHIPS AND COLLABORATION

Briefly describe the surrounding lands and the partners involved in coordinating the fuels treatments identified in the CWPP. This section can be added to as new projects and partners are developed. Community buy-in and desires to support and move these projects forward are critical to overall success.

BLM and private land surround the city of Kanab. Most of the BLM is cliffs and steep slopes, with minimal ground cover. This means it has very low fire potential. We work very well with the Kane County fire warden and Kane County regarding private lands. We have completed a cut, pile, and burn fuels mitigation project in Kanab Creek. We will continue to collaborate with the Kane County fire warden and the state on fuel projects and fuel mitigation. We plan to visit all the schools in Kanab during Fire Prevention Week next year.. We will invite the Forest Service, the BLM, and the Kane County fire warden to do a presentation on fire prevention. Kanab City currently addresses weed management in commercial districts through Land Use Ordinance Section 20-7B, which prohibits trash, rubbish, weeds, and other combustible materials from remaining on commercial lots; however, the Community Wildfire Protection Plan (CWPP) will **recommend to the City Council** that a comprehensive, citywide weed abatement ordinance be adopted or updated to more effectively reduce wildfire hazards throughout the community by focusing on hazardous fuel load reduction. This recommendation is intended to achieve broader risk reduction by including expanded coverage for residential, vacant, and undeveloped properties; establishing clear vegetation height standards (typically 4-6 inches in high-risk areas) and defining fire-hazardous species; mandating seasonal removal during critical fire months (typically May through October); formally integrating weed management with defensible space requirements, especially in the wildland-urban interface; and creating robust enforcement provisions that include clear notification procedures, abatement timelines, penalties for non-compliance, and granting the city authority to abate hazardous vegetation on non-compliant properties and bill property owners for the incurred costs. Ultimately, the adoption of these enhanced weed management regulations is essential to reducing ignition sources, slowing fire spread, improving firefighter safety, and demonstrating a strong community commitment to holistic wildfire risk reduction, and should be coordinated with public education efforts to maximize compliance.

PART I
COMMUNITY DESCRIPTION

Community Legal Structure

List the government entities associated with the community – city, town, unincorporated community, special service district, homeowner association(s), other.

Organization	Contact Person	Phone Number	E-mail
Kanab Fire Department	Brett Pierson	435-819-0555	bpierson@kanab.utah.gov
Kane CO. Fire Warden	Alexander Larsen	435-819-0671	arlarsen@utah.gov
Public Works	Jake Dutton	435-644-2536	kanabpw@kanab.net

Population

Approximate number of homes	2300
Approximate number of lots	3482
Approximate number of commercial entities	185
Approximate number of full-time residents	5291
Approximated number of part-time residents	493

Notes/comments:

Restricting Covenants, Ordinances, etc. (Attach as appendix)

For example, home association bylaws may have requirements regarding building construction materials or vegetation removal, or regarding access in a gated community.

Source	Details

Access

Directions to community

Kanab is located on the western Colorado Plateau. U.S. Routes 89 and 89A meet in the center of town. US 89 leads north 21 miles (34 km) to Orderville, UT , and southeast 74 miles (119 km) to Page AZ, while US 89A leads south 7 miles (11 km) to Fredonia, AZ.

All-weather access

The City of Kanab has 47 miles of streets, and 1,100 stop and yield signs. All have access year-round.

Seasonal access

All access is year-round.

Roads

Reset Option Buttons	None	Some	All	Adequate	Inadequate	% Pavement	% gravel	% dirt
Road signs present	○	○	◉	◉	○	100		
Will support normal flow of traffic	○	○	◉	◉	○	100		
Are loop roads	○	◉	○	◉	○	100		
Are dead-end roads	○	◉	○	◉	○			
Turnaround space available at end of road for emergency equipment (based on turning radius listed in the guidance document)	○	○	◉	◉	○			

Notes/comments:

Driveways						
Reset Option Buttons	Adequate	Inadequate	No	Few	Most	All
Most driveways width and height clearance, road grades, and vegetation appearance are...	◉	○	○	○	◉	○
Individual homeowners have posted their name and address	◉	○	○	○	◉	○
Notes/comments:						

Structures						
Reset Option Buttons	None	Few	Some	Many	Most	All
Wood frame construction	○	○	○	○	◉	○
Have wood decks or porches	○	○	◉	○	○	○
Have wood, shake, or shingle roofs	○	◉	○	○	○	○
Are visible from the main subdivision road	○	○	○	○	◉	○
Notes/comments:						

Bridges, Gate, Culverts, other			
Reset Option Buttons	No	Some	All
Bridges support emergency equipment	○	○	◉
The gate provides easy access to emergency equipment	◉	○	○

Culverts are easily crossed by emergency equipment	○	○	◉
Notes/comments:			

Utilities						
Reset Option Buttons	Below ground	Above ground	Provided by	Phone number	% marked with a flag or other highly visible means	% utilized
Telephone service	○	◉	South central	888-826-4211	100	70
Electrical service	○	◉	Garkane energy	435-644-5026	100	100
Are there homes utilizing propane?	○	◉	GarKane/ AmeriGas	435-644-5026/ 435-644-2915	100	40
Are there homes utilizing natural gas?	○	○				0
Notes/comments:						

List locations of propane tanks above ground:		
Owner	Address, lat/long, etc.	Size
Notes/comments: Tanks are scattered throughout the town.		

Primary Water Sources	
Approximate % of homes using central water system	100
Approximate % of homes using individual wells	0
Approximate % of homes having additional private water source	0

Water provided by	Kanab City	Phone	435-644--2534
Notes/comments: Fire Hydrants are placed throughout the city according to the fire code at 500 ft or no more than 250 ft from a structure. They are also flow-tested and in full working order at a minimum of 1,500 gpm.			

List locations of water sources:		
Owner	Address, lat/long, etc.	Accessible
Kanab City	Hydrants Throughout City	Yes
Notes/comments:		

PART II:

RISK ASSESSMENT

Estimated Values at Risk Provide an approximation of the estimated current values of residential and commercial property in the area. The County Assessor should be able to assist with this information.	
Estimated values at risk of commercial and residential property	$ 813,659,851
Year	2024

Natural Resources at Risk Describe the natural resources at risk in the area, such as watershed, forest products, wildlife, recreation tourism, etc.

The following information is based on the Communities At Risk (CARs) list that was developed cooperatively at the local and state level to assist land management agencies and other stakeholders in determining the scope of the WUI challenge and to monitor progress in mitigating the hazards in these areas. This information is updated annually through the interagency fuel groups. Input the fields that are reflected on the state list found on our website at forestry.utah.gov.

Fire Occurrence: Number of fires in the area for the last 10 years ___2___ to ___6___			
○	0	No Risk	
◉	1	Moderate	0 to 1 fire/township
○	2	High	2 to 14 fires/township
○	3	Extreme	Greater than 14 fires/township
Rating	1		Reset Option Buttons

Area Fire History

Month/Year of fire	Ignition point	Ignition source	Acres burned

Fuel Hazard: Assess the fuel conditions of the landscape and surrounding the community			
○	0	No Risk	
◉	1	Moderate	Moderate to low to control, fire intensities would generally cause moderate damage to resources based on slope, wind speed, and fuel. Vegetation Types: Ponderosa pine/mountain shrub, grassland, alpine, dry meadow, desert grassland, Ponderosa pine, Aspen, and mountain riparian.
○	2	High	High resistance to control, high to moderate intensity resulting in high to moderate damage to resources depending on slope, rate of spread, wind speed, and fuel loading. Vegetation Type: Maple, mountain shrubs, sagebrush, sagebrush/perennial grass, salt desert scrub, Black Brush, Creosote, and Greasewood.
○	3	Extreme	High resistance to control, extreme intensity level resulting in almost complete combustion of vegetation and possible damage to soils and seed sources depending on slopes, wind speed, rate of spread, and fuel loading.
Rating	1		Reset Option Buttons

Values Protected: Evaluate the human and economic values associated with the community or landscape, such as homes, businesses, and community infrastructure.			
○	0	No Risk	
○	1	Moderate	Secondary Development: This would be seasonal or secondary housing and recreational facilities.
○	2	High	Primary Development: This would include primary residential housing, commercial, and business areas.
◉	3	Extreme	Community infrastructure and community support: This would be water systems, utilities, transportation systems, critical care facilities, schools, manufacturing, and industrial sites. It may also include valuable commercial timber stands, municipal watersheds, and areas of high historical, cultural and/or spiritual significance which support and/or are critical to the well-being of the community.

Rating	3		Reset Option Buttons

Insurance Rating Provide the current insurance rating for the community	
ISO Fire Insurance Rating:	

Protection Capabilities: Insurance Services Organization (ISO) rating for the community will serve as an overall indicator of the protection capabilities.			
◉	1	Moderate	ISO Rating of 6 or lower
○	2	High	ISO Rating 7 to 9
○	3	Extreme	ISO Rating 10
Rating	1		Reset Option Buttons

Fire Occurrence	Fuel Hazard	Values Protected	Fire Protection Capabilities	Overall Rating
1	1	2	1	5
Total: 4-7 Moderate, 8-11 High, 12 Extreme				5

Update Changes

The following information is based on the Utah Wildfire Risk Assessment Portal (UWRAP) and Area of Interest (AOI) Summary Reporting Tool. Reports are generated using a set of predefined map products developed by the West Wide Wildfire Risk Assessment (2012) project. The UWRAP provides a consistent, comparable set of scientific results to be used as a foundation for wildfire mitigation and prevention planning in Utah.

Wildland Development Areas (WUI): Data set is derived using modeling techniques based on the Where People Live and population count data available to government agencies from the Department of Homeland Security.

Wildland Development Area (WUI) Impacts: Data set is derived using a Response Function modeling approach. To calculate the Wildland Development Area Impact Response Function Score, the Wildland Development Area housing density data were combined with flame length data and Response Functions assignments to represent potential impacts.

(The map will update this section)

Wildfire Risk: combines the likelihood of a fire occurring (Threat) with those of areas of most concern that are adversely impacted by fire (Fire Effects). Wildfire Threat Index is derived from historical fire occurrence, landscape characteristics including surface fuels and canopy fuels, percentile weather derived from historical weather observations, and terrain conditions. Fire Effects are comprised of Value Impacts and Suppression Difficulty.

	Total Acres AOI for each Category with the percentages added		
	WUI	**WUI Impacts**	**Wildfire Risk**
Low (1-4)			
Moderate (5-7)			
High (8-10)			

Including maps from the UWRAP report may also be beneficial in this section. Consider using the following as an example.

- Location Specific Ignitions
- Ignition and Fire occurrence density
- Water Impacts
- Rate of Spread
- Suppression Difficulty
- Fire Effects

Past Accomplishments	
Prevention	• Numerous School presentations. • *4th of July presentations* •
Preparedness	• •
Mitigation	• *Passed a Nuisance ordinance for weeds and fuels.*
Maintenance	• • *We will continue to maintain our wildland engines.* • *Continue to keep our wildland training and refreshers.*

PART III:
RISK REDUCTION GOALS/ ACTIONS

Goals of Plan: Provide a brief statement under the Prevention, Preparedness, Mitigation, and Maintenance goals. These should align with the pillars of the National Cohesive Strategy and the Utah Catastrophic Wildfire Reduction Strategy (1.Resilient Landscapes, 2. Fire Adapted Communities, 3. Wildfire Response).

Identification of Actions: Provide detailed project information. These projects/actions can be mapped/tracked in the Utah WRA portal and should be consistent with a Cooperative Agreement in compliance with the Wildfire Policy if applicable.

GOAL A: PREVENTION – Activities directed at reducing the occurrence of fires, including public education, law enforcement, and personal contact.

Goal A.1 –			
Action(s):	**Timeline:**	**Community Lead:**	**Priority:**
Look at updating the Land Use Weed Ordinance	7/1/2026	Fire Chief	High
Notes, updates ,and monitoring			

Kanab City Wildfire Preparedness Plan

GOAL B: PREPAREDNESS – Activities that lead to a state of response readiness to contain the effects of wildfire to minimize loss of life, injury, and damage to property. Including access to home/community, combustibility of homes/structures and creating survivable space.

Goal B.1 – Evaluate, upgrade, and maintain community wildfire preparation			
Action(s):	**Timeline:**	**Community Lead:**	**Priority:**
Continue to enforce the weed Ordinance *and update as needed.*	Ongoing	Kanab City	High
Kanab Fire will maintain a high ISO rating.	Ongoing	Fire Chief	Very High
Notes, updates, and monitoring			

Goal B.2 – Educate community members to prepare for and respond to wildfire.			
Action(s):	**Timeline:**	**Community Lead:**	**Priority:**
Notes, updates, and monitoring			

Goal B.3 – Address identified regulative issues impacting community wildfire prevention and response needs.			
Action(s):	**Timeline:**	**Community Lead:**	**Priority:**
We passed a Nuisance ordinance on weeds and fuels, which we will continue to enforce and update as needed.	Ongoing	Kanab City	high
Notes, updates, and monitoring			

Goal B.4 – Evaluate response facilities and equipment.			
Action(s):	**Timeline:**	**Community Lead:**	**Priority:**
			High
Notes, updates, and monitoring			

GOAL C: MITIGATION – Actions that are implemented to reduce or eliminate risks to persons, property, or natural resources, including fuel treatments and reduction.

Goal C.1 – Decrease fuels within the community to reduce wildfire impact in and around the community.			
Action(s):	**Timeline:**	**Community Lead:**	**Priority:**
Continue to enforce the weed Ordinance *and update as needed.*	7/1/2026	Fire Chief	High
Notes, updates, and monitoring			

Goal C.2 – Work with local, state and federal fire officials to decrease fuels on private and adjacent public lands to reduce wildfire intensity and impact in and around the community.			
Action(s):	**Timeline:**	**Community Lead:**	**Priority:**

Notes, updates, and monitoring			

GOAL D: MAINTENANCE – the process of preserving actions that have occurred, including fuel treatments and reduction.

Goal D.1 - Regularly evaluate, update, and maintain project commitments.			
Action(s):	**Timeline:**	**Community Lead:**	**Priority:**
Notes and updates			

PART IV:
CONTACTS

The contacts in this part identify community resources that can be used to complete the goals of the plan.

Planning Committee Member List			
Name	**Affiliation**	**Phone Number**	**E-mail**
Kyler Ludwig	Kanab City manager	435-6442626	KLudwig@kanab.utah.gov
Brett Pierson	Fire Chief	435-819-0555	bpierson@kanab.utah.gov
Alexander Larsen	State/County Fire Warden	435-819-0671	arlarsen@utah.gov

Commercial Entities				
Organization	**Contact Person**	**Phone Number**	**E-mail**	**Address**
Garkane Power	Dan McClendon	800-747-5403	dan.mcclendon@garkane.com	1802 S Highway 89A, Kanab, UT 84741
South Central	Michael East	435 644 2801		329 S 350 E, Kanab, UT 84741

Formal Associations			
Organization	Contact Person	Phone Number	E-mail

Media Support			
Organization	Contact Person	Phone Number	E-mail
Southern Utah News	Ty Gant	435 689-1706	sunews@kanab.net
KUTV 2 News	Assignment Desk	801-839-1333	
KTVX 4 News	Assignment Desk	801-975-4444	
KSL 5 New	Assignment Desk	801-575-5500	
Fox 13 News	Assignment Desk	801-532-1300	

Schools				
School	Contact Person	Phone Number	E-mail	Address
Kanab Elementary	Dan Trimble	435-644-2329	trimbled@kanek12.ut.us	1357 S Vermillion Dr.
Kanab Middle School	B Bateman	435-644-5809	batemanb@kane.k12.ut.us	690 S Cowboy Way
Kanab High	T Stewart	435-644-5821	stewartt@kane.k12.ut.us	59 E Cowboy Way

Kane County School District Main	Ben Dalton	435-644-2555 ext.1	daltonb@kane.k12.ut.us	746 S 175 E, Kanab, UT 84741

Transportation			
Organization	Contact Person	Phone Number	E-mail
Kanab Public Works Department	J Dutton	435-899-9573	kanabpw@kanab.net

Private Equipment Capabilities				
Type of Equipment	Contact Person	Phone Number	E-mail	Address

Other			
Organization	Name	Phone Number	E-mail

APPENDIX

Appendix A:

Contents:

Appendix B:

Contents:

Appendix C:

Contents:

Appendix D:

Contents:

Wildland Urban Interface Modifications

2025 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Casey Snider

Senate Sponsor: Michael K. McKell

LONG TITLE

General Description:

This bill addresses efforts to oversee wildfire risks associated with wildland urban interface property.

Highlighted Provisions:

This bill:

- defines terms;
- requires counties to take certain actions related to wildland urban interface property, including assessing a fee;
- directs the fee to be retained by a county and deposited into the Wildland-urban Interface Prevention, Preparedness, and Mitigation Fund;
- addresses insuring wildland urban interface property;
- imposes notice requirements related to insuring wildland urban interface property;
- requires counties and municipalities to adopt the wildland urban interface building code standards;
- permits the Division of Forestry, Fire, and State Lands (division) to choose not to cover costs of local governments under certain circumstances;
- directs the division to establish a program for wildland urban interface coordinators to evaluate, using a triage scale, high risk wildland urban interface property;
- addresses actions related to evaluating the high risk wildland urban interface property;
- provides for a database to be accessed by certain insurers related to evaluating high risk wildland urban interface property;
- authorizes rulemaking;
- addresses liability; and
- makes technical changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

AMENDS:

15A-5-203, as last amended by Laws of Utah 2024, Chapters 21, 381

63G-7-201, as last amended by Laws of Utah 2023, Chapters 34, 105, 259, 329, 452, and 456

65A-8-203, as last amended by Laws of Utah 2024, Chapter 77

65A-8-215, as last amended by Laws of Utah 2024, Chapter 77

ENACTS:

17-16-22, Utah Code Annotated 1953

31A-22-1310, Utah Code Annotated 1953

65A-8-401, Utah Code Annotated 1953

65A-8-402, Utah Code Annotated 1953

65A-8-403, Utah Code Annotated 1953

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **15A-5-203** is amended to read:

15A-5-203 . Amendments and additions to IFC related to fire safety, building, and site requirements.

(1) For IFC, Chapter 5, Fire Service Features:

(a) In IFC, Chapter 5, a new Section 501.5, Access grade and fire flow, is added as follows: "An authority having jurisdiction over a structure built in accordance with the requirements of the International Residential Code as adopted in the State Construction Code, may require an automatic fire sprinkler system for the structure only by ordinance and only if any of the following conditions exist:

(i) the structure:

(A) is located in an urban-wildland interface area as provided in the Utah Wildland Urban Interface Code adopted as a construction code under the State Construction Code; and

(B) does not meet the requirements described in Utah Code, Subsection 65A-8-203 (4)[~~(a)~~] (f) and Utah Administrative Code, R652-122-1300, Minimum

Standards for County Wildland Fire Ordinance;

(ii) the structure is in an area where a public water distribution system with fire hydrants does not exist as required in Utah Administrative Code, R309-550-5, Water Main Design;

(iii) the only fire apparatus access road has a grade greater than 10% for more than 500 continual feet;

(iv) the total floor area of all floor levels within the exterior walls of the dwelling unit exceeds 10,000 square feet; or

(v) the total floor area of all floor levels within the exterior walls of the dwelling unit is double the average of the total floor area of all floor levels of unsprinkled homes in the subdivision that are no larger than 10,000 square feet.

(vi) Exception: A single family dwelling does not require a fire sprinkler system if the dwelling:

(A) is located outside the wildland urban interface;

(B) is built in a one-lot subdivision; and

(C) has 50 feet of defensible space on all sides that limits the propensity of fire spreading from the dwelling to another property."

(b) In IFC, Chapter 5, Section 506.1, Where Required, is deleted and rewritten as follows: "Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official, after consultation with the building owner, may require a key box to be installed in an approved location. The key box shall contain keys to gain necessary access as required by the fire code official. For each fire jurisdiction that has at least one building with a required key box, the fire jurisdiction shall adopt an ordinance, resolution, or other operating rule or policy that creates a process to ensure that each key to each key box is properly accounted for and secure."

(c) In IFC, Chapter 5, a new Section 507.1.1, Isolated one- and two-family dwellings, is added as follows: "Fire flow may be reduced for an isolated one- and two-family dwelling when the authority having jurisdiction over the dwelling determines that the development of a full fire-flow requirement is impractical."

(d) In IFC, Chapter 5, a new Section 507.1.2, Pre-existing subdivision lots, is added as follows: "507.1.2 Pre-existing subdivision lots.

The requirements for a pre-existing subdivision lot shall not exceed the requirements

described in Section 501.5."

(e) In IFC, Chapter 5, Section 507.5.1, here required, a new exception is added: "3. One interior and one detached accessory dwelling unit on a single residential lot."

(f) IFC, Chapter 5, Section 510.1, Emergency responder communication coverage in new buildings, is amended by adding: "When required by the fire code official, unless the new building is a public school as that term is defined in Section 53G-9-205.1 or a private school, then the fire code official shall require," at the beginning of the first paragraph.

(2) For IFC, Chapter 6, Building Services and Systems:

(a) IFC, Chapter 6, Section 604.6.1, Elevator key location, is deleted and rewritten as follows: "Firefighter service keys shall be kept in a "Supra-Stor-a-key" elevator key box or similar box with corresponding key system that is adjacent to the elevator for immediate use by the fire department. The key box shall contain one key for each elevator, one key for lobby control, and any other keys necessary for emergency service. The elevator key box shall be accessed using a 6049 numbered key."

(b) IFC, Chapter 6, Section 606.1, General, is amended as follows: On line three, after the word "Code", add the words "and NFPA 96".

(c) IFC, Chapter 6, Section 607.2, a new exception 5 is added as follows: "5. A Type 1 hood is not required for a cooking appliance in a microenterprise home kitchen, as that term is defined in Utah Code, Section 26B-7-401, for which the operator obtains a permit in accordance with Section 26B-7-416."

(3) IFC, Chapter 7, Fire and Smoke Protection Features, Section 702.5, is deleted.

Section 2. Section **17-16-22** is enacted to read:

17-16-22 . Wildland urban interface evaluation and fees.

(1) As used in this section:

(a) "County officer" means the same as that term is defined in Section 17-16-21.

(b) "High risk wildland urban interface property" means the same as that term is defined in Section 65A-8-401.

(c) "Wildland urban interface" means the same as that term is defined in Section 65A-8-401.

(d) "Wildland urban interface coordinator" means the same as that term is defined in Section 65A-8-401.

(2) If evaluation of high risk wildland urban interface property is assigned to a county under Section 65A-8-402:

(a) the county shall enter into a cooperative agreement with the Division of Forestry, Fire, and State Lands, in accordance with Subsection 65A-8-203(2)(a), which agreement shall address compliance with this Subsection (2) for evaluation and classification of high risk wildland urban interface property; and

(b) a county officer shall require that a wildland urban interface coordinator representing the county annually evaluate high risk wildland urban interface property within the county in accordance with Section 65A-8-402.

(3) Beginning January 1, 2026, a county officer shall:

(a) annually assess a fee:

(i) against the property owner of high risk wildland urban interface property within the incorporated and unincorporated portions of the county; and

(ii) in the amount set by the Division of Forestry, Fire, and State Lands under Section 65A-8-402; and

(b)(i) after retaining a portion of the fee under Subsection (3)(b)(ii), transmit the fee assessed under Subsection (3)(a) to the Division of Forestry, Fire, and State Lands for deposit into the Wildland-urban Interface Prevention, Preparedness, and Mitigation Fund created in Section 65A-8-215; and

(ii) retain that portion of the fee assessed under Subsection (3)(a) necessary to pay costs incurred by the county in implementing this section, which the county may include in the county's annual accounting of wildfire prevention, preparedness, mitigation actions, and associated costs for purposes of Subsection 65A-8-203(4)(c).

(4) A county may hold a political subdivision lien on high risk wildland urban interface property for a fee that is past due by following the procedures in Sections 17B-1-902 and 17B-1-902.1, as if the county is a special district.

Section 3. Section **31A-22-1310** is enacted to read:

31A-22-1310 . Insuring wildland urban interface property.

(1) As used in this section:

(a) "High risk wildland urban interface property" means the same as that term is defined in Section 65A-8-401.

(b) "Wildland urban interface" means the same as that term is defined in Section 65A-8-401.

(c) "Wildland urban interface property and casualty insurer" means an insurer that issues property or casualty insurance for wildland urban interface property.

(2)(a) For purposes of determining whether property is high risk wildland urban interface property, a wildland urban interface property and casualty insurer may only use the boundary provided in the wildfire risk assessment mapping tool maintained by the Division of Forestry, Fire, and State Lands in accordance with Subsection 65A-8-203(8) to determine whether the property is high risk wildland urban interface property.

(b) A wildland urban interface property and casualty insurer may use additional fire hazard data, beyond the wildfire risk assessment mapping tool described in Subsection (2)(a), in connection with setting a rate for, or the underwriting of, high risk wildland urban interface property if the wildland urban interface property and casualty insurer's use of additional fire hazard data is in compliance with:

(i) the boundary determination made in Subsection (2)(a); and

(ii) this title and department rules made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act.

(c) If a property is determined not to be high risk wildland urban interface in accordance with Subsection (2)(a), this Subsection (2) does not apply to the use of fire hazard data in connection with rate setting or underwriting of the property.

(d) This Subsection (2) does not restrict the use of data or underwriting tools in determining risks that are unrelated to fire risk.

(3)(a) If an owner of property located within the wildland urban interface files a complaint with the department asserting that a wildland urban interface property and casualty insurer has violated, or is violating, this section, the department may investigate the wildland urban interface property and casualty insurer to determine whether a violation has occurred or is occurring.

(b) If after an investigation under this Subsection (3) the department finds that a wildland urban interface property and casualty insurer has violated or is violating this section, the department may:

(i) issue prohibitory, mandatory, and other orders as necessary to secure compliance with this section; and

(ii) impose penalties against the wildland urban interface property and casualty insurer in accordance with Section 31A-2-308.

(4) In addition to complying with relevant requirements of Section 31A-21-303, if due to risks of wildfire a wildland urban interface property and casualty insurer:

(a) cancels or nonrenews property and casualty insurance covering wildland urban

interface property, the wildland urban interface property and casualty insurer shall include in the notice of cancellation or nonrenewal the facts on which the wildland urban interface property and casualty insurer's decision is based with reasonable precision; and

(b) increases the premium by more than 20% of the previous term's premium for property and casualty insurance covering wildland urban interface property, after receipt of a request for the information by the insured the wildland urban interface property and casualty insurer shall provide the insured the facts on which the wildland urban interface property and casualty insurer's decision is based with reasonable precision.

(5) Subsections (1) through (4) apply on and after January 1, 2026.

(6) This section does not:

(a) create a cause of action for an act or failure to act under this section against:

(i) the state;

(ii) the department;

(iii) the Division of Forestry, Fire, and State Lands;

(iv) an officer, consultant, or employee of the department or Division of Forestry, Fire, and State Lands;

(v) a wildland urban interface coordinator, as defined in Section 65A-8-401; or

(vi) a county;

(b) waive governmental immunity in accordance with Subsection 63G-7-201(5); or

(c) create a cause of action against a wildland urban interface property and casualty insurer for use in accordance with Subsection (2)(a) of the boundary provided in the wildfire risk assessment mapping tool maintained by the Division of Forestry, Fire, and State Lands in accordance with Subsection 65A-8-203(8).

Section 4. Section **63G-7-201** is amended to read:

63G-7-201 . Immunity of governmental entities and employees from suit.

(1) Except as otherwise provided in this chapter, each governmental entity and each employee of a governmental entity are immune from suit for any injury that results from the exercise of a governmental function.

(2) Notwithstanding the waiver of immunity provisions of Section 63G-7-301, a governmental entity, its officers, and its employees are immune from suit:

(a) as provided in Section 78B-4-517; and

(b) for any injury or damage resulting from the implementation of or the failure to

implement measures to:

(i) control the causes of epidemic and communicable diseases and other conditions significantly affecting the public health or necessary to protect the public health as set out in Title 26A, Chapter 1, Local Health Departments;

(ii) investigate and control suspected bioterrorism and disease as set out in Sections 26B-7-316 through 26B-7-324;

(iii) respond to a national, state, or local emergency, a public health emergency as defined in Section 26B-7-301, or a declaration by the President of the United States or other federal official requesting public health related activities, including the use, provision, operation, and management of:

(A) an emergency shelter;

(B) housing;

(C) a staging place; or

(D) a medical facility; and

(iv) adopt methods or measures, in accordance with Section 26B-1-202, for health care providers, public health entities, and health care insurers to coordinate among themselves to verify the identity of the individuals they serve.

(3)(a) A governmental entity, its officers, and its employees are immune from suit, and immunity is not waived, for any injury if the injury arises out of or in connection with, or results from:

(i) a latent dangerous or latent defective condition of:

(A) any highway, road, street, alley, crosswalk, sidewalk, culvert, tunnel, bridge, or viaduct; or

(B) another structure located on any of the items listed in this Subsection (3)(a)(i); or

(ii) a latent dangerous or latent defective condition of any public building, structure, dam, reservoir, or other public improvement.

(b)(i) As used in this Subsection (3)(b):

(A) "Contaminated land" means the same as that term is defined in Section 11-58-102.

(B) "Contamination" means the condition of land that results from the placement, disposal, or release of hazardous matter on, in, or under the land, including any seeping or escaping of the hazardous matter from the land.

(C) "Damage" means any property damage, personal injury, or other injury or any

loss of any kind, however denominated.

(D) "Environmentally compliant" means, as applicable, obtaining a certificate of completion from the Department of Environmental Quality under Section 19-8-111 following participation in a voluntary cleanup under Title 19, Chapter 8, Voluntary Cleanup Program, obtaining an administrative letter from the Department of Environmental Quality for a discrete phase of a voluntary cleanup that is conducted under a remedial action plan as defined in Section 11-58-605, or complying with the terms of an environmental covenant, as defined in Section 57-25-102, signed by an agency, as defined in Section 57-25-102, and duly recorded in the office of the recorder of the county in which the contaminated land is located.

(E) "Government owner" means a governmental entity, including an independent entity, as defined in Section 63E-1-102, that acquires an ownership interest in land that was contaminated land before the governmental entity or independent entity acquired an ownership interest in the land.

(F) "Hazardous matter" means hazardous materials, as defined in Section 19-6-302, hazardous substances, as defined in Section 19-6-302, or landfill material, as defined in Section 11-58-102.

(G) "Remediation" means the same as that term is defined in Section 11-58-102.

(ii)(A) A government owner and the government owner's officers and employees are immune from suit, and immunity is not waived, for any claim for damage that arises out of or in connection with, or results from, contamination of contaminated land.

(B) A government owner's ownership of contaminated land may not be the basis of a claim against the government owner for damage that arises out of or in connection with, or results from, contamination of contaminated land.

(iii) Subsection (3)(b)(ii) does not limit or affect:

(A) the liability of a person that placed, disposed of, or released hazardous matter on, in, or under the land; or

(B) a worker compensation claim of an employee of an entity that conducts work on or related to contaminated land.

(iv) Immunity under Subsection (3)(b)(ii)(A) is not affected by a government owner's remediation of contaminated land if the government owner is environmentally compliant.

(4) A governmental entity, its officers, and its employees are immune from suit, and immunity is not waived, for any injury proximately caused by a negligent act or omission of an employee committed within the scope of employment, if the injury arises out of or in connection with, or results from:

(a) the exercise or performance, or the failure to exercise or perform, a discretionary function, whether or not the discretion is abused;

(b) except as provided in Subsections 63G-7-301(2)(j), (3), and (4), assault, battery, false imprisonment, false arrest, malicious prosecution, intentional trespass, abuse of process, libel, slander, deceit, interference with contract rights, infliction of mental anguish, or violation of civil rights;

(c) the issuance, denial, suspension, or revocation of, or the failure or refusal to issue, deny, suspend, or revoke, any permit, license, certificate, approval, order, or similar authorization;

(d) a failure to make an inspection or making an inadequate or negligent inspection;

(e) the institution or prosecution of any judicial or administrative proceeding, even if malicious or without probable cause;

(f) a misrepresentation by an employee whether or not the misrepresentation is negligent or intentional;

(g) a riot, unlawful assembly, public demonstration, mob violence, or civil disturbance;

(h) the collection or assessment of taxes;

(i) an activity of the Utah National Guard;

(j) the incarceration of a person in a state prison, county or city jail, or other place of legal confinement;

(k) a natural condition on publicly owned or controlled land;

(l) a condition existing in connection with an abandoned mine or mining operation;

(m) an activity authorized by the School and Institutional Trust Lands Administration or the Division of Forestry, Fire, and State Lands;

(n) the operation or existence of a trail that is along a water facility, as defined in Section 73-1-8, stream, or river, regardless of ownership or operation of the water facility, stream, or river, if:

(i) the trail is designated under a general plan adopted by a municipality under Section 10-9a-401 or by a county under Section 17-27a-401;

(ii) the trail right-of-way or the right-of-way where the trail is located is open to public use as evidenced by a written agreement between:

(A) the owner or operator of the trail right-of-way or of the right-of-way where the trail is located; and

(B) the municipality or county where the trail is located; and

(iii) the written agreement:

(A) contains a plan for operation and maintenance of the trail; and

(B) provides that an owner or operator of the trail right-of-way or of the right-of-way where the trail is located has, at a minimum, the same level of immunity from suit as the governmental entity in connection with or resulting from the use of the trail;

(o) research or implementation of cloud management or seeding for the clearing of fog;

(p) the management of flood waters, earthquakes, or natural disasters;

(q) the construction, repair, or operation of flood or storm systems;

(r) the operation of an emergency vehicle, while being driven in accordance with the requirements of Section 41-6a-212;

(s) the activity of:

(i) providing emergency medical assistance;

(ii) fighting fire;

(iii) regulating, mitigating, or handling hazardous materials or hazardous wastes;

(iv) an emergency evacuation;

(v) transporting or removing an injured person to a place where emergency medical assistance can be rendered or where the person can be transported by a licensed ambulance service; or

(vi) intervening during a dam emergency;

(t) the exercise or performance, or the failure to exercise or perform, any function pursuant to Title 73, Chapter 10, Board of Water Resources - Division of Water Resources;

(u) an unauthorized access to government records, data, or electronic information systems by any person or entity;

(v) an activity of wildlife, as defined in Section 23A-1-101, that arises during the use of a public or private road;

(w) a communication between employees of one or more law enforcement agencies related to the employment, disciplinary history, character, professional competence, or physical or mental health of a peace officer, or a former, current, or prospective employee of a law enforcement agency, including any communication made in

accordance with Section 53-14-103; or

(x) providing or failing to provide information under Section 53-27-102 or Subsection 41-1a-213(6), (7), or (8), 53-3-207(4), or 53-3-805(5).

(5) The following are immune from suit, and immunity is not waived for an action or failure to act within the scope of duties or employment, if the injury arises out of, in connection with, or results from the implementation of Section 17-16-22 to the extent it addresses evaluating and classifying high risk wildland urban interface property, Section 31A-22-1310, or Title 65A, Chapter 8, Part 4, Wildland Urban Interface Property:

(a) the Division of Forestry, Fire, and State Lands;

(b) an officer, employee, or consultant of the Division of Forestry, Fire, and State Lands;

(c) a county;

(d) a wildland urban interface coordinator, as defined in Section 65A-8-401;

(e) the Insurance Department; or

(f) an officer, employee, or consultant of the Insurance Department.

Section 5. Section **65A-8-203** is amended to read:

65A-8-203 . Cooperative fire protection agreements with eligible entities.

(1) As used in this section:

(a) "Eligible entity" means:

(i) a county, a municipality, or a special service district, special district, or service area with:

(A) wildland fire suppression responsibility as described in Section 11-7-1; and

(B) wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or

(ii) upon approval by the director, a political subdivision established by a county, municipality, special service district, special district, or service area that is responsible for:

(A) providing wildland fire suppression services; and

(B) paying for the cost of wildland fire suppression services.

(b) "Fire service provider" means a public or private entity that fulfills the duties of Subsection 11-7-1(1).

(2)(a) The governing body of any eligible entity may enter into a cooperative agreement with the division to receive financial and wildfire management cooperation and assistance from the division, as described in this part.

(b) A cooperative agreement shall last for a term of no more than five years and be

renewable if the eligible entity continues to meet the requirements of this chapter.

(3)(a) The state shall assume an eligible entity's cost of suppressing catastrophic wildfire as defined in the cooperative agreement if the eligible entity has entered into, and is in full compliance with, a cooperative agreement with the division, as described in this section.

(b) A county or municipality that is not covered by a cooperative agreement with the division, as described in this section, shall be responsible for wildland fire costs within the county or municipality's jurisdiction, as described in Section 65A-8-203.2.

(4) To enter into a cooperative agreement with the division, the eligible entity shall:

[~~(a) if the eligible entity is a county, adopt and enforce on unincorporated land a wildland fire ordinance based upon minimum standards established by the division or Uniform Building Code Commission;~~]

[~~(b)~~] (a) require that the fire department or equivalent fire service provider under contract with, or delegated by, the eligible entity on unincorporated land meet minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards as specified by the division;

[~~(c)~~] (b) invest in prevention, preparedness, and mitigation efforts, as agreed to with the division, that will reduce the eligible entity's risk of catastrophic wildfire;

[~~(d)~~] (c)(i) file with the division an annual accounting of wildfire prevention, preparedness, mitigation actions, and associated costs;

(ii) meet the eligibility entity's participation commitment by making direct payments to the division; or

(iii) do a combination of Subsections [~~(4)(d)(i) and (ii)~~] (4)(c)(i) and (ii);

[~~(e)~~] (d) return the financial statement described in Subsection (6), signed by the chief executive of the eligible entity, to the division on or before the date set by the division;[~~ and~~]

[~~(f)~~] (e) if the eligible entity is a county, have a designated fire warden as described in Section 65A-8-209.1[~~.~~] ;

(f) subject to Subsection (9), adopt and enforce the wildland urban interface building standards, as defined in Section 65A-8-401, if the eligible entity is a:

(i) county for purposes of an unincorporated area within the county; or

(ii) municipality for an incorporated area within a county; and

(g) if the eligible entity is a county, comply with Section 17-16-22.

(5)(a) The state forester may execute a cooperative agreement with the eligible entity.

(b) The division shall make rules, in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, governing the:

(i) cooperative agreements described in this section;

(ii) manner in which an eligible entity shall provide proof of compliance with Subsection (4);

(iii) manner by which the division may revoke a cooperative agreement if an eligible entity ceases to meet the requirements described in this section;

(iv) accounting system for determining suppression costs;

(v) manner in which the division shall determine the eligible entity's participation commitment; and

(vi) manner in which an eligible entity may appeal a division determination.

(6)(a) The division shall send a financial statement to each eligible entity participating in a cooperative agreement that details the eligible entity's participation commitment for the coming fiscal year, including the prevention, preparedness, and mitigation actions agreed to under Subsection (4)[~~(c)~~] (b).

(b) Each eligible entity participating in a cooperative agreement shall:

(i) have the chief executive of the eligible entity sign the financial statement, or the legislative body of the eligible entity approve the financial statement by resolution, confirming the eligible entity's participation for the upcoming year; and

(ii) return the financial statement to the division, on or before a date set by the division.

(c) A financial statement shall be effective for one calendar year, beginning on the date set by the division, as described in Subsection (6)(b).

(7)(a) An eligible entity may revoke a cooperative agreement before the end of the cooperative agreement's term by:

(i) informing the division, in writing, of the eligible entity's intention to revoke the cooperative agreement; or

(ii) failing to sign and return its annual financial statement, as described in Subsection (6)(b), unless the director grants an extension.

(b) An eligible entity may not revoke a cooperative agreement before the end of the term of a signed annual financial statement, as described in Subsection (6)(c).

(8)(a) The division shall develop and maintain a wildfire risk assessment mapping tool that is online and publicly accessible.

(b)[~~(i)~~] The division shall analyze [~~adding an additional high-risk category~~] and

establish by rule, made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, boundaries for high risk wildland urban interface property and what constitutes wildland urban interface property that is not high risk within the wildfire risk assessment mapping tool described in Subsection (8)(a):

[~~(A)~~] (i) using a scientific assessment; and

[~~(B)~~] (ii) that is focused on the risk to dwellings within the wildland[~~-~~] urban interface area.

[~~(ii) The division shall report the results of the division's analysis under this Subsection (8)(b) to the Natural Resources, Agriculture, and Environment Interim Committee by no later than the 2024 November interim meeting of that committee.~~]

(c) With regard to the categories used within the wildfire risk assessment mapping tool described in Subsection (8)(a), the division may adjust the assessment for participation commitments if the adjustment is based on the Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor, in accordance with a formula established by the division by rule made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act.

(9)(a) If the state under Section 15A-2-103 adopts an edition of the Utah Wildland Urban Interface Code, issued by the International Code Council, with the alternatives or amendments approved by the division, as a wildland urban interface building standard that may be adopted by a local compliance agency:

(i) for purposes of an unincorporated area within a county, the county shall adopt and enforce the wildland urban interface building standard described in this Subsection (9)(a); and

(ii) for purposes of an incorporated area within a county, the relevant municipality shall adopt and enforce the wildland urban interface building standard described in this Subsection (9)(a).

(b) If a county or municipality fails to comply with Subsections (4)(f) and (9)(a), the division may choose to not pay costs of the county or municipality under a cooperative agreement executed under this section.

(c)(i) If the state adopts a different wildland urban interface building standard than was previously adopted under Section 15A-2-103, a county or municipality has two years from the date the state adopts the different wildland urban interface

building standard to adopt the appropriate wildland urban interface building standard.

(ii) If a county or municipality fails to adopt the appropriate wildland urban interface building standard within the time period described in Subsection (9)(c)(i), the division may choose to not pay costs of the county or municipality under a cooperative agreement executed under this section beginning two years from the day on which the state adopts the different wildland urban interface building standard and until such time as the county or municipality adopts the appropriate wildland urban interface building standard.

Section 6. Section **65A-8-215** is amended to read:

65A-8-215 . Wildland-urban interface fire prevention, preparedness, and mitigation.

(1) As used in this section:

(a) "Prevention, preparedness, and mitigation fund" means the Wildland-urban Interface Prevention, Preparedness, and Mitigation Fund created in this section.

(b) "Suppression fund" means the Wildland Fire Suppression Fund created in Section 65A-8-204.

(c) "Wildland-urban interface" means the zone where structures and other human development meets, or intermingles with, undeveloped wildland.

(2)(a) There is created an expendable special revenue fund known as the "Wildland-urban Interface Prevention, Preparedness, and Mitigation Fund."

(b) The prevention, preparedness, and mitigation fund shall consist of:

(i) interest and earnings from the investment of money from the prevention, preparedness, and mitigation fund;

(ii) money received as direct payment from cooperative wildfire system participation commitments;

(iii) money appropriated by the Legislature;[~~and~~]

(iv) money transferred to the prevention, preparedness, and mitigation fund under Section 63J-1-314[~~.~~] ; and

(v) fees deposited into the prevention, preparedness, and mitigation fund under Section 17-16-22.

(c) The division shall administer the prevention, preparedness, and mitigation fund to:

(i) pay costs of prevention and preparedness efforts on wildland-urban interface within the state, as defined by the division by rule made in accordance with Title

63G, Chapter 3, Utah Administrative Rulemaking Act, including costs of an eligible entity that has entered into a cooperative agreement, as described in Section 65A-8-203;

(ii) issue fire department assistance grants, which in the aggregate may not exceed 10% of the money in the prevention, preparedness, and mitigation fund each fiscal year; and

(iii) in cases of catastrophic need as determined by the state forester, pay costs that could be paid from the suppression fund under Section 65A-8-204.

(d) Disbursements from the prevention, preparedness, and mitigation fund may only be made upon written order of the state forester or the state forester's authorized representative.

(3)(a) The division may by rule, made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, establish criteria for community wildfire preparedness plans addressing wildland-urban interface. The criteria shall require action that is:

(i) qualitative and quantitative; and

(ii) leads to reduced wildfire risk.

(b) An eligible entity, as defined in Section 65A-8-203, shall agree to implement prevention, preparedness, and mitigation actions identified in a community wildfire preparedness plan addressing wildland-urban interface that is approved by the division.

Section 7. Section **65A-8-401** is enacted to read:

Part 4. Wildland Urban Interface Property

65A-8-401 . Definitions.

As used in this section:

(1) "High risk wildland urban interface property" means property located within the boundary of high risk wildland urban interface as designated by the wildfire risk assessment tool in Subsection 65A-8-203(8)(a) and defined by rule made in accordance with Subsection 65A-8-402(5)(a).

(2) "Triage scale" means a scale with three classifications adopted by the division to evaluate and classify property located within the wildland urban interface as to what actions are needed to prepare the property for fire.

(3) "Wildland urban interface" means the same as that term is defined in Section 65A-8a-102.

(4) "Wildland urban interface building standards" means the edition of the Utah Wildland Urban Interface Code adopted under Section 15A-2-103.

(5) "Wildland urban interface coordinator" means a representative of the division or a county who evaluates and classifies wildland urban interface property in accordance with Section 65A-8-402.

(6) "Wildland urban interface property and casualty insurer" means the same as that term is defined in Section 31A-22-1310.

Section 8. Section **65A-8-402** is enacted to read:

65A-8-402 . Evaluation of wildland urban interface property -- Fee amounts -- Rulemaking.

(1)(a) The division shall establish a program under which a wildland urban interface coordinator evaluates and classifies high risk wildland urban interface property using a triage scale.

(b) The wildland urban interface coordinator shall be:

(i) a representative of the division; or

(ii) if the evaluation and classification is assigned to a county, a representative of the county.

(c) At the beginning of each calendar year, the division shall determine whether to assign evaluation and classification under this section of high risk wildland urban interface property to a county.

(2) After completing the evaluation and classification under this section, the wildland urban interface coordinator shall inform a property owner of property described in Subsection (1)(a) of:

(a) the classification assigned to the property described in Subsection (1)(a) under the triage scale;

(b) the fee the property owner shall pay under Section 17-16-22; and

(c) resources from the division or county that the property owner may access to bring the property described in Subsection (1)(a) to the first or second classification by applying wildland urban interface building standards.

(3) As part of the program established under this section, the division:

(a) may provide resources to a property owner described in Subsection (2)(b) to facilitate the property owner bringing the property described in Subsection (1)(a) to the first or second classification under the triage scale; and

(b) beginning on January 1, 2028, shall develop and maintain a database that may be

accessed by a wildland urban interface property and casualty insurer to learn the classification under the triage scale for any portion of high risk wildland urban interface property to be covered by the wildland urban interface property and casualty insurer.

(4)(a) The division shall annually set a fee amount that is based on the square footage of a structure within the high risk wildland urban interface to pay for the costs associated with the implementation of this part to be assessed and collected by a county in accordance with Section 17-16-22.

(b) The division may tier the fee amount to account for what level on the triage scale a property is assigned by a wildland urban interface coordinator.

(5) The division may make rules, in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, to:

(a) define high risk wildland urban interface property and wildland urban interface property that is not high risk as provided in Subsection 65A-8-203(8)(b);

(b) establish the criteria used to evaluate and classify property located within high risk wildland urban interface property;

(c) create a process by which the division and counties communicate classifications assigned to property described in Subsection (1)(a);

(d) create a process for communicating to a property owner the information described in Subsection (2);

(e) establish how the division may provide resources under Subsection (3);

(f) create a process for a wildland urban interface property and casualty insurer to learn the classification described in Subsection (3)(b); and

(g) establish how the fee amount described in Subsection (4) is set.

Section 9. Section **65A-8-403** is enacted to read:

65A-8-403 . Liability.

This part does not create a cause of action against the state, the division, an officer, employee, or consultant of the division, a county, or a wildland urban interface coordinator for an act or failure to act under this part and does not waive governmental immunity in accordance with Subsection 63G-7-201(5).

Section 10. **Effective Date.**

This bill takes effect on January 1, 2026.

H.B. 48 “Wildland Urban Interface Modifications”

Summary for Counties & Municipalities

UTAH DNR
FORESTRY, FIRE & STATE LANDS

H.B. 48’s primary intent is to reduce the risk of wildfire spreading to and from structures in the wildland urban interface (WUI). The bulk of the bill targets individual lot assessments in the High-Risk WUI area that provide homeowner education to reduce risk and set triage levels for properties.

LOT ASSESSMENTS

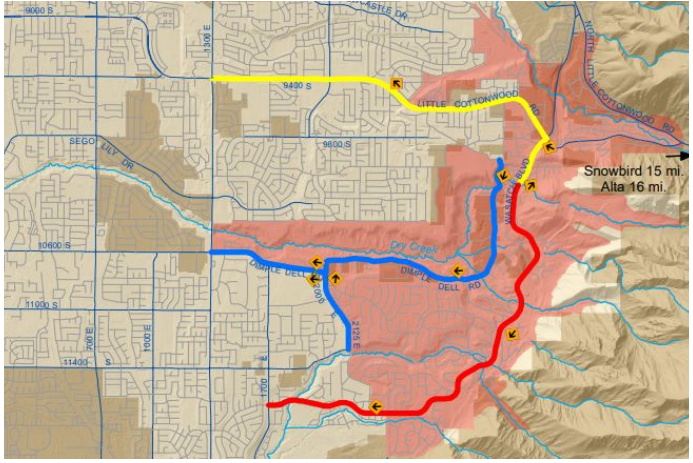
- FFSL is tasked with creating a program that “evaluates and classifies high risk wildland urban interface property using a triage scale” (65A-8-402).
- This work will be coordinated by FFSL and may be assigned to a county by agreement.
- All structures in the High-Risk WUI will initially be set at the highest classification level, until a lot assessment determines they qualify for a lower classification level.
- Property owners in lower classification levels must annually certify that they still meet the requirements.
- At least every five years, homeowners must submit evidence of compliance to stay at their classification level.
- Lot assessments will be prioritized at the county level
- *This bill does not mandate county, municipal or fire district involvement in lot assessments, but FFSL or the county may request support via agreement.*

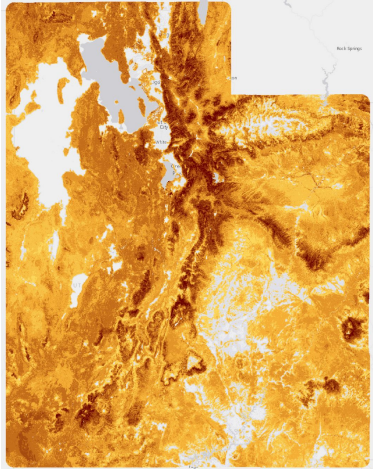
FEES

- Property owners within the High-Risk WUI boundary will be assessed a fee based on the square footage of the structure.
- Fee amounts will be determined annually by FFSL, based on the costs of implementing the program.
- The fee will be collected by the county.
- The fees will vary by classification level, e.g. a property owner who’s met the requirements for defensible space and home hardening will be assigned a lower classification level and pay a reduced fee amount.
- The county will keep a portion of the fees needed to cover their implementation costs, determined by agreement, with the remainder passed on to FFSL to cover their implementation costs.
- *The bill does not allow for municipal or fire district fee collection.*

WUI COORDINATORS (assessors)

- FFSL is creating uniform guidelines for certifying lot assessors throughout Utah.
- Assessments performed under this program will all use the same software tools and methodology.
- Any assessments completed prior to this program will not qualify.
- Due to the vast amount of assessments needed, FFSL seeks to leverage technology and AI as a means to streamline the process.





WUI Mapping

- Counties and Municipalities are required to adopt and enforce Utah's WUI code by **January 1, 2026**.
- The WUI code are local construction and property regulations intended to reduce the risk of wildfire by prevention wildfire spreading to structures and vice versa.
- Like all codes, the local jurisdiction must specify where the WUI code will apply by creating a boundary map.
- The WUI boundary map is developed by the local jurisdiction, in consultation with FFSL, relying on local knowledge of wildfire risk to the community.
- This map should encompass any area at risk for wildfire threatening structures, including potential new development areas.

VS.

High-Risk WUI Mapping

- FFSL is required to create a High-Risk WUI boundary map.
- Structures within this boundary will be assessed a fee, based on their classification level.
- The High-Risk WUI map is created utilizing advanced wildfire risk modeling software, and is not directly associated with the local broader WUI map.
- FFSL is creating brand new more accurate maps to with updated fuelscape modeling.
- Once the draft mapping is complete (expected October 2025), FFSL will collaborate with local wildfire partners to ensure the highest degree of accuracy.
- Property insurance carriers must use this High-Risk WUI Map when evaluating wildfire risk.

Municipal Responsibility

- Adopt and enforce the WUI Code (requires creating a WUI boundary map)
- May perform lot assessments per agreement

County Responsibility

- Adopt and enforce the WUI Code (requires creating a WUI boundary map)
- Collect the High-Risk WUI fees
- May perform lot assessments per agreement

FFSL Responsibility

- Create a High-Risk WUI boundary map
- Assess fees for property owners within the high risk WUI
- Set lot assessment standards, provide training, and certify lot assessors statewide
- Write administrative rules
- Hire staff to support and perform lot assessments
- Build software tools that integrate:
  - Lot assessment surveys on the ground
  - Database of assessment results
  - Sharing the correct data with property owners, insurance carriers, and the counties

Understanding WUI Zone vs. Forestry, Fire and State Lands's High-Risk WUI Boundary

1. What is a Wildland-urban Interface (WUI) Zone?[1]

WUI Zone is defined in Utah code as: The line, area or zone where structures or other human development (including critical infrastructure that if destroyed would result in hardship to communities) meet or intermingle with undeveloped wildland or vegetative fuel.

Declaring WUI Zones is required by the Utah WUI Code in Chapter 3. This is where the WUI Code is applicable and enforceable by Authority Having Jurisdiction (AHJ).Typically designed by the local agency and determined by analyzing findings of fact like distance to wildlands, presence and density of flammable vegetation, weather, slope, road access, density of structures etc.-

- Forestry, Fire and State Land (FFSL) recommendations for developing your WUI Zone
    - Review risk levels and map layers in the "Themes" section of Utah's Wildfire Risk Assessment Portal (UWRAP)
        - Theme layers include: Wildfire Hazard Potential, Risk to Drinking Watershed and Population, Burn Probability, Damage Potential, Structure Exposure Score (SES), Conditional Risk to Potential Structures, and Risk to Potential Structures
    - UWRAP Structure Exposure Score (SES) theme layer where the SES is categorized as 5 or higher is recommended to reference when determining a WUI Zone.
        - SES score takes into account burn probability, damage potential and includes ember loading.

2. What is FFSL's High-Risk WUI Boundary?

The Division of Forestry, Fire & State Land's (FFSL) high-risk WUI boundary specifically identifies WUI areas that present an elevated risk of wildfire. This high-risk boundary is a more refined assessment and is determined by:

- Areas where there is an SES of 7+ combined with structure density and refined by local subject matter experts, as determined by the division.

Identifying the high-risk WUI boundary is required of the division by 2025's House Bill 48. Properties with structures within the high-risk WUI boundary will be assessed an annual fee and encouraged to have a certified WUI lot assessment. These assessments identify ways in which the property owner can reduce their wildfire risk through improving their defensible space and ignition resistant construction.

3. Why are these distinctions important?

- A WUI zone is created by the AHJ where the WUI Code is applicable and enforceable.
- The High-Risk WUI boundary is created by the state, determining where properties with structures will be classified and assessed a fee.

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[1]AHJ's have their own criteria and methodologies for defining their WUI Zones, which can lead to variations in mapping.

Key Differences

	WUI Zone	**High-Risk WUI Boundary**
Owner	Authority Having Jurisdiction (AHJ), i.e. Counties & Municipalities	Utah DNR, Division of Forestry, Fire and State Lands (FFSL)
Purpose	WUI code applies and is enforceable within this zone. ● Enforcement of building standards found in the currently adopted Utah Wildland Urban Interface Code.	High-Risk WUI property classifications and fee applies. ● Properties with structures will be assessed a state fee. ● Lot assessments will provide property owner education on their individual wildfire risk and classification level. ● Insurance companies are required to utilize this boundary to identify high-risk WUI.
Criteria for Zone/Boundary Line	Determined by the local AHJ. Collaborate with FFSL, who recommends SES 5+ as a starting point.	Determined by FFSL using wildfire risk layer themes including, but not limited to, SES 7+ and Structure Density and refined by local subject matter experts.
Impact to Property Owner	New construction will comply with all the requirements in the Utah WUI Code. Existing construction will comply with the defensible space requirements in the Utah WUI Code.	Property owners will be assessed a fee based on the square footage of taxable structures on their property. Fees may be adjusted according to the classification level assigned.
Impact to AHJ	**County:** Must determine WUI Zone, adopt and enforce the Utah WUI Code. **Municipality:** Must determine WUI Zone, adopt and enforce the Utah WUI Code. **Fire Departments:** May assist in determination of WUI Zone.	**County:** Collect fees. ● They may retain a portion of the fees needed to cover their implementation costs. **AHJ:** May assist FFSL with lot assessments.

*WUI - Wildland-urban Interface, SES - Structure Exposure Score.

Report Criteria:
Includes all accounts
Includes grand totals

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
GENERAL FUND					
10-2311	UNEARNED REVENUE-ASSESSED	710,339.00-	.00	710,339.00-	.00
TAXES					
10-31-10	PROPERTY TAXES	9,450.26	920,000.00	22,863.95	975,000.00
10-31-11	PRIOR YEARS PROPERTY TAXES	5,740.91	40,000.00	8,788.79	40,000.00
10-31-15	PROPERTY TAX - FEES IN LIEU	21,931.96	56,000.00	24,588.46	50,000.00
10-31-30	SALES TAXES	407,765.94	1,590,000.00	358,713.45	1,600,000.00
10-31-31	SALES TAXES (RESORT)	370,352.20	1,350,000.00	262,344.76	1,350,000.00
10-31-32	Municipal Transient Room Tax	91,801.76	320,000.00	87,030.22	330,000.00
10-31-33	Municipal Energy Tax	112,239.24	325,000.00	82,880.12	320,000.00
10-31-70	MOBILE PHONE SVC. REVENUE TAX	9,520.96	40,000.00	8,989.45	40,000.00
10-31-80	FRANCHISE TAXES	.00	2,000.00	.00	2,000.00
Total TAXES:		1,028,803.23	4,643,000.00	856,199.20	4,707,000.00
LICENSES AND PERMITS					
10-32-10	BUSINESS LICENSES	5,785.00	45,000.00	6,856.84	50,000.00
10-32-21	BUILDING PERMITS	139,145.17	375,000.00	32,836.62	300,000.00
10-32-22	ENGINEERING REVIEW FEE	600.00	13,500.00	1,650.00	20,000.00
10-32-25	DOG LICENSES & POUND FEES	235.00	2,500.00	385.00	3,000.00
Total LICENSES AND PERMITS:		145,765.17	436,000.00	41,728.46	373,000.00
INTERGOVERNMENTAL REVENUES					
10-33-31	STATE - AIRPORT	.00	.00	.00	.00
10-33-33	COUNTY GRANT - POLICE OVERTIME	.00	.00	.00	.00
10-33-38	COLOR COUNTRY GRANT - TRAILS	.00	.00	.00	.00
10-33-39	STATE GRANT - TRAILS CONST.	.00	.00	.00	.00
10-33-40	STATE GRANT - UDOT SIDEWALK	.00	.00	.00	.00
10-33-41	STATE GRANT-FIRESTATION SDWALK	.00	.00	.00	.00
10-33-42	ST GRANT (HERIT COMM & OMS)	.00	15,000.00	6,255.00	.00
10-33-43	STATE GRANT - C.E.R.T.	.00	.00	.00	.00
10-33-44	STATE GRANT - FIRE DEPT.	.00	9,750.00	.00	.00
10-33-45	STATE GRANT - UT ARTS COUNCIL	.00	.00	.00	.00
10-33-46	STATE GRANT - CDBG MESA HILLS	.00	.00	.00	.00
10-33-47	ST GRANT - UT STATE LIBRARY	1,134.82	6,300.00	1,550.01	.00
10-33-48	STATE GRANT - COMM. FORESTRY	.00	.00	.00	.00
10-33-49	STATE GRANT - POLICE DEPT	2,318.63	8,200.00	.00	.00
10-33-53	FEDERAL GRANT - BLM TRAILS	.00	.00	.00	.00
10-33-54	FEDERAL GRANT	.00	.00	.00	.00
10-33-55	FEDERAL GRANT - FAA AIRPORT	.00	.00	.00	.00
10-33-56	CLASS "C" ROAD FUND ALLOTMENT	.00	.00	.00	.00
10-33-58	STATE LIQUOR FUND	.00	15,000.00	.00	15,000.00
10-33-59	STATE AVIATION FUEL TAX	128.49	500.00	1,401.43	500.00
10-33-67	STATE LOAN - CIB (TEA 21 PJCT)	.00	.00	.00	.00
Total INTERGOVERNMENTAL REVENUES:		3,581.94	54,750.00	9,206.44	15,500.00
CHARGES FOR SERVICES					
10-34-09	LIBRARY DONATIONS	.00	2,500.00	39.00	1,000.00
10-34-11	FIRE DEPARTMENT FEES RECEIVED	627.00	490,000.00	.00	800,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-34-13	ZONING & SUBDIVISION FEES	20,548.55	63,000.00	12,712.50	40,000.00
10-34-14	CEMETERY LOT SALES	1,100.00	7,500.00	4,000.00	10,000.00
10-34-15	CEMETERY OPEN & CLOSE	15,900.00	25,000.00	1,400.00	10,000.00
10-34-16	CEMETERY UPKEEP FEES	.00	.00	.00	.00
10-34-17	PAPER SERVICE	.00	.00	.00	.00
10-34-18	CEMETERY MONUMENT SALES	1,125.00	.00	.00	.00
10-34-30	SPEC. SVC. DIST. BILLING FEES	8,331.20	20,000.00	5,060.40	20,000.00
10-34-41	FIRE INSPECTIONS	1,000.00	6,000.00	950.00	1,000.00
10-34-80	PARK FUND	2,315.00	6,000.00	1,430.00	5,000.00
Total CHARGES FOR SERVICES:		50,946.75	620,000.00	25,591.90	887,000.00
FINES & FORFEITURES					
10-35-10	DISTRICT COUR FINES	.00	.00	.00	.00
10-35-11	J.P. COURT FINES	12,996.72	45,000.00	5,181.91	30,000.00
10-35-15	LIBRARY FINES & FEES	882.00	15,000.00	769.40	15,000.00
Total FINES & FORFEITURES:		13,878.72	60,000.00	5,951.31	45,000.00
MISCELLANEOUS					
10-36-10	INTEREST INCOME	141,001.88	500,000.00	100,285.01	300,000.00
10-36-11	INT. EARNED- CLASS C ROAD FUND	.00	.00	.00	.00
10-36-20	RENTS & LEASES - BLDGS & GRNDS	13,343.00	30,000.00	7,883.00	.00
10-36-50	AIRPORT FUEL SALES	47,806.24	150,000.00	92,003.98	.00
10-36-52	AIRPORT FEES	.00	.00	.00	.00
10-36-53	HERITAGE MUSEUM DONATIONS	579.37	.00	279.00	.00
10-36-54	CREDIT CARD CASH BACK	1,392.81	5,000.00	1,098.90	.00
10-36-55	HERITAGE BATHROOM DONATIONS	.00	.00	.00	.00
10-36-70	BANK ACCOUNT TRANSFER ACCT.	4,000.00	.00	46,419.55	.00
10-36-80	DONATIONS	.00	.00	.00	.00
10-36-89	Glazier home Rental	.00	.00	.00	.00
10-36-90	SUNDRY REVENUE	5,751.82	20,000.00	5,285.34	30,000.00
10-36-91	ARPA	.00	.00	.00	.00
10-36-95	ON-LINE CONVENIENCE FEES	1,455.00	4,500.00	1,461.00	5,000.00
Total MISCELLANEOUS:		215,330.12	709,500.00	254,715.78	335,000.00
CONTRIBUTIONS & TRANSFERS					
10-38-06	WATER & SEWER FUND LOAN	.00	.00	.00	.00
10-38-10	TRANSFERS FROM OTHER FUNDS	.00	20,000.00	.00	.00
10-38-11	TRANFSERS FROM EQUIP. REPLACE	.00	.00	.00	.00
10-38-12	TRANSFERS FROM PERPETUAL CARE	.00	.00	.00	.00
10-38-70	CONTRIBUTIONS - SWIMMING POOL	.00	.00	.00	.00
10-38-72	CONTRIBUTIONS - VARIETY ARTS	1,000.00	2,500.00	1,100.00	.00
10-38-73	CONTIRBUTIONS - JUNIPER ROOM	.00	.00	.00	.00
10-38-74	CONTRIBUTIONS - HERITAGE HOUSE	1,470.51	7,000.00	2,733.00	.00
10-38-76	CONTRIBUTIONS - LIBRARY FRIEND	.00	.00	.00	.00
10-38-78	CONTRIBUTIONS - ANIMAL POUND	.00	.00	.00	.00
10-38-79	CONTRIBUTIONS - PARK	.00	.00	.00	.00
10-38-80	FIRE DEPT CONTRIBUTIONS	.00	.00	.00	.00
10-38-84	TRANSFER FROM RECREATION FUND	.00	.00	.00	.00
10-38-86	TRANSFERS FROM IMPACT FEE FD	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-38-90	BEG FD BAL TO APPROP - GEN FD	.00	.00	.00	.00
10-38-92	BEG FD BAL TO APPROP - CLASS C	.00	.00	.00	.00
10-38-93	BEG FD BAL TO APPROP - EQUIP R	.00	.00	.00	.00
Total CONTRIBUTIONS & TRANSFERS:		2,470.51	29,500.00	3,833.00	.00
ADMINISTRATIVE					
10-41-11	SALARIES	30,003.70	125,000.00	28,937.21	130,000.00
10-41-13	EMPLOYEE BENEFITS	17,369.02	72,000.00	17,829.57	80,000.00
10-41-15	SALARY (COUNCILMEMBERS)	5,454.00	36,500.00	9,054.00	36,500.00
10-41-21	SUBSCRIPTION & MEMBERSHIPS	.00	2,500.00	.00	2,500.00
10-41-23	TRAVEL & TRAINING	206.50	6,000.00	1,625.20	7,500.00
10-41-24	OFFICE EXPENSE & SUPPLIES	15,543.27	75,000.00	18,842.87	70,000.00
10-41-25	AUTO EXPENSE	.00	2,500.00	.00	2,500.00
10-41-27	Utilities	1,727.43	8,500.00	1,693.17	14,000.00
10-41-31	ATTORNEY SERVICES - URMMA	.00	15,000.00	.00	15,000.00
10-41-32	AUDIT FEES	.00	35,000.00	.00	35,000.00
10-41-33	ENGINEERING FEES	.00	10,000.00	.00	10,000.00
10-41-35	COMPUTER MAINTENANCE CONTRAC	477.56	16,000.00	477.56	15,000.00
10-41-50	INSURANCE & SURETY BONDS	2,848.65	15,000.00	5,963.84	15,000.00
10-41-54	DONATIONS	.00	.00	.00	.00
10-41-55	SPECIAL EVENTS - DONATIONS	.00	.00	.00	.00
10-41-59	MANPOWER STUDY	.00	.00	.00	.00
10-41-60	ELECTION EXPENSE	.00	.00	.00	5,000.00
10-41-61	COUNCIL EXPENSES	1,319.11	5,000.00	.00	10,000.00
10-41-64	SUNDRY (CAFETERIA PLAN)	.00	.00	.00	.00
10-41-65	SICK LEAVE REIMBURSEMENT FUND	.00	.00	.00	.00
10-41-69	EQUIP. REPLACEMNT FUND DEPOSIT	.00	.00	.00	.00
10-41-70	CAPITAL OUTLAY	.00	.00	.00	.00
10-41-99	Cares Act	.00	.00	.00	.00
Total ADMINISTRATIVE:		74,949.24	424,000.00	84,423.42	448,000.00
JUDICIAL					
10-42-11	SALARIES	.00	.00	.00	.00
10-42-13	EMPLOYEE BENEFITS	.00	.00	.00	.00
10-42-23	TRAVEL & TRAINING	.00	.00	.00	.00
10-42-24	OFFICE EXPENSE & SUPPLIES	.00	.00	.00	.00
10-42-27	UTILITIES	.00	.00	.00	.00
10-42-29	RENT EXPENSE	.00	.00	.00	.00
10-42-35	COMPUTER MAINTENANCE CONTRAC	.00	.00	.00	.00
10-42-62	WITNESS & JURY FEES	.00	.00	.00	.00
10-42-63	PUBLIC DEFENDER FEES	3,000.00	20,000.00	4,500.00	20,000.00
10-42-70	CAPITAL OUTLAY	.00	.00	.00	.00
10-42-80	Prisoner Transport	.00	.00	.00	.00
10-42-99	JUDICIAL DEPARTMENT	.00	.00	.00	.00
Total JUDICIAL:		3,000.00	20,000.00	4,500.00	20,000.00
CITY ATTORNEY					
10-43-11	SALARIES	11,205.60	50,000.00	15,548.75	53,000.00
10-43-12	PART TIME SALARIES	1,700.28	15,000.00	2,922.16	22,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-43-13	EMPLOYEE BENEFITS	5,562.26	30,000.00	6,061.85	32,000.00
10-43-23	TRAVEL & TRAINING	375.00	4,000.00	686.79	5,000.00
10-43-24	OFFICE EXPENSE & SUPPLIES	853.06	10,000.00	758.73	10,000.00
10-43-27	UTILITIES	.00	.00	.00	.00
10-43-29	RENT EXPENSE	.00	.00	.00	.00
10-43-31	ATTORNEY SERVICES	.00	.00	.00	.00
10-43-70	PLANNING EXP. - LAND USE ORD.	.00	.00	.00	.00
10-43-99	CITY ATTORNEY DEPARTMENT	.00	.00	.00	.00
Total CITY ATTORNEY:		19,696.20	109,000.00	25,978.28	122,000.00
GENERAL GOVERNMENT BUILDINGS					
10-44-99	GOVERNMENT BUILDINGS DEPART.	.00	.00	.00	.00
Total GENERAL GOVERNMENT BUILDINGS:		.00	.00	.00	.00
PLANNING COMM & BOARD OF ADJ.					
10-45-12	SALARIES (ZONING ADMIN.) PART	17,841.60	75,000.00	18,816.00	70,000.00
10-45-13	EMPLOYEE BENEFITS	10,917.96	45,000.00	11,006.34	48,000.00
10-45-14	CONTRACT SERVICES - PLANNER	.00	500.00	.00	5,000.00
10-45-23	TRAVEL & TRAINING	.00	5,000.00	.00	5,500.00
10-45-24	OFFICE EXPENSE & SUPPLIES	6,015.99	10,500.00	1,482.51	15,000.00
10-45-33	ENGINEERING FEES	5,780.48	70,000.00	3,504.57	50,000.00
10-45-34	ENGR. FEES - CAP. FACILITIES	.00	.00	.00	.00
10-45-63	PLANNING EXP. - BLM BUILDING	.00	.00	.00	.00
10-45-64	PLANNING EXP. - GIS PARCELING	.00	.00	.00	.00
10-45-65	PLANNING EXP- GIS MAPPING	.00	.00	.00	.00
10-45-66	PLANNING EXP. - DANNY MASON	.00	.00	.00	.00
10-45-67	PLANNING EXP. - SENSITIVE LAND	.00	.00	.00	.00
10-45-68	PLANNING EXP. -SUBDIVISION ORD	.00	.00	.00	.00
10-45-69	PLANNING EXP- UPGRADE GEN PLAN	.00	.00	.00	.00
10-45-99	PLANNING COMMISSION DEPARTMEN	.00	.00	.00	.00
Total PLANNING COMM & BOARD OF ADJ.:		40,556.03	206,000.00	34,809.42	193,500.00
GENERAL GOVERNMENT BUILDINGS					
10-46-20	MAINTENANCE (BUILDINGS)	3,464.95	15,000.00	2,510.39	25,000.00
10-46-22	KANAB CITY BUILDING AUTHORITY	.00	3,000.00	.00	3,000.00
10-46-25	MULTI-PURPOSE ROOM MAINT	.00	11,000.00	.00	.00
10-46-29	RENTS & LEASES (BUILDINGS)	.00	.00	.00	.00
Total GENERAL GOVERNMENT BUILDINGS:		3,464.95	29,000.00	2,510.39	28,000.00
Grant Expenditures					
10-47-10	Library Grant Expenditure	.00	.00	.00	.00
Total Grant Expenditures:		.00	.00	.00	.00
POLICE DEPARTMENT					
10-54-11	SALARIES	161,299.90	770,000.00	160,627.11	815,000.00
10-54-13	EMPLOYEE BENEFITS	111,564.27	525,000.00	112,964.18	558,000.00
10-54-14	LIQUOR LAW	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-54-15	WAGES - DRUG TASK FORCE OFFICE	.00	.00	.00	.00
10-54-16	WAGES (RESERVE OFFICERS)	.00	5,000.00	660.00	3,000.00
10-54-17	WAGES (Overtime)	1,826.64	12,000.00	3,264.63	10,000.00
10-54-19	WAGES (CROSSING GUARD)	.00	7,500.00	2,818.00	7,500.00
10-54-21	SUBSCRIPTION & MEMBERSHIPS	50.00	3,000.00	1,425.00	3,000.00
10-54-23	TRAVEL & TRAINING	3,944.33	25,000.00	7,905.08	12,000.00
10-54-24	OFFICE EXPENSE & SUPPLIES	9,905.73	37,000.00	19,914.99	25,000.00
10-54-25	AUTO EXPENSE	3,283.25	30,000.00	4,320.75	30,000.00
10-54-27	UTILITIES	1,613.51	12,000.00	1,620.53	12,000.00
10-54-29	RENT EXPENSE (OFFICE)	.00	.00	.00	.00
10-54-35	COMPUTER MAINTENANCE CONTRAC	152.72	6,000.00	22,435.72	25,000.00
10-54-37	JAIL DAYS	.00	.00	.00	.00
10-54-45	DEPARTMENT SUPPLIES	10,636.02	80,000.00	25,572.35	50,000.00
10-54-51	INSURANCE (LINE OF DUTY)	.00	.00	.00	.00
10-54-52	INSURANCE (OFF DUTY AUTO)	5,290.35	10,000.00	8,819.48	12,000.00
10-54-55	TASK FORCE OFFICE EXPENSES	14,499.99	58,000.00	.00	58,000.00
10-54-65	SUNDRY (JAIL EXPENSES)	.00	.00	.00	.00
10-54-66	Animal Control Salary	.00	.00	.00	.00
10-54-67	ANIMAL CONTROL	2,233.53	8,000.00	38.99	5,000.00
10-54-68	ANIMAL CONTROL - MADDIE FUND	.00	.00	.00	.00
10-54-69	Animal Control Employee Benfit	.00	.00	.00	.00
10-54-70	OPERATING LEASE PAYMENT	.00	.00	.00	.00
10-54-74	CAPITAL OUTLAY	.00	25,000.00	406.62	.00
10-54-75	CAPITAL OUTLAY (ANIMAL POUND)	.00	.00	.00	.00
10-54-76	CAPITAL OUTLAY - COMP. UPDATE	.00	.00	.00	.00
10-54-99	Police Department Vehicles	.00	25,000.00	.00	75,000.00
Total POLICE DEPARTMENT:		326,300.24	1,638,500.00	372,793.43	1,700,500.00
FIRE DEPARTMENT					
10-58-11	SALARIES	163,677.75	725,000.00	168,528.68	750,000.00
10-58-12	FIRE OVERTIME	10,254.27	70,000.00	18,562.01	75,000.00
10-58-13	EMPLOYEE BENEFITS	109,959.73	470,000.00	118,141.96	500,000.00
10-58-20	MAINTENANCE (RESCUE TRUCK)	22.88	.00	.00	.00
10-58-23	TRAVEL & TRAINING	3,341.95	11,000.00	513.91	11,000.00
10-58-24	OFFICE EXPENSE & SUPPLIES	2,165.14	14,000.00	5,294.93	15,000.00
10-58-25	AUTO EXPENSE	20,132.10	32,000.00	3,865.56	53,000.00
10-58-26	EQUIP. SUPPLIES & MAINTENANCE	6,890.80	60,000.00	5,330.55	53,000.00
10-58-27	UTILITIES	2,277.78	17,500.00	3,128.75	20,000.00
10-58-35	COMPUTER MAINTENANCE	.00	3,000.00	.00	4,000.00
10-58-38	VOLUNTEER SERVICES	.00	15,000.00	650.00	10,000.00
10-58-50	INSURANCE & SURITY BONDS	13,487.25	17,000.00	15,122.40	16,000.00
10-58-64	SUNDRY (FIRE STATION REPAIR)	.00	.00	.00	.00
10-58-70	CAPITAL OUTLAY	.00	.00	.00	.00
10-58-99	FIRE DEPARTMENT Vehicles	.00	.00	.00	.00
Total FIRE DEPARTMENT:		332,209.65	1,434,500.00	339,138.75	1,507,000.00
FIRE DEPARTMENT					
10-59-11	SALARIES	34,493.04	170,000.00	37,697.94	185,000.00
10-59-13	EMPLOYEE BENEFITS	20,604.66	90,000.00	18,471.38	95,000.00
10-59-23	TRAVEL & TRAINING	1,294.99	10,000.00	.00	10,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-59-24	OFFICE EXPENSE & SUPPLIES	1,653.88	5,000.00	823.35	5,000.00
10-59-25	AUTO EXPENSE	291.75	5,000.00	700.34	2,000.00
10-59-26	EQUIP. SUPPLIES & MAINTENANCE	.00	3,000.00	18.99	3,000.00
10-59-27	UTILITIES	.00	.00	.00	.00
10-59-29	RENT EXPENSE	.00	.00	.00	.00
10-59-33	PROFESSIONAL FEES - PLAN CHECK	16,100.26	100,000.00	7,519.50	70,000.00
10-59-64	SUNDRY (PAYMENTS TO STATE)	379.00	5,000.00	.00	5,000.00
10-59-70	CAPITAL OUTLAY	.00	32,000.00	.00	.00
10-59-99	BUILDING INSPECTION DEPT.	.00	.00	.00	.00
Total FIRE DEPARTMENT:		74,817.58	420,000.00	65,231.50	375,000.00
STREETS					
10-60-11	SALARIES	14,677.50	85,000.00	14,543.10	91,000.00
10-60-12	SALARIES (PART TIME)	.00	.00	.00	.00
10-60-13	EMPLOYEE BENEFITS	10,618.76	57,000.00	10,537.78	61,000.00
10-60-23	TRAVEL & TRAINING	.00	5,000.00	.00	2,000.00
10-60-24	OFFICE EXPENCE & SUPPLIES	.00	6,000.00	90.00	6,000.00
10-60-25	AUTO EXPENSE	7,268.31	10,000.00	.00	10,000.00
10-60-26	EQUIP. SUPPLIES & MAINTENANCE	501.75	40,000.00	2,064.56	25,000.00
10-60-33	ENGINEERING FEES	.00	8,000.00	133.00	.00
10-60-41	SAFE SIDEWALK GRANT EXP.	.00	.00	.00	.00
10-60-42	CLASS "C" ROADS (SIDEWALK REP)	1,209.97	.00	.00	.00
10-60-44	CLASS "C" ROADS (PROJECTS)	516.13	.00	.00	.00
10-60-46	TRANS TO DEBT SVC. - YARD	.00	.00	.00	.00
10-60-65	SUNDRY (STREET LIGHT UTILITY)	27,082.31	.00	.00	.00
10-60-70	CAPITAL OUTLAY (EQUIPMENT)	.00	.00	.00	.00
10-60-71	CAPITAL OUTLAY (SIDEWALK PJCT)	.00	.00	2,407.00	.00
10-60-72	CAPITAL OUTLAY (TRAFFIC LIGHT)	.00	.00	.00	.00
10-60-73	CAPITAL OUTLAY (FLOOD CONT)	.00	.00	.00	.00
10-60-74	CAPITAL OUTLAY (CHIP SEAL)	31,250.38	.00	.00	.00
10-60-75	CAPITAL OUTLAY (TEA 21 PROJECT	.00	.00	.00	.00
10-60-76	CAPITAL OUTLAY	.00	.00	.00	.00
10-60-77	CAPITAL OUTLAY - KANAB CREEK B	.00	.00	.00	.00
10-60-95	TRANSFERS TO KCR BRIDGE REPLAC	.00	.00	.00	.00
10-60-96	TRANSFER CLASS C TO DEBT SVC	.00	.00	.00	.00
10-60-99	HIGHWAYS & STREETS DEPT.	.00	.00	.00	.00
Total STREETS:		93,125.11	211,000.00	29,775.44	195,000.00
GOLF COURSE					
10-61-27	UTILITIES	.00	.00	.00	.00
Total GOLF COURSE:		.00	.00	.00	.00
AIRPORT					
10-62-11	SALARIES	20,948.80	110,000.00	28,420.40	115,000.00
10-62-12	SALARIES (PART TIME)	.00	.00	.00	.00
10-62-13	EMPLOYEE BENEFITS	11,503.43	63,000.00	20,930.39	70,000.00
10-62-14	FUEL SALES COMMISSIONS PAID	.00	5,000.00	.00	5,000.00
10-62-23	TRAVEL & TRAINING	.00	.00	576.64	5,000.00
10-62-24	OFFICE EXPENCE & SUPPLIES	153.45	5,500.00	1,953.98	5,500.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-62-26	EQUIP. SUPPLIES & MAINTENANCE	6,515.06	30,000.00	4,907.53	25,000.00
10-62-27	UTILITIES	3,102.17	16,000.00	2,845.98	18,000.00
10-62-50	INSURANCE & SURITY BOND	2,441.70	12,000.00	3,239.76	12,000.00
10-62-65	SUNDRY (FUEL PURCHASES)	37,692.73	150,000.00	48,272.19	.00
10-62-68	MAINTENANCE (AWOS)	.00	9,000.00	.00	8,500.00
10-62-69	CAPITAL OUTLAY (SEAL COAT PJCT	.00	.00	.00	.00
10-62-70	CAPITAL OUTLAY	.00	.00	.00	.00
10-62-71	CAPITAL OUTLAY-(AIRPORT LIGHT	.00	.00	.00	.00
10-62-99	AIRPORT DEPARTMENT	.00	.00	.00	.00
Total AIRPORT:		82,357.34	400,500.00	111,146.87	264,000.00
PARKS					
10-64-11	SALARIES	50,342.00	203,000.00	43,593.23	216,000.00
10-64-12	SALARIES (PART TIME)	.00	30,000.00	11,477.01	30,000.00
10-64-13	EMPLOYEE BENEFITS	34,063.80	148,000.00	32,236.82	157,000.00
10-64-14	RECREATION DIRECTOR	.00	.00	.00	.00
10-64-23	TRAVEL & TRAINING	.00	5,000.00	.00	5,000.00
10-64-25	AUTO EXPENSE	3,302.35	20,000.00	3,231.44	15,000.00
10-64-26	EQUIP. SUPPLIES & MAINTENANCE	33,279.12	80,000.00	20,569.43	80,000.00
10-64-27	UTILITIES	42,692.60	100,000.00	37,405.88	100,000.00
10-64-30	TRASH REMOVAL	960.00	6,000.00	1,310.00	6,000.00
10-64-60	(SUNDRY - (REC. MASTER PLAN)	.00	.00	.00	.00
10-64-63	SUNDRY (TRAILS)	.00	.00	.00	.00
10-64-64	SUNDRY (SUMMER RECREATION)	.00	.00	.00	.00
10-64-65	SUNDRY - MAINT. CONT.	.00	.00	.00	.00
10-64-66	SUNDRY (4TH JULY EXPENSES)	1,108.73	25,000.00	.00	25,000.00
10-64-67	SUNDRY (FIREWORKS)	.00	.00	.00	.00
10-64-70	CAPITAL OUTLAY	50,676.32	51,000.00	523.45-	30,000.00
10-64-73	CAPITAL OUTLAY -J HAMBLIN PARK	.00	.00	.00	.00
10-64-74	CAPITAL OUTLAY-HAMBLIN (CITY)	.00	.00	.00	.00
10-64-81	YOUTH RECREATION	.00	.00	.00	.00
10-64-99	PARKS GENERAL	.00	2,500.00	.00	.00
Total PARKS:		216,424.92	670,500.00	149,300.36	664,000.00
CEMETERY					
10-65-11	SALARIES	.00	.00	.00	.00
10-65-12	SALARIES (PART TIME)	.00	.00	.00	.00
10-65-13	EMPLOYEE BENEFITS	.00	.00	.00	.00
10-65-23	TRAVEL & TRAINING	.00	3,000.00	.00	3,000.00
10-65-25	AUTO EXPENSE	.00	.00	.00	.00
10-65-26	EQUIP. SUPPLIES & MAINTENANCE	700.00	10,000.00	1,291.97	10,000.00
10-65-27	UTILITIES	.00	.00	141.75	.00
10-65-30	CEMETERY MONUMENTS	.00	.00	.00	.00
10-65-40	CHEMICALS (CEMETERY)	.00	.00	.00	.00
10-65-65	Maint Contract	.00	.00	.00	.00
10-65-70	CAPITAL OUTLAY	.00	.00	.00	.00
10-65-80	LOT BUY BACKS	600.00	5,000.00	300.00	5,000.00
10-65-99	CEMETERY GENERAL	67.66	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Total CEMETERY:		1,367.66	18,000.00	1,733.72	18,000.00
LIBRARY					
10-66-11	SALARIES	25,794.57	58,000.00	13,910.40	62,000.00
10-66-12	SALARIES (PART TIME)	3,556.19	55,000.00	12,645.64	60,000.00
10-66-13	EMPLOYEE BENEFITS	9,709.47	50,000.00	7,214.77	53,000.00
10-66-23	TRAVEL & TRAINING	.00	1,500.00	60.00	1,000.00
10-66-24	OFFICE EXPENSE & SUPPLIES	862.83	7,500.00	225.23	7,500.00
10-66-26	EQUIP. SUPPLIES & MAINTENANCE	3,882.59	13,000.00	2,767.67	13,000.00
10-66-27	UTILITIES	2,529.79	13,000.00	2,804.81	14,000.00
10-66-34	CONTRACT SERVICES	.00	.00	.00	.00
10-66-35	COMPUTER MAINTENANCE CONTRAC	510.64	4,000.00	510.64	4,000.00
10-66-41	MAGAZINES & NEWSPAPERS	29.99	1,500.00	89.39	1,000.00
10-66-42	BOOKS	5,315.08	25,000.00	2,335.80	25,000.00
10-66-69	STATE LIBRARY GRANT EXPENDITUR	.00	10,000.00	.00	10,000.00
10-66-70	Program Development	159.37	7,500.00	676.96	7,500.00
10-66-99	LIBRARY DEPARTMENT	.00	.00	.00	.00
Total LIBRARY:		52,350.52	246,000.00	43,241.31	258,000.00
HERITAGE HOUSE					
10-67-12	SALARIES (PART TIME)	13,578.49	80,000.00	20,677.02	80,000.00
10-67-13	EMPLOYEE BENEFITS	1,361.41	6,500.00	2,073.14	7,500.00
10-67-14	LABOR	.00	.00	.00	.00
10-67-23	TRAVEL & TRAINING	.00	2,200.00	254.75	2,500.00
10-67-26	EQUIP. SUPPLIES & MAINTENANCE	769.06	19,500.00	3,801.05	19,500.00
10-67-27	UTILITIES	2,387.10	14,000.00	2,105.75	14,000.00
10-67-34	CONTRACT SERVICES	.00	.00	.00	.00
10-67-58	HERITAGE MUSEUM EXPENSES	2,334.97	5,000.00	2,124.86	.00
10-67-60	HERITAGE HOUSE EXPENSES	.00	.00	.00	.00
10-67-63	HERITAGE DEVELOPMENT GRANT EXP	.00	.00	.00	.00
10-67-70	CAPITAL OUTLAY MUSEUM	.00	25,000.00	.00	5,000.00
10-67-99	CAPITAL OUTLAY HOUSE	533.00	5,000.00	.00	5,000.00
Total HERITAGE HOUSE:		20,964.03	157,200.00	31,036.57	133,500.00
COMMUNITY DEVELOPMENT					
10-68-60	MISC-WELCOM SIGN & POWER LINE	.00	.00	.00	.00
10-68-61	ARTS BOARD EXPENSES	700.05	10,000.00	1,324.19	10,000.00
10-68-65	SUNDRY (TREE COMMITTEE)	.00	.00	.00	5,000.00
10-68-66	SUNDRY (BEAUTIFICATION COMM)	.00	5,000.00	.00	5,000.00
10-68-67	MESA HILLS CDBG EXPENDITURES	.00	.00	.00	.00
10-68-68	SUNDRY (VOLUNTEER CENTER)	.00	.00	.00	.00
10-68-69	HOMLAND SECURITY	.00	.00	.00	.00
10-68-70	STORY TELLING GUILD	.00	.00	.00	.00
10-68-71	STORY TELLERS GUILD GRANTS	.00	.00	.00	.00
Total COMMUNITY DEVELOPMENT:		700.05	15,000.00	1,324.19	20,000.00
ECONOMIC DEVELOPMENT					
10-69-23	TRAVEL	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
10-69-24	OFFICE EXPENSE & SUPPLIES	.00	.00	.00	.00
10-69-51	Special Events	1,246.33	20,000.00	10,184.69	20,000.00
10-69-52	DocUtah	.00	.00	.00	.00
10-69-53	Business of Art	.00	.00	.00	.00
10-69-54	C.E.B.A.	.00	10,000.00	.00	10,000.00
10-69-60	AMAZING EARTH FEST	.00	.00	.00	.00
10-69-64	SUNDRY (WEB PAGE DEVELOPMENT)	3,588.10	.00	.00	.00
10-69-65	SPECIAL EVENTS	.00	.00	.00	.00
10-69-66	ECONOMIC DEV. - DIRECTOR	.00	.00	.00	.00
10-69-67	ECONOMIC DEV. - Council	.00	25,000.00	138.29	25,000.00
10-69-68	ECONOMIC DEV. - Mayor	.00	10,000.00	.00	10,000.00
10-69-99	ECON DEVLOP GENERAL	.00	.00	.00	.00
Total ECONOMIC DEVELOPMENT:		4,834.43	65,000.00	10,322.98	65,000.00
TRANSFERS					
10-70-11	TRANSFER TO CAPITAL PJCTS FUND	.00	275,000.00	.00	275,000.00
10-70-12	TRANSFER TO CAPITAL PJCTS FUND	.00	.00	.00	.00
10-70-21	TRANSFER TO DEBT SVC-FIRE TRK	.00	.00	.00	.00
10-70-23	TRANSFER TO DEBT SVC-P.W. BLDG	.00	.00	.00	.00
10-70-24	TRANSFER TO IMPACT FEE - PAYBK	.00	.00	.00	.00
10-70-25	TRANSFER TO CP KCR BRIDGE REP	.00	.00	.00	.00
10-70-31	Trans to W/S Fund - Payback	.00	.00	.00	.00
10-70-37	TRANSFER TO FIRE CAPITAL	.00	.00	.00	170,000.00
10-70-45	TRANS TO DEBT SV-CLASS C TEA21	.00	.00	.00	.00
10-70-46	TRANSFER TO EXIST CAPIT REPAIR	.00	25,000.00	.00	25,000.00
10-70-49	TRANSFER TO IMPACT FEE FUND	.00	165,000.00	.00	.00
10-70-50	Transfer to Recreation Fund	.00	50,000.00	.00	.00
10-70-51	TRANS TO AIRPORT CAPITAL	.00	20,000.00	.00	.00
10-70-52	TRANS TO TRANSPORTATION FUND	.00	300,000.00	.00	300,000.00
10-70-92	TRANSFER TO DEBT SVC	.00	170,000.00	.00	130,000.00
Total TRANSFERS:		.00	1,005,000.00	.00	900,000.00
TRANSFERS					
10-71-12	TRANSFER TO RECREATION FUND	.00	.00	.00	.00
Total TRANSFERS:		.00	.00	.00	.00
BUILDING INSPECTION Revenue Total:		1,460,776.44	6,552,750.00	1,197,226.09	6,362,500.00
BUILDING INSPECTION Expenditure Total:		1,347,117.95	7,069,200.00	1,307,266.63	6,911,500.00
Total BUILDING INSPECTION:		823,997.49	516,450.00-	600,298.46	549,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
DEBT SERVICE FUND					
TAXES					
15-31-13	PROP TAX - G.O. BOND RETIREMNT	.00	.00	.00	.00
Total TAXES:		.00	.00	.00	.00
CHARGES FOR SERVICES					
15-34-50	RENT & LEASE-AIRPORT T HANGERS	.00	.00	.00	.00
15-34-51	RENT & LEASE-AIRPORT HANGER	.00	.00	.00	.00
Total CHARGES FOR SERVICES:		.00	.00	.00	.00
MISCELLANEOUS					
15-36-15	INTEREST EARNED - KCR GUARANTY	.00	.00	.00	.00
15-36-21	TRAN FROM GF-TEA21 LOAN PMT	.00	.00	.00	.00
15-36-30	TRANSFER FROM G.F - FIRE TRUCK	.00	.00	.00	.00
15-36-33	TRANSFER FROM REC - SWIM POOL	.00	80,000.00	.00	122,000.00
15-36-34	TRANSFER FROM IMP. FEES - REC	.00	.00	.00	.00
15-36-35	TRANS FROM G.F. - P.U. BLDG.	.00	170,000.00	.00	130,000.00
15-36-36	TRANS. FROM W&S - P.U. BLDG.	.00	.00	.00	.00
15-36-52	TRAN STORMWATER	.00	.00	.00	.00
15-36-71	Trans. CP - Kanab Creek Bridge	.00	.00	.00	.00
15-36-90	DEBT PROCEEDS	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	250,000.00	.00	252,000.00
LEASE PURCHASE EXPENSE					
15-71-82	LEASE PURCHASE - POLICE CARS	.00	.00	.00	.00
Total LEASE PURCHASE EXPENSE:		.00	.00	.00	.00
BOND INTERST EXPENSE					
15-73-79	PAYING AGENT FEES	.00	.00	.00	.00
15-73-80	CIB LOAN - DWNTOWN PJCT	7,900.33	10,000.00	7,600.51	10,000.00
15-73-81	SWIMMING POOL BOND - INT.	10,711.50	27,000.00	9,823.50	27,000.00
15-73-87	FIRE TRUCK LEASE PURCHASE-INT.	.00	.00	.00	.00
15-73-88	FIRE STATION BOND PMT. - INT.	.00	.00	.00	.00
15-73-89	PUBLIC WORKS BLDG. LOAN	.00	.00	.00	.00
15-73-91	STORM WATER/CIB 2013 - INT	.00	.00	.00	.00
15-73-92	2020 SALES TAX REF BONDS INT	.00	.00	.00	.00
Total BOND INTERST EXPENSE:		18,611.83	37,000.00	17,424.01	37,000.00
BOND PRINCIPAL EXPENSE					
15-74-70	CIB - Kanab Creek Bridge	.00	.00	.00	.00
15-74-80	CIB LOAN - DWNTOWN PJCT	20,000.00	20,000.00	21,000.00	20,000.00
15-74-81	SWIMMING POOL BOND - PRIN	.00	96,000.00	.00	95,000.00
15-74-87	FIRE TRUCK LEASE PURCHASE-PRIN	.00	.00	.00	.00
15-74-88	FIRE STATION BOND PMT. - PRIN.	.00	.00	.00	.00
15-74-89	PUBLIC WORKS BLDG. LOAN	.00	.00	.00	.00
15-74-91	STORM WATER/CIB 2013 - PRIN	.00	.00	.00	.00
15-74-92	2020 SALES TAX REF BONDS PRINC	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
15-74-93	POLICE BUILDING - PRINCIPAL	.00	65,000.00	.00	65,000.00
15-74-94	POLICE BUILDING - INTEREST	.00	32,000.00	.00	35,000.00
15-74-99	BOND ISSUANCE COSTS	.00	.00	.00	.00
	Total BOND PRINCIPAL EXPENSE:	20,000.00	213,000.00	21,000.00	215,000.00
CAPITAL PROJECT EXPENDITURES					
15-75-90	TRANSFER TO YEAR END FUND BAL.	.00	.00	.00	.00
	Total CAPITAL PROJECT EXPENDITURES:	.00	.00	.00	.00
	DEBT SERVICE FUND Revenue Total:	.00	250,000.00	.00	252,000.00
	DEBT SERVICE FUND Expenditure Total:	38,611.83	250,000.00	38,424.01	252,000.00
	Total DEBT SERVICE FUND:	38,611.83-	.00	38,424.01-	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Wildland Fire					
MISCELLANEOUS					
37-30-10	Wildland Revenue	11,716.61	25,000.00	15,826.63	60,000.00
37-30-15	TRANSFER FROM GENERAL FUND	.00	.00	.00	170,000.00
Total MISCELLANEOUS:		11,716.61	25,000.00	15,826.63	230,000.00
MISCELLANEOUS					
37-36-10	Intrest Earned	1,991.25	6,000.00	1,720.51	5,000.00
37-36-90	Debt Proceeds	.00	.00	.00	.00
Total MISCELLANEOUS:		1,991.25	6,000.00	1,720.51	5,000.00
Expense					
37-60-10	Equipment, Supplies & Maint	.00	.00	.00	.00
37-60-11	Salaries	.00	20,000.00	.00	20,000.00
37-60-13	Employee Benefits	.00	2,000.00	.00	2,000.00
37-60-20	Wildland Fire Expense	3,331.26	17,000.00	2,056.30	10,000.00
37-60-90	Capital Outlay	.00	.00	.00	.00
37-60-95	Capital Outlay	.00	.00	.00	.00
Total Expense:		3,331.26	39,000.00	2,056.30	32,000.00
Expense					
37-73-80	PRICIPAL PAYMENTS - FIRE TRUCK	.00	38,500.00	.00	38,000.00
37-73-81	INTEREST PAYMENTS - FIRE TRUCK	.00	7,000.00	.00	8,000.00
Total Expense:		.00	45,500.00	.00	46,000.00
Wildland Fire Revenue Total:		13,707.86	31,000.00	17,547.14	235,000.00
Wildland Fire Expenditure Total:		3,331.26	84,500.00	2,056.30	78,000.00
Total Wildland Fire:		10,376.60	53,500.00-	15,490.84	157,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Public Safety Fitness CIP					
38-1100	CASH ALLOCATION	11,607.15	.00	.00	.00
Revenue					
38-30-10	Other Fund Transfers	.00	.00	.00	.00
Total Revenue:		.00	.00	.00	.00
Expense					
38-54-75	Capital Outlay	.00	11,607.15	.00	.00
Total Expense:		.00	11,607.15	.00	.00
Public Safety Fitness CIP Revenue Total:		.00	.00	.00	.00
Public Safety Fitness CIP Expenditure Total:		.00	11,607.15	.00	.00
Total Public Safety Fitness CIP:		11,607.15-	11,607.15-	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
STORM WATER CIP					
39-1100	CASH ALLOCATION	1,034,278.27	.00	1,388,081.67	.00
39-1120	PTIF-STORM WA	.00	.00	.00	.00
Revenue					
39-30-10	General Fund Transfer	.00	300,000.00	.00	300,000.00
39-30-15	CIB Loan & Grant	.00	.00	.00	.00
39-30-49	IMPACT FEES TRANSPORTATION	.00	.00	.00	250,000.00
Total Revenue:		.00	300,000.00	.00	550,000.00
Revenue					
39-33-56	B&C Roads	66,332.53	550,000.00	145,832.49	400,000.00
39-33-57	County Sales Tax Roads	36,841.25	140,000.00	31,839.92	150,000.00
Total Revenue:		103,173.78	690,000.00	177,672.41	550,000.00
Revenue Misc					
39-36-01	GRANT REVENUE	.00	.00	.00	.00
39-36-10	INTEREST EARNED	.00	.00	.00	.00
39-36-50	DEBT PROCEEDS	.00	.00	.00	.00
Total Revenue Misc:		.00	.00	.00	.00
Expenditures					
39-60-10	200 N Storm Cap. Improv.	.00	.00	.00	.00
39-60-20	Tom’s Canyon Detention exp	.00	.00	.00	.00
39-60-30	Engineering fees	.00	.00	.00	.00
39-60-42	CLASS "C" ROADS (SIDEWALK)	.00	10,000.00	.00	50,000.00
39-60-44	CLASS "C" ROADS (PROJECTS)	.00	700,000.00	.00	500,000.00
39-60-65	STREET LIGHT UTILITY	.00	40,000.00	4,158.42	40,000.00
39-60-71	CAPITAL OUTLAY (SIDEWALK)	.00	10,000.00	.00	50,000.00
39-60-74	CAPITAL OUTLAY (CHIP SEAL)	.00	75,000.00	.00	100,000.00
39-60-76	CAPITAL OUTLAY	.00	100,000.00	.00	300,000.00
39-60-90	TRANSFERS OUT	.00	.00	.00	.00
Total Expenditures:		.00	935,000.00	4,158.42	1,040,000.00
STORM WATER CIP Revenue Total:		103,173.78	990,000.00	177,672.41	1,100,000.00
STORM WATER CIP Expenditure Total:		.00	935,000.00	4,158.42	1,040,000.00
Total STORM WATER CIP:		931,104.49-	55,000.00	1,214,567.68-	60,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
AIRPORT IMPROVEMENT CAP. PJCTS					
Revenue Misc					
40-30-10	FIRE STATION REMODEL	.00	.00	.00	.00
Total Revenue Misc:		.00	.00	.00	.00
TRANSFERS					
40-70-25	TRANSFERS TO OTHER FUNDS	.00	.00	.00	.00
Total TRANSFERS:		.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
40-75-30	Airport Terminal Construction	.00	.00	.00	.00
40-75-50	Project Management Expense	.00	.00	.00	.00
40-75-70	MISC. EXPENSES	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	.00	.00	.00
AIRPORT IMPROVEMENT CAP. PJCTS Revenue Total:		.00	.00	.00	.00
AIRPORT IMPROVEMENT CAP. PJCTS Expenditure Total:		.00	.00	.00	.00
Total AIRPORT IMPROVEMENT CAP. PJCTS:		.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
RECREATION - CAPITAL PROJECTS					
REVENUE					
41-30-11	TRANSFERS FROM GENERAL FUND	10,617.25-	.00	12,865.05-	.00
41-30-20	KANE COUNTY GRANT - TRAV CNL	.00	.00	.00	.00
41-30-30	RAP Tax	38,550.56	145,000.00	27,185.55	150,000.00
41-30-36	BASKEBALL	200.00	9,500.00	1,760.00	10,000.00
41-30-37	CANYONEERING	615.00	500.00	.00	.00
41-30-40	KANAB YOUTH FOOTBALL	6,538.50	8,000.00	7,189.00	8,000.00
41-30-41	Baseball Fees	.00	22,000.00	233.50	17,500.00
41-30-42	Softball Fees	75.00	15,000.00	.00	15,000.00
41-30-43	CHEER	.00	.00	.00	.00
41-30-44	CO-ED ADULT SOFTBALL	.00	.00	.00	.00
41-30-45	10-K REG FEES/DONATIONS	.00	2,000.00	.00	3,500.00
41-30-46	CROSS COUNTRY	700.00	500.00	1,080.00	500.00
41-30-50	Soccer	3,090.00	3,000.00	5,600.00	4,500.00
41-30-55	Volleyball	3,140.00	3,500.00	2,880.00	3,000.00
41-30-56	YOGA	970.00	5,500.00	3,195.00	5,000.00
41-30-57	MISC EQUIPMENT REVENUE	.00	.00	.00	.00
41-30-60	Tennis Fees	.00	2,000.00	.00	2,500.00
41-30-62	MOUNTAIN BIKING	.00	.00	.00	.00
41-30-63	CONCESSIONS - HOT FOOD	.00	.00	.00	.00
41-30-64	Outdoor Rec	.00	50,000.00	.00	.00
41-30-65	CONCESSIONS	.00	250.00	300.00	.00
41-30-66	DONATIONS/EVENTS	30,000.00	30,000.00	30,000.00	30,000.00
41-30-67	Track & Field Fees	.00	.00	.00	.00
41-30-70	PROPERTY TAX - RECREATION	.00	375,000.00	.00	390,000.00
41-30-71	MISC RECREATION REV	.00	.00	170.00	.00
Total REVENUE:		73,261.81	671,750.00	66,728.00	639,500.00
REVENUE					
41-34-01	Pool Lessons	2,000.00	4,500.00	.00	2,500.00
41-34-02	Pool Concessions	15,604.65	20,000.00	15,296.50	20,000.00
41-34-05	Pool Admissions	18,947.90	50,000.00	21,704.30	50,000.00
41-34-06	Pool Rentals	2,225.00	.00	.00	.00
41-34-07	SWIM TEAM FEES	130.00	8,000.00	65.00	8,000.00
Total REVENUE:		38,907.55	82,500.00	37,065.80	80,500.00
MISCELLANEOUS					
41-36-05	INTEREST EARNED	.00	.00	.00	.00
41-36-10	INTEREST EARNED - REC. TAX	272.52	.00	235.46	.00
41-36-11	INTEREST EARNED - SKATE PARK	.00	.00	.00	.00
41-36-13	INTEREST EARNED-SWIM POOL LOAN	.00	.00	.00	.00
41-36-15	INTEREST EARNED -CIB POOL LOAN	.00	.00	.00	.00
41-36-16	INT EARNED (10-K)	.00	.00	.00	.00
41-36-17	INT EARNED JHM	.00	.00	.00	.00
41-36-20	DONATIONS	.00	.00	.00	.00
41-36-21	DONATIONS - STONE BENCHES	.00	.00	.00	.00
41-36-30	Skate Park Donations	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Total MISCELLANEOUS:		272.52	.00	235.46	.00
MISCELLANEOUS					
41-37-70	PROP TAX	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
CONTRIBUTIONA & TRANSFERS					
41-38-90	TRANSFERS FROM GENERAL FUND	.00	50,000.00	.00	.00
41-38-91	TRANSFER FROM CLASS C ROADS	.00	.00	.00	.00
41-38-95	TRANSFERS FROM YEAR END BALANC	.00	.00	.00	.00
41-38-97	FUND BALANCE TO APPROPRIATE	.00	.00	.00	.00
Total CONTRIBUTIONA & TRANSFERS:		.00	50,000.00	.00	.00
RECREATION EXPENDITURES					
41-41-11	SALARIES	16,404.00	75,000.00	16,694.40	80,000.00
41-41-12	SALARIES (PART TIME)	16,447.58	60,000.00	14,007.41	64,000.00
41-41-13	EMPLOYEE BENEFITS	12,662.80	60,000.00	12,693.75	64,000.00
41-41-23	TRAVEL & TRAINING	92.72	.00	74.44	1,000.00
41-41-24	OFFICE EXPENSE & SUPPLIES	4,359.83	20,000.00	12,140.06	20,000.00
41-41-25	AUTO EXPENSE	.00	.00	.00	.00
41-41-26	EQUIP. SUPPLIES & MAINTENANCE	.00	2,000.00	.00	1,000.00
41-41-27	UTILITIES	588.69	.00	125.96	.00
41-41-37	CANYONEERING	.00	.00	.00	.00
41-41-44	Adult Co-Ed Softball Expense	.00	.00	297.72	.00
41-41-45	Softball Expense	.00	.00	.00	.00
41-41-46	CROSS COUNTRY EXPENSE	527.66	4,500.00	.00	500.00
41-41-50	INSURENACE & BONDS	.00	.00	.00	.00
41-41-51	VOLLEYBALL EXPENSE	1,827.26	3,000.00	2,355.02	3,000.00
41-41-52	YOGA EXPENSE	8.99	5,500.00	1,991.54	5,000.00
41-41-53	Cheerleading	.00	.00	.00	.00
41-41-54	RECREATION CENTER EXPENSES	.00	.00	.00	.00
41-41-55	Basketball Expense	.00	6,000.00	.00	6,000.00
41-41-56	Baseball Expense	.00	18,000.00	186.41	18,000.00
41-41-57	Soccer Expense	55.98	3,000.00	1,551.21	3,000.00
41-41-58	Tennis Expense	940.04	3,500.00	800.00	3,500.00
41-41-59	Football Expense	7,850.93	13,500.00	6,472.67	13,500.00
41-41-60	Heatstroker Baseball	.00	3,000.00	.00	.00
41-41-61	Heatstroker Softball	.00	10,000.00	.00	10,000.00
41-41-62	YOUTH WRESTLING	.00	.00	.00	.00
41-41-63	POOL OPERATIONS	.00	.00	.00	.00
41-41-64	Outdoor Rec	.00	.00	.00	.00
41-41-65	MISC EQUIPMENT EXPENSE	.00	10,000.00	.00	.00
41-41-66	SPECIAL EVENTS	.00	.00	.00	.00
41-41-67	TRACK & FIELD EXPENSE	.00	.00	.00	.00
41-41-70	CAPITAL OUTLAY	.00	140,000.00	28,690.00	150,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Total RECREATION EXPENDITURES:		61,766.48	437,000.00	98,080.59	442,500.00
RECREATION EXPENDITURES					
41-47-30	10-K EXPENSES	.00	2,500.00	.00	3,500.00
Total RECREATION EXPENDITURES:		.00	2,500.00	.00	3,500.00
Swimming Pool					
41-50-11	Salaries	14,189.56	.00	485.23	.00
41-50-12	Lifeguards	21,036.41	80,000.00	47,509.00	90,000.00
41-50-13	Employee Costs	3,516.72	7,000.00	4,816.78	10,000.00
41-50-23	Travel/Training	.00	1,500.00	.00	.00
41-50-26	Equipment/Supplies/Maint	2,573.17	30,000.00	6,296.75	30,000.00
41-50-27	Utilities	16,290.45	50,000.00	13,939.88	50,000.00
41-50-28	SWIM TEAM EXPENSES	.00	4,000.00	.00	5,500.00
41-50-30	Chemicals	12,901.12	35,000.00	12,201.18	40,000.00
41-50-40	Concessions	5,618.24	12,000.00	4,858.53	15,000.00
41-50-50	Insurance	1,627.80	3,500.00	1,799.84	4,000.00
Total Swimming Pool:		77,753.47	223,000.00	91,907.19	244,500.00
Parks Maintenance					
41-60-11	Salaries	.00	.00	.00	.00
41-60-12	Part-time Salaries	.00	.00	.00	.00
41-60-13	Employee Benefits	.00	.00	.00	.00
41-60-23	Travel/Training	.00	.00	.00	.00
41-60-25	Auto	.00	.00	.00	.00
41-60-26	Equip/Supplies/Maint	.00	.00	.00	.00
41-60-27	Utilities	.00	.00	.00	.00
41-60-30	Trash Pick Up	.00	.00	.00	.00
41-60-65	Maint Contract	.00	.00	.00	.00
41-60-66	Landscape Maint. Cont.	.00	.00	.00	.00
41-60-67	Fireworks	.00	.00	.00	.00
Total Parks Maintenance:		.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
41-75-07	LEGAL SERVICES	.00	.00	.00	.00
41-75-08	ARCHITECTURAL SERVICES	.00	.00	.00	.00
41-75-09	ENGINEERING SERVICES	.00	10,000.00	.00	.00
41-75-10	CONTINGENCIES	.00	.00	.00	.00
41-75-11	MISC. SERVICES	.00	.00	.00	.00
41-75-20	CONSTRUCTION - SWIMMING POOL	.00	.00	.00	.00
41-75-21	CONSTRUCTION - LITTLE LEAGUE	24.47	25,000.00	5,732.41	.00
41-75-22	CONSTRUCTION - PLAYGROUNDS	.00	.00	.00	.00
41-75-23	CONSTRUCTION - OLD MID SCHOOL	.00	.00	.00	.00
41-75-24	CONSTRUCTION - GOLF COURSE	.00	.00	.00	.00
41-75-25	CONSTRUCTION - SOFTBALL FIELDS	.00	.00	.00	.00
41-75-26	CONSTRUCTION - SKATE PARK	.00	.00	.00	.00
41-75-27	CONSTRUCTION - PARKS	75,856.66	100,000.00	.00	.00
41-75-28	CONSTRUCTIION - REC CENTER	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
41-75-29	CONSTRUCTION - EAGLE PJCTS.	.00	.00	.00	.00
41-75-50	TRANSFER TO YR. END FUND BAL.	.00	.00	.00	.00
41-75-51	TRANSFER TO GENERAL FUND	.00	.00	.00	.00
41-75-90	TRANS TO SKATE PARK	.00	.00	.00	.00
41-75-95	TRANSFERS TO DEBT SERVICE FUND	.00	80,000.00	.00	122,000.00
41-75-99	TOTAL EXPENSES	.00	.00	.00	.00
	Total CAPITAL PROJECT EXPENDITURES:	75,881.13	215,000.00	5,732.41	122,000.00
CAPITAL PROJECT EXPENDITURES					
41-80-35	Professional Fees	.00	.00	.00	.00
	Total CAPITAL PROJECT EXPENDITURES:	.00	.00	.00	.00
	RECREATION - CAPITAL PROJECTS Revenue Total:	112,441.88	804,250.00	104,029.26	720,000.00
	RECREATION - CAPITAL PROJECTS Expenditure Total:	215,401.08	877,500.00	195,720.19	812,500.00
	Total RECREATION - CAPITAL PROJECTS:	102,959.20-	73,250.00-	91,690.93-	92,500.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
AIRPORT CAPITAL IMPROVMENT					
REVENUE					
42-30-10	TRANSFERS FROM GENERAL FUND	.00	20,000.00	.00	.00
42-30-35	MISCELLANEOUS	.00	.00	.00	.00
42-30-40	DONATIONS	.00	.00	.00	.00
Total REVENUE:		.00	20,000.00	.00	.00
INTERGOVERNMENTAL REVENUES					
42-33-11	STATE GRANT - AIRPORT FENCING	2,464.77	20,000.00	273.96	450,000.00
42-33-30	FEDERAL GRANT - AIRPORT FENCE	12,243.99	310,000.00	5,299.68	2,500,000.00
42-33-40	MISCELLANEOUS GRANTS	.00	.00	.00	.00
Total INTERGOVERNMENTAL REVENUES:		14,708.76	330,000.00	5,573.64	2,950,000.00
MISCELLANEOUS					
42-36-10	INTEREST EARNED	.00	.00	.00	.00
42-36-20	RENTS & LEASES	.00	.00	.00	30,000.00
42-36-50	FUEL SALES	.00	.00	.00	200,000.00
Total MISCELLANEOUS:		.00	.00	.00	230,000.00
CONTRIBUTIONS & TRANSFERS					
42-38-65	TRANSFERS FROM GENERAL FUND	.00	.00	.00	.00
Total CONTRIBUTIONS & TRANSFERS:		.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
42-75-30	ENGINEERING FEES Master Plan	20,020.00	500,000.00	23,321.50	3,100,000.00
42-75-65	FUEL PURCHASE	.00	.00	.00	150,000.00
42-75-70	ADMINISTRATION	.00	.00	.00	.00
42-75-71	ARCHITECTURAL FEES	.00	.00	.00	.00
42-75-72	AIRPORT CONSTRUCTION EXP.	.00	.00	.00	.00
42-75-73	LEGAL FEES	.00	.00	.00	.00
42-75-79	CONSTRUCTIION - A.W.O.S.	.00	.00	.00	.00
42-75-80	CONSTRUCTION - RUNWAY REHAB	.00	.00	.00	.00
42-75-90	LAND PURCHASES	.00	.00	.00	.00
42-75-99	TOTAL TRANSFERS AND EXPENSES	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		20,020.00	500,000.00	23,321.50	3,250,000.00
AIRPORT CAPITAL IMPROVMENT Revenue Total:		14,708.76	350,000.00	5,573.64	3,180,000.00
AIRPORT CAPITAL IMPROVMENT Expenditure Total:		20,020.00	500,000.00	23,321.50	3,250,000.00
Total AIRPORT CAPITAL IMPROVMENT:		5,311.24-	150,000.00-	17,747.86-	70,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
RECREATION - CAPITAL PROJECTS					
CONTRIBUTIONS & TRANSFERS					
43-38-90	FUND BALANCE TO APPROPRIATE	.00	.00	.00	.00
	Total CONTRIBUTIONS & TRANSFERS:	.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
43-75-10	Recreation Capital Expense	.00	.00	.00	.00
	Total CAPITAL PROJECT EXPENDITURES:	.00	.00	.00	.00
	RECREATION - CAPITAL PROJECTS Revenue Total:	.00	.00	.00	.00
	RECREATION - CAPITAL PROJECTS Expenditure Total:	.00	.00	.00	.00
	Total RECREATION - CAPITAL PROJECTS:	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Heritage House Bathrooms – Cap					
REVENUE					
44-30-71	Transfer from General Fund	.00	.00	.00	.00
44-30-72	Kane County Contribution	.00	.00	.00	.00
44-30-73	INTEREST INCOME	.00	.00	.00	.00
44-30-77	Heritage Council	.00	.00	.00	.00
44-30-78	Grants	.00	.00	.00	.00
44-30-79	Donations	.00	.00	.00	.00
Total REVENUE:		.00	.00	.00	.00
REVENUE					
44-38-80	TRANSFER FROM GENERAL FUND	.00	.00	.00	.00
Total REVENUE:		.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
44-75-71	ARCHITECTS FEES	.00	.00	.00	.00
44-75-72	LEGEL FEES	.00	.00	.00	.00
44-75-73	CONSTRUCTION EXPENSES - BLDG.	.00	456.00	.00	.00
44-75-74	CONSTRUCTION EXPENSES - ROADS	.00	.00	.00	.00
44-75-75	PROFESSIONAL FEES	.00	.00	.00	.00
44-75-77	EQUIPMENT	.00	.00	.00	.00
44-75-79	MISC. EXPENSES	.00	.00	.00	.00
44-75-90	TRANSFER TO YEAR END FUND BAL.	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	456.00	.00	.00
Heritage House Bathrooms – Cap Revenue Total:		.00	.00	.00	.00
Heritage House Bathrooms – Cap Expenditure Total:		.00	456.00	.00	.00
Total Heritage House Bathrooms – Cap:		.00	456.00-	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Capital Projects					
REVENUE					
45-30-10	Property Tax	.00	.00	.00	.00
45-30-72	TRANS FROM GEN FUND	.00	275,000.00	.00	275,000.00
45-30-74	DONATIONS - MISCELLANEOUS	.00	.00	.00	.00
45-30-75	LIB-NEW BLDG. FURNISHINGS	.00	.00	.00	.00
45-30-76	LIB-NEW BLDG. FURNISHINGS	.00	.00	.00	.00
45-30-77	TRANS FROM IMPACT FEES	.00	150,000.00	.00	600,000.00
45-30-79	RECIPTS - SALE OF OLD FIRE ST.	.00	.00	.00	.00
Total REVENUE:		.00	425,000.00	.00	875,000.00
INTERGOVERNMENTAL REVENUES					
45-33-10	GRANT - C.D.B.G.	.00	.00	.00	.00
45-33-40	GRANTS - STATE LIBRARY	.00	.00	.00	.00
45-33-41	GRANTS - STATE OF UTAH	.00	.00	.00	.00
45-33-42	GRANT - R.C.&D.	.00	.00	.00	.00
45-33-43	GRANTS FEDERAL	583,587.00	583,587.00	.00	.00
Total INTERGOVERNMENTAL REVENUES:		583,587.00	583,587.00	.00	.00
FINES & FORFEITURES					
45-35-80	MISC. REVENUE	.00	.00	.00	.00
Total FINES & FORFEITURES:		.00	.00	.00	.00
MISCELLANEOUS					
45-36-10	INTEREST EARNED	11,215.49	40,000.00	9,827.60	30,000.00
45-36-70	BOND RECEIPTS	.00	.00	.00	.00
45-36-75	TRANSFER G.F. - 1% SALES TAX	.00	.00	.00	.00
45-36-90	GRANTS - COLOR COUNTRY R.C.&D.	.00	.00	.00	.00
Total MISCELLANEOUS:		11,215.49	40,000.00	9,827.60	30,000.00
CAPITAL PROJECT EXPENDITURES					
45-75-31	New City Office	.00	.00	.00	.00
45-75-35	IFFP Plan	.00	.00	.00	.00
45-75-49	Police Department	.00	.00	.00	.00
45-75-70	Fire Capital	.00	.00	.00	.00
45-75-71	Ranchos Park	.00	200,000.00	97,994.02	1,000,000.00
45-75-72	ENGINEERING EXPENSES	.00	.00	.00	.00
45-75-73	Airport	.00	700,000.00	.00	700,000.00
45-75-74	Pool	.00	60,000.00	.00	.00
45-75-75	Heritage House	.00	.00	.00	.00
45-75-77	R.C.&D. EQUIP. & SUPPLIES	.00	.00	.00	.00
45-75-78	LIBRARY	.00	.00	.00	.00
45-75-79	Skate Park	.00	.00	.00	.00
45-75-85	IFFP Plan	.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
	Total CAPITAL PROJECT EXPENDITURES:	.00	960,000.00	97,994.02	1,700,000.00
	Capital Projects Revenue Total:	594,802.49	1,048,587.00	9,827.60	905,000.00
	Capital Projects Expenditure Total:	.00	960,000.00	97,994.02	1,700,000.00
	Total Capital Projects:	594,802.49	88,587.00	88,166.42-	795,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
Revenue					
MISCELLANEOUS					
46-30-10	Property Tax	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
MISCELLANEOUS					
46-36-10	INTEREST EARNED	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
MISCELLANEOUS					
46-38-80	TRANSFER FROM GENERAL FUND	.00	25,000.00	.00	25,000.00
Total MISCELLANEOUS:		.00	25,000.00	.00	25,000.00
CAPITAL PROJECT EXPENDITURES					
46-75-70	MISC. EXPENSES	.00	.00	.00	.00
46-75-71	ENGINEERING & ARCHITECT FEES	.00	.00	.00	.00
46-75-80	Transfer to Debt Service	.00	.00	.00	.00
46-75-85	Transfer to General Fund	.00	.00	.00	.00
46-75-90	TRANSFER TO YEAR END FUND BAL.	.00	.00	.00	.00
46-75-99	BRIDGE REPLACEMENT GENERAL	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	.00	.00	.00
Revenue Revenue Total:		.00	25,000.00	.00	25,000.00
Revenue Expenditure Total:		.00	.00	.00	.00
Total Revenue:		.00	25,000.00	.00	25,000.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
JH Park Expansion					
MISCELLANEOUS					
47-33-50	GARDNER FOUNDATION	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
MISCELLANEOUS					
47-36-10	INTEREST EARNED	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
MISCELLANEOUS					
47-38-80	TRANS FROM GEN FUND	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
CAPITAL PROJECT EXPENDITURES					
47-75-75	CONSTRUCTION EXPENSES	.00	14,486.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	14,486.00	.00	.00
JH Park Expansion Revenue Total:		.00	.00	.00	.00
JH Park Expansion Expenditure Total:		.00	14,486.00	.00	.00
Total JH Park Expansion:		.00	14,486.00-	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
IMPACT FEES FUND					
FEES					
49-32-12	IMPACT FEES - PUBLIC SAFETY	45,546.86	130,000.00	29,982.04	100,000.00
49-32-14	IMPACT FEES - TRANSPORTATION	79,621.63	280,000.00	51,902.29	250,000.00
49-32-16	IMPACT FEES - PARKS & REC	35,997.43	150,000.00	38,228.52	120,000.00
49-32-17	IMPACT FEES - Sewer	29,048.03	.00	15,681.51	.00
49-32-18	IMPACT FEES - STORM WATER	52,128.01	.00	21,374.98	.00
49-32-40	IMPACT FEE- Water	69,567.01	.00	35,287.52	.00
Total FEES:		311,908.97	560,000.00	192,456.86	470,000.00
MISCELLANEOUS					
49-36-10	INTEREST EARNED - IMPACT FEES	7,623.40	30,000.00	6,586.86	.00
Total MISCELLANEOUS:		7,623.40	30,000.00	6,586.86	.00
MISCELLANEOUS					
49-38-80	TRANSFER FROM GF - REPAY	.00	.00	.00	.00
49-38-90	FUND BALANCE TO APPROPRIATE	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
LEASE EXPENSE					
49-71-10	TRANSFERS TO GENERAL FUND:	.00	.00	.00	.00
49-71-11	TRANSFER TO GF - PUBLIC SAFETY	.00	25,000.00	.00	500,000.00
49-71-12	TRANSFER TO RECREATION FUND	.00	.00	.00	.00
49-71-13	TRANSFER TO GF - STREETS	.00	.00	.00	500,000.00
49-71-14	TRANSFER TO G.F. - STORM WATER	.00	.00	.00	.00
49-71-45	TRANSFER TO CAP PROJECT FUND	.00	150,000.00	.00	600,000.00
Total LEASE EXPENSE:		.00	175,000.00	.00	1,600,000.00
CAPITAL PROJECT EXPENDITURES					
49-75-70	CAPITAL EXP. (CAP. FAC. REPT)	.00	.00	.00	.00
49-75-71	Public Safety Capital Expend	.00	.00	.00	.00
49-75-72	TRANSFER DEBT SVC FD - FIRE DP	.00	.00	.00	.00
49-75-73	TRANS TO G.F.(FLOOD CONTROL)	.00	.00	.00	.00
49-75-74	TRANSFER DEBT SVC FD - STREETS	.00	.00	.00	.00
49-75-76	TRANSFER DEBT SVC FD - PARKS	.00	.00	.00	.00
49-75-77	TRANSFER TO CAP PROJ FUND	.00	.00	.00	.00
49-75-80	Transfer to CIPF	.00	.00	.00	.00
49-75-90	TRANSFERS TO YEAR END FUND BAL	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	.00	.00	.00
TRANSFERS Revenue Total:		319,532.37	590,000.00	199,043.72	470,000.00
TRANSFERS Expenditure Total:		.00	175,000.00	.00	1,600,000.00
Total TRANSFERS:		319,532.37	415,000.00	199,043.72	1,130,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
WATER & SEWER UTILITY FUND					
MISCELLANEOUS					
51-36-01	GRANT REVENUE	.00	.00	.00	.00
Total MISCELLANEOUS:		.00	.00	.00	.00
OPERATING REVENUE					
51-37-10	METERED WATER SALES	615,057.43	1,800,000.00	609,741.13	1,800,000.00
51-37-30	Sewer Sales	132,141.80	500,000.00	135,597.22	500,000.00
51-37-41	IMPACT FEES - WATER CONNECTION	.00	200,000.00	.00	180,000.00
51-37-42	TIME & MATERIALS - WATER CONN.	9,000.72	35,000.00	20,845.51	50,000.00
51-37-45	RE-CONNECT FEES	1,050.00	4,500.00	.00	.00
51-37-50	CONNECTION FEES - SEWER	.00	.00	.00	.00
51-37-52	TIME & MATERIALS - SEWER CONN.	.00	12,000.00	.00	30,000.00
51-37-53	PENALTY & FORFEIT	4,742.40	65,000.00	23,355.97	40,000.00
51-37-54	IMPACT FEES - SEWER CONNECTION	.00	110,000.00	.00	100,000.00
51-37-80	SALE OF MATERIALS & SUPPLIES	.00	.00	.00	.00
51-37-90	SUNDRY REVENUE	.00	.00	.00	.00
51-37-95	ON LINE CONVENIENCE FEES	.00	.00	.00	.00
Total OPERATING REVENUE:		761,992.35	2,726,500.00	789,539.83	2,700,000.00
NON-OPERATING REVENUE					
51-39-10	INTEREST EARNED	.00	.00	.00	.00
51-39-11	INT. EARNED- EQUIP. REPLACE	8,390.77	30,000.00	7,660.99	25,000.00
51-39-17	INT EARNED- 98 REFIN. ACCOUNTS	1,654.48	5,000.00	1,429.53	5,000.00
51-39-19	INT. EARNED- 88 WTR RES. R&R	.00	.00	.00	.00
51-39-20	INT. EARNED- 88 WATER RES DEBT	12,386.08	40,000.00	10,701.99	30,000.00
51-39-35	TRANS FROM G.F. - P.U. BLDG.	.00	.00	.00	.00
51-39-50	INT. EARNED- 88 WTR RESRS RES.	.00	.00	.00	.00
51-39-60	INT. EARNED- W & S SYSTEM RES.	7,584.08	25,000.00	6,552.90	20,000.00
51-39-61	INT. EARNED - PTIF ESCROW ACT	.00	.00	.00	.00
51-39-62	CAPITAL CONTRIBUTION	.00	.00	.00	.00
51-39-67	FUND BAL. TO APP. - IMP. FEES	.00	.00	.00	.00
51-39-69	WATER CONS. DIST. (REIMBURSE)	.00	.00	.00	.00
51-39-70	SUNDRY NON-OPERATING REVENUE	.00	.00	.00	.00
51-39-73	STATE GRANT - UDOT WATER LINE	.00	.00	.00	.00
51-39-75	STATE GRANT - CIB (MESA HILLS)	.00	.00	.00	.00
51-39-76	STATE GRANT - RDFG MESA HILLS	.00	.00	.00	.00
51-39-78	FED. GRANT - H.L. SECURITY	.00	.00	.00	.00
51-39-80	LEASE PURCHASE - PW MAINT BLDG	.00	.00	.00	.00
51-39-90	BEG FD BAL TO APPROPRIATE	.00	.00	.00	.00
Total NON-OPERATING REVENUE:		30,015.41	100,000.00	26,345.41	80,000.00
CAPITAL PROJECT EXPENDITURES					
51-63-30	TRANSFERS IN	.00	.00	.00	.00
Total CAPITAL PROJECT EXPENDITURES:		.00	.00	.00	.00
UTILITY - ADMINISTRATIVE					
51-80-11	SALARIES	84,036.80	350,000.00	86,201.99	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
51-80-12	SALARIES (PART TIME)	.00	.00	.00	.00
51-80-13	EMPLOYEE BENEFITS	47,656.26	210,000.00	46,690.07	.00
51-80-15	SALARY (MAYOR & COUNCILMEM)	.00	.00	.00	.00
51-80-20	MAINTENANCE (COMPUTER CONTRAT	3,145.50	18,000.00	3,523.50	15,000.00
51-80-21	SUBSCRIPTION & MEMBERSHIPS	.00	3,500.00	.00	3,500.00
51-80-23	TRAVEL & TRAINING	2,792.04	15,000.00	6,958.12	15,000.00
51-80-24	OFFICE EXPENSE & SUPPLIES	4,300.81	25,000.00	5,529.36	35,000.00
51-80-25	AUTO EXPENSE	.00	10,000.00	.00	10,000.00
51-80-27	UTILITIES	287.50	50,000.00	2,081.68	5,000.00
51-80-29	RENTS & LEASES	.00	.00	.00	.00
51-80-33	ENGINEER SERVICES	9,649.00	30,000.00	.00	30,000.00
51-80-35	PROFESSIONAL & TECHNICAL SVCS	7,880.20	15,000.00	1,128.10	8,000.00
51-80-47	DEPARTMENT SUPPLIES	1,164.72	30,000.00	1,500.00	10,000.00
51-80-50	INSURANCE & SURITY BONDS	17,498.85	35,000.00	20,968.28	35,000.00
51-80-55	DEPRECIATION	.00	300,000.00	.00	300,000.00
51-80-57	UTILITY BILLING EXPENSE	4,456.04	20,000.00	4,939.90	25,000.00
51-80-65	SICK LEAVE REIMBURSEMENT FUND	.00	.00	.00	.00
51-80-70	CAPITAL OUTLAY	.00	.00	.00	.00
Total UTILITY - ADMINISTRATIVE:		182,867.72	1,111,500.00	179,521.00	491,500.00
POWER AND PUMPING					
51-81-20	MAINTENANCE (WELLS)	.00	65,000.00	7.76	65,000.00
51-81-24	OFFICE EXPENSE & SUPPLIES	.00	.00	.00	.00
51-81-27	UTILITIES	1,554.31	90,000.00	31,750.36	90,000.00
51-81-33	ENGR & PROFESSIONAL FEES	2,574.50	15,000.00	.00	20,000.00
51-81-47	DEPARTMENT SUPPLIES	51.98	.00	.00	.00
51-81-49	PIPES & PARTS	.00	50,000.00	.00	50,000.00
51-81-65	WELL DEVELOPMENT	.00	.00	.00	.00
51-81-70	CAPITOL OUTLAY	3,704.75	100,000.00	.00	500,000.00
Total POWER AND PUMPING:		7,885.54	320,000.00	31,758.12	725,000.00
TRANSMISSION & DISTRIBUTION					
51-82-25	AUTO EXPENSE	1,539.65	40,000.00	750.72	40,000.00
51-82-26	EQUIPMENT SUPPLIES & MAINTENAN	20,936.43	200,000.00	18,592.79	200,000.00
51-82-29	RENTS & LEASES (RADIO TRANS.)	.00	5,000.00	.00	.00
51-82-40	CHEMICALS	1,369.60	5,000.00	1,038.60	5,000.00
51-82-49	PIPE & PARTS	16,750.97	95,000.00	28,913.09	90,000.00
51-82-65	SUNDRY (WATER DAMAGE CLAIMS)	.00	.00	.00	.00
51-82-70	CAPITAL OUTLAY	.00	.00	.00	.00
51-82-71	CAPITAL OUTLAY - MESA HILLS	.00	.00	.00	.00
51-82-72	New BLM Improvements	.00	.00	.00	.00
Total TRANSMISSION & DISTRIBUTION:		40,596.65	345,000.00	49,295.20	335,000.00
SEWER PLANT					
51-83-11	SALARIES	33,734.76	185,000.00	43,769.72	200,000.00
51-83-12	SALARIES (PART TIME)	.00	.00	.00	.00
51-83-13	EMPLOYEE BENEFITS	23,259.40	120,000.00	28,833.62	150,000.00
51-83-26	EQUIPMENT SUPPLIES & MAINTENAN	577.29	50,000.00	1,447.01	50,000.00
51-83-27	UTILITIES	.00	.00	312.75	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
51-83-34	CONTRACT SVCS. (SEWER LINE CL)	.00	30,000.00	.00	30,000.00
51-83-35	PROFESSIONSL & TECHNICAL SVCS	.00	5,000.00	133.00	.00
51-83-40	CHEMICALS	.00	10,000.00	.00	10,000.00
51-83-65	SUNDRY (SEWER DAMAGE CLAIMS)	.00	.00	.00	.00
51-83-70	CAPITAL OUTLAY	.00	.00	.00	700,000.00
Total SEWER PLANT:		57,571.45	400,000.00	74,496.10	1,140,000.00
NON-OPERATING EXPENDITURES					
51-95-21	BOND INT (88 WTR RES. RL4190)	43,500.00	200,000.00	43,500.00	200,000.00
51-95-22	BOND INT (92 WTR RES RL4500)	.00	.00	.00	.00
51-95-23	BOND INT (97 WTR RES RL5180)	.00	.00	.00	.00
51-95-24	BOND INT (98 WTR TAXABL ZION)	.00	.00	.00	.00
51-95-25	INTEREST EXP. PW. BLDG.	.00	.00	.00	.00
51-95-31	BOND PRIN (88 WTR RES RL4190)	.00	.00	.00	.00
51-95-32	BOND PRIN (92 WTR RES RL4500)	.00	.00	.00	.00
51-95-33	BOND PRIN (98 WTR RESRL5180)	.00	.00	.00	.00
51-95-34	BOND PRIN (98 WTR TAXABL ZION)	.00	.00	.00	.00
51-95-40	Payment to WKCWCD	.00	50,000.00	.00	50,000.00
51-95-51	BOND ESCROW EXPENSES	.00	.00	.00	.00
51-95-55	WATER CONS DIST WATER LINE PMT	.00	.00	.00	.00
51-95-56	WELL DEVELOPMENT (WEST FORK)	.00	.00	.00	.00
51-95-58	KCR WATER TANK PJCT. 98-ENGR.	.00	.00	.00	.00
51-95-60	TRANSFERS TO DEBT SVC. FUND	.00	.00	.00	.00
51-95-63	TRANS. GEN. FD - ALLOWABLE IF	.00	.00	.00	.00
51-95-64	TRANSFERS TO GENERAL FUND	.00	.00	.00	.00
51-95-66	TRANSFERS TO W&S IMP. FEE RES.	.00	.00	.00	.00
51-95-67	TRANSFER TO FUND BALANCE	.00	.00	.00	.00
51-95-68	UNCOLLECTABLE ACCOUNTS	.00	.00	.00	.00
51-95-69	MISC. NON-OPERATING EXP.	.00	.00	.00	.00
51-95-71	CAPITAL OUTLAY - UDOT WTR LINE	.00	.00	.00	.00
51-95-72	CAPITAL EXP. - WATER SYSTEM	.00	.00	.00	.00
51-95-74	CAPITAL EXP. - SEWER SYSTEM	.00	.00	.00	.00
51-95-75	CAPITAL EXP. - NEW YARD CONST.	.00	.00	.00	.00
51-95-86	CAPITAL OUTLAY - EQUIPMENT	.00	.00	.00	.00
51-95-88	IFFP PLAN	.00	.00	.00	.00
51-95-90	CAPITAL OUTLAY	126,476.00	200,000.00	43,295.00	200,000.00
Total NON-OPERATING EXPENDITURES:		169,976.00	450,000.00	86,795.00	450,000.00
WATER & SEWER UTILITY FUND Revenue Total:		792,007.76	2,826,500.00	815,885.24	2,780,000.00
WATER & SEWER UTILITY FUND Expenditure Total:		458,897.36	2,626,500.00	421,865.42	3,141,500.00
Total WATER & SEWER UTILITY FUND:		333,110.40	200,000.00	394,019.82	361,500.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
WATER & SEWER UTILITY FUND					
NON-OPERATING REVENUE					
52-36-33	TRANSFER FROM IMPACT FEES	.00	.00	.00	.00
52-36-34	TRANSFERS IN	.00	.00	.00	.00
	Total NON-OPERATING REVENUE:	.00	.00	.00	.00
NON-OPERATING REVENUE					
52-37-10	Storm Water Fees	147,733.00	600,000.00	150,733.38	580,000.00
52-37-15	Time & Materials- Stormwater	.00	.00	.00	.00
52-37-20	Sale of Materials and Supplies	.00	.00	.00	.00
52-37-25	Sundry Revenue	.00	.00	.00	.00
52-37-41	STORM WATER IMPACT FEES	.00	170,000.00	.00	160,000.00
	Total NON-OPERATING REVENUE:	147,733.00	770,000.00	150,733.38	740,000.00
NON-OPERATING REVENUE					
52-39-10	Intrest Earned	2,620.35	10,000.00	2,264.08	.00
	Total NON-OPERATING REVENUE:	2,620.35	10,000.00	2,264.08	.00
NON-OPERATING EXPENDITURES					
52-80-11	Salaries	33,734.76	185,000.00	43,769.68	195,000.00
52-80-13	Benefits	23,287.61	130,000.00	28,866.76	140,000.00
52-80-23	Travel &Training	.00	10,000.00	.00	10,000.00
52-80-24	Office Expense & Supplies	.00	.00	.00	.00
52-80-25	Auto Expense	.00	5,000.00	.00	5,000.00
52-80-33	Engineer Services	4,372.04	100,000.00	6,715.00	100,000.00
52-80-47	Department Supplies	2,284.00	60,000.00	169.32	50,000.00
52-80-50	Insurance & Surity Bonds	.00	20,000.00	.00	20,000.00
52-80-55	Depreciation	.00	95,000.00	.00	95,000.00
52-80-65	Utility Billing Expense	.00	15,000.00	.00	15,000.00
52-80-75	Capital Outlay	63,238.00	200,000.00	.00	500,000.00
52-80-92	TRANSFER TO DEBT SVC	.00	.00	.00	.00
	Total NON-OPERATING EXPENDITURES:	126,916.41	820,000.00	79,520.76	1,130,000.00
	WATER & SEWER UTILITY FUND Revenue Total:	150,353.35	780,000.00	152,997.46	740,000.00
	WATER & SEWER UTILITY FUND Expenditure Total:	126,916.41	820,000.00	79,520.76	1,130,000.00
	Total WATER & SEWER UTILITY FUND:	23,436.94	40,000.00-	73,476.70	390,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
ELECTRIC UTILITY FUND					
NON-OPERATING EXPENDITURES					
53-95-33	LOAN PRINCIPAL EXPENSE - UAMPS	.00	.00	.00	.00
53-95-79	CAPTIAL OUTLAY (NATURAL GAS)	.00	.00	.00	.00
Total NON-OPERATING EXPENDITURES:		.00	.00	.00	.00
ELECTRIC UTILITY FUND Expenditure Total:		.00	.00	.00	.00
Total ELECTRIC UTILITY FUND:		.00	.00	.00	.00

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
CEMETERY PERPETUAL CARE FUND					
REVENUE					
70-30-05	CEMETERY PERPETUAL CARE PMTS	4,000.00	11,000.00	4,000.00	15,000.00
70-30-10	INT. EARNED- PERPETUAL CARE	3,422.22	12,000.00	2,974.17	10,000.00
Total REVENUE:		7,422.22	23,000.00	6,974.17	25,000.00
LICENSES AND PERMITS					
70-32-10	TRANSFER FROM GENERAL FUND	.00	.00	.00	.00
70-32-90	FUND BALANCE TO APPROPRIATE	.00	.00	.00	.00
Total LICENSES AND PERMITS:		.00	.00	.00	.00
EXPENDITURES					
70-40-10	PERPETUAL CARE EXPENSES	.00	.00	.00	.00
70-40-42	BAD DEBT EXPENSE	.00	.00	.00	.00
70-40-50	TRANSFERS TO GF (CEM CAP PJCT)	.00	.00	.00	.00
70-40-70	TRANSFER TO OTHER FUNDS	.00	.00	.00	.00
70-40-71	CAPITAL OUTLAY	.00	50,000.00	.00	250,000.00
70-40-90	FUND BALANCE TO APPROPRIATE	.00	.00	.00	.00
70-40-99	TOTAL PERPEUTAL CARE EXPENSES	.00	.00	.00	.00
Total EXPENDITURES:		.00	50,000.00	.00	250,000.00
EXPENDITURES					
70-95-67	TRANSFER TO FUND BALANCE	.00	.00	.00	.00
Total EXPENDITURES:		.00	.00	.00	.00
CEMETERY PERPETUAL CARE FUND Revenue Total:		7,422.22	23,000.00	6,974.17	25,000.00
CEMETERY PERPETUAL CARE FUND Expenditure Total:		.00	50,000.00	.00	250,000.00
Total CEMETERY PERPETUAL CARE FUND:		7,422.22	27,000.00-	6,974.17	225,000.00-

Account Number	Account Title	2024-24 Prior year Actual	2024-25 Prior year Budget	2025-25 Current year Actual	2025-26 Current year Budget
GENERAL LONG TERM DEBT ACC GRP					
95-2550	STORM DRAIN CIB LOAN	.00	.00	.00	.00
Total GENERAL LONG TERM DEBT ACC GRP:		.00	.00	.00	.00
Grand Totals:		1,023,084.60	103,162.15-	161,293.19-	3,371,000.00-

Report Criteria:
Includes all accounts
Includes grand totals