

Daniel Town Council Meeting

Monday, September 14, 2026, at 5:00 PM
Wasatch County Services Building, Conference Room B
55 South 500 East Heber City, Utah

1. Possible Closed Session as permitted by UCA 52-4-205
2. Public Comment (please limit to 2 minutes per person)
3. 487 Cobble Creek Lane: Town Council Findings of Fact, Conclusions of Law, and Order; Notice of Compliance
4. Discussion of Town Staffing
5. Planning Commission Meeting Summary of August 19, 2026
6. Town Hall Meeting Summary of August 26, 2026
7. Business Licenses:
 - a. NEW:
 - i. Curbside RV & Home Maintenance
 - b. RENEWALS:
 - i. LLC Construction, Inc
 - ii. Brows by Megan
 - iii. Hungry Bunny Bakery
 - iv. The Pretzel Connection
8. DR 2026-09-14A: Interlocal Agreement for Snow Plowing
9. DR 2026-09-14B: Engagement letter with Gilbert & Stewart for 2025-26 AUP
10. Set a public hearing for code enforcement
11. Heber Light and Power discussion
12. Discussion of potential water rate increase
13. Discussion of Pledge of Allegiance and prayer with possible action
14. Southfield Waterline discussion
15. Council Reports
16. Planner Report/Update
17. Storm Haven and Daniel Water System Report/Update
18. Southfield Waterline Change Orders
19. Recorder's Office: Warrants approval, announcements
20. Approval of Minutes for August 3, 2026 Town Council Meeting, August 21, 2026 Town Council Special Meeting, and August 26, 2026 Town Hall Meeting
21. Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodation during the meeting should notify the Daniel clerk's office at 435-654-5062 at least one day before the meeting.

TOWN OF DANIEL
TOWN COUNCIL FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Property: 487 Cobble Creek Lane, Daniel, Utah

Parcel Number: 00-0020-4384

I. JURISDICTION AND PROCEDURAL HISTORY

The Daniel Town Council (“Council”) conducted a quasi-judicial public hearing on June 1, 2026, to consider the appeal of the Planning Director’s determination that the property located at 487 Cobble Creek Lane (the “Property”) was being used as a prohibited short-term rental and that activities occurring on the Property constituted a nuisance under the Daniel Town Code.

On November 10, 2025, the Planning Director issued a Notice of Violation and Cease and Desist Order determining that the Property was being operated as a prohibited short-term rental in violation of Daniel Town Code Section 8.21.26 and that the use of the Property constituted a nuisance under Daniel Town Code Section 1-3-2. The Notice directed the property owner to discontinue the prohibited use and advised the owner of the right to appeal.

The property owner timely requested a hearing before the Town Council. The hearing was initially scheduled for January 5, 2026, but was continued at the request of the property owner to permit the retention of legal counsel. The matter was subsequently continued while the parties explored settlement and the possibility of submitting the matter to an administrative law judge. During the continuance, the property owner represented that the Property would not be rented as a short-term rental while the appeal remained pending. Following additional complaints regarding the Property and the inability of the parties to resolve the matter, the appeal proceeded to hearing before the Council on June 1, 2026.

At the hearing, the Council received documentary evidence, proffered testimony from Town staff, testimony from neighboring property owners, testimony from the property owner’s representative, and argument from both parties before deliberating and unanimously voting to affirm the Planning Director’s determination.

II. FINDINGS OF FACT

After reviewing the documentary evidence and considering all testimony presented at the public hearing, the Council makes the following findings:

A. The Property and Applicable Ordinances

1. Anthony Reilly is the record owner of the Property located at 487 Cobble Creek Lane, Daniel, Utah.

2. The Property is located within the Town's P-160 zoning district.
3. Daniel Town Code Section 8.21.26 expressly prohibits owners or leaseholders from renting a dwelling as a short-term rental.
4. Daniel Town Code defines a short-term rental as the rental of a dwelling for overnight lodging for periods of not less than one night and not more than thirty days during which the owner or leaseholder has vacated the dwelling.
5. Daniel Town Code Section 1-3-2 defines a nuisance to include excessive or unwanted noise or conduct that interferes with another person's free use and enjoyment of his or her property.

B. Evidence Supporting the Planning Director's Determination

6. The Planning Director based the Notice of Violation upon multiple independent sources of evidence, including statements made by representatives of the Property during prior public meetings, complaints received from neighboring property owners, online marketing of the Property, and additional investigation conducted by Town staff.
7. The Council received evidence that the Property had been advertised through VRBO, Airbnb, and the Cobble Creek Ranch website as a destination for overnight lodging, weddings, retreats, and other organized events. Historical screenshots demonstrated that the Property was previously available for rentals of less than thirty days before the online listings were modified to require a thirty-day minimum stay.
8. The Council further finds persuasive the Planning Director's reliance upon statements previously made by representatives of the Property acknowledging that rentals had occurred, while asserting that family members constituted the majority of the users. The Council concludes that these statements constitute admissions that short-term rentals occurred, even if family members also made substantial use of the Property.

C. Neighbor Testimony

9. Several neighboring property owners testified regarding repeated disturbances associated with activities occurring on the Property over multiple years.
10. Neighboring property owners testified to observing weddings, organized events, buses transporting guests, corporate retreats, large numbers of vehicles, loud music extending late into the evening, fireworks, firearms activity, and repeated noise affecting neighboring properties.
11. Witnesses further testified that law enforcement had been contacted on multiple occasions because of activities occurring on the Property, including complaints relating to noise and firearms use. Although no evidence was presented establishing that citations were issued, the testimony regarding repeated law enforcement responses was credible and consistent among multiple witnesses.
12. The Council finds the testimony of neighboring property owners to be credible because it was detailed, consistent among multiple witnesses, and corroborated by documentary evidence regarding the marketing and operation of the Property.

D. Property Owner's Testimony

13. Drew Reilly testified on behalf of the Property Owner.
14. Mr. Reilly acknowledged that the Property had previously been advertised for short-term rentals but testified that reservations had been cancelled and that the online listings had been modified to require a minimum thirty-day rental period. He further testified that the owners intended to comply with the Town Code going forward.
15. Mr. Reilly also testified that the Property is frequently used for family gatherings, birthdays, weddings involving family members, recreational shooting, and an annual leadership training event, and asserted that such activities do not constitute prohibited short-term rentals because the owners are present during those events.
16. The Council finds Mr. Reilly's testimony credible insofar as it establishes that the Property is frequently used by the owners and their family members.
17. However, the Council does not find that such testimony rebuts the substantial evidence demonstrating that the Property has also been used as a prohibited short-term rental. The existence of lawful family use does not preclude the simultaneous existence of prohibited commercial short-term rental activity.
18. Likewise, although owner presence may be relevant to whether a particular event constitutes a short-term rental under the Town Code, owner presence does not preclude a finding that excessive noise and disturbances constitute a nuisance.

E. Overall Findings

19. Considering the entire record, the Council finds that substantial evidence establishes that the Property has been used as a prohibited short-term rental.
20. The Council further finds that substantial evidence establishes repeated disturbances that materially interfered with neighboring property owners' peaceful use and enjoyment of their properties.
21. The Council therefore finds that the Planning Director correctly determined that both violations existed.

III. CONCLUSIONS OF LAW

1. The Town Council has jurisdiction to hear this administrative appeal.
2. The Council's role is not to determine whether every allegation made by neighbors occurred exactly as described, but whether substantial evidence supports the Planning Director's determination.
3. The Council concludes that substantial evidence supports the finding that the Property has been used as a prohibited short-term rental in violation of Daniel Town Code Section 8.21.26.
4. The Council further concludes that substantial evidence supports the finding that activities occurring on the Property constitute a nuisance under Daniel Town Code Section 1-3-2.

5. The Council further concludes that modifications made to online listings after issuance of the Notice of Violation do not negate the prior violations or require reversal of the Planning Director's determination.
6. The Council concludes that the Planning Director properly interpreted and applied the Daniel Town Code.

IV. ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, the Daniel Town Council hereby ORDERS as follows:

1. The appeal is **DENIED**.
2. The Planning Director's Notice of Violation and Cease and Desist Order dated November 10, 2025, is **AFFIRMED**.
3. The Council determines that the Property has been used as a prohibited short-term rental in violation of Daniel Town Code Section 8.21.26.
4. The Council further determines that activities occurring on the Property constitute a nuisance under Daniel Town Code Section 1-3-2.
- 5.

V. APPEAL

Pursuant to Daniel Town Code Section 8.02.09, any person or entity affected by an administrative decision applying the Land Use ordinance may appeal that decision to the Board of Adjustment by alleging that there is an error in any order, requirement, decision, or determination by an official. Please be advised that a notice of Appeal and all supporting documents must be filed within thirty (30) days of decision or action taken by the official. Notice of Appeal shall be filed with the planning staff. Notice of Appeals shall state the administrative order, requirement, decision or determination from which the person or entity appeals, and shall specify the grounds for the appeal and circumstances related thereto. Any filings shall include copies of any documentary evidence or written arguments intended to be presented to the Board of Adjustment. A written appeal failing to specify grounds of appeal may be summarily dismissed by the Board of Adjustment, with or without prejudice. The brief should address all issues to be brought before the Board of Adjustment. Any new issues not addressed in the brief that are put forth at the hearing, shall be grounds to continue the matter to allow for adequate time to respond to the new issues.

ADOPTED by the Daniel Town Council this ____ day of _____, 2026.

Scott Kohler, Mayor

ATTEST:

Town Clerk

TOWN OF DANIEL
Eric Bunker
Planning Director
ericbunker@danielutah.org

July 6, 2026

Anthony Reilly
487 Cobble Creek Lane
Daniel, Utah 84032

**Sent via Certified U.S. Mail ()
and First Class U.S. Mail**

Anthony Reilly
98 S. Serrata Lane
Vineyard, Utah 84059
drewreilly36@gmail.com

RE: Notice of Compliance – 487 Cobble Creek Lane, Daniel, Utah (Parcel No. 00-0020-4384)

Dear Mr. Reilly:

On November 10, 2025, as the Daniel Town Planning Director, I issued a Notice of Violation and Cease and Desist Order determining that the property located at 487 Cobble Creek Lane (the "Property") was being used as a prohibited short-term rental in violation of Daniel Town Code Section 8.21.26. The Notice further advised that the Town had received complaints alleging that activities occurring on the Property constituted a nuisance under Daniel Town Code and directed that the identified violations cease.

Following the issuance of the Notice of Violation, the property owner appealed the determination. The Town Council affirmed this determination on June 1, 2026. Following this decision, you contacted the Town's legal council and informed him that the property owner had removed all listing and advertising of the Property as a short-term rental and that the property was no longer being used for a short-term rental.

The Town has subsequently reviewed publicly available information relating to the Property and has determined that the online listings previously advertising the Property for short-term rental occupancy through platforms such as VRBO and Airbnb have been removed. The Town has further determined that the Cobble Creek Ranch website has been removed so that it no longer advertises the Property as a venue for short-term lodging, overnight accommodations, or similar transient occupancy.

Based upon these corrective actions and the information presently available to the Town, the Town has determined that the Property currently appears to be in compliance with the provisions of Daniel Town Code prohibiting short-term rentals.

This Notice of Compliance is limited solely to the Property's current compliance status. It does not constitute a determination that no violations previously occurred, nor does it vacate, withdraw, or otherwise invalidate the Planning Director's November 10, 2025 Notice of Violation and Cease and Desist Order or the Town Council's findings affirming that determination. Rather, this Notice reflects the Town's determination that the corrective actions undertaken by the property owner have brought the Property into present compliance with the applicable provisions of the Daniel Town Code.

Nothing contained in this Notice shall be construed as:

1. Limiting the Town's authority to enforce the Daniel Town Code should future violations occur;
2. Authorizing the Property to resume short-term rental operations or other uses prohibited by the Daniel Town Code; or
3. Determining that activities occurring on the Property cannot constitute a nuisance under applicable law.

The Town appreciates the property owner's efforts to bring the Property into compliance and encourages continued adherence to the Daniel Town Code. Should the Property again be advertised, marketed, or used as a prohibited short-term rental, or should future nuisance conditions arise, the Town reserves the right to pursue all remedies authorized by the Daniel Town Code and Utah law.

If you have any questions concerning this Notice or the Town's land use regulations, please contact the Town Planning Director or the Town Attorney.

Respectfully,

Eric Bunker
Planning Director
Town of Daniel

cc: Mayor Scott Kohler
Town Council
Town Attorney
Town Clerk

Daniel Town Hall Meeting Summary

August 26, 2026

The August 26, 2026, Daniel Town Hall Meeting focused on public input for updating the Town's General Plan, Town Code, and land-use policies.

The main themes raised by residents were:

- Preserving Daniel's rural character: Many residents want Daniel to remain primarily rural, agricultural, and residential, with open space and mountain views protected.
- Industrial and commercial development: Several residents expressed concern about industrial or commercial uses being located next to residential areas. Suggestions included clearer zoning definitions and buffers between industrial, commercial, and residential properties.
- Mining and water: Residents raised significant concerns about new mining operations, gravel pits, and a possible cement plant, particularly their potential effects on Daniel's water supply and culinary water.
- Traffic and roads: Increased traffic, speeding, and large commercial trucks on rural roads—especially Daniels Road and 3000 South—were recurring concerns. Residents discussed whether the Town should eventually take greater control of its roads, although officials noted that doing so would be very expensive.
- Town finances and taxes: Some participants suggested that higher property taxes could provide funding for road maintenance, additional staff, planning, and code enforcement. Others noted that commercial and industrial development could generate revenue to support Town services.
- General Plan and Town Code: Residents encouraged the Town to make its code more specific and effective in managing growth and protecting neighboring properties. Officials emphasized that the General Plan would guide future Town decisions.
- State government involvement: Officials explained that Daniel operates under authority and regulations from the State of Utah, particularly regarding roads and certain codes. Residents were encouraged to stay involved with state-level government and legislation.
- Community involvement and communication: Residents were encouraged to attend monthly Town Council and Planning Commission meetings. Suggestions included

forming resident committees, broadcasting meetings on Zoom, and posting state legislators' contact information on the Town website.

- Future community amenities: Suggestions included planning for a Town park and cemetery.

Megan Goodrich

Clerk/Recorder



3500 S Highway 40 Unit A #2
Daniel, UT 84032
435-654-5062
danielutah.gov

APPLICATION FOR BUSINESS LICENSE

Name of Business: Curbside RV & Home Maintenance, LLC.
Name of Applicant: Paul & Lisa Dinga
Physical Address: 4758 S. Haven Estates DR. Heber City, UT 84032 (Daniel)
Mailing Address (if applicable): _____
Nature of Business: Mobile RV Repair & Home Maintenance Phone Number: _____
Email Address: _____

COMPLETE THE FOLLOWING INFORMATION:

Home Occupation: Yes (☒) No () \$60.00/year
Commercial: Yes () No (☒) \$120.00/year
New Business: Yes (☒) No () Renewal: Yes () No ()

State License #: _____

I/We are familiar with the Ordinance under which this license is applied and hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business. This application is subject to the approval of the Town Council of the Town of Daniel. (3-1-5 Daniel Code & Title 8).

Signature: [Signature] Date: 7/27/20

If the license is not paid thirty (30) days after the due date, or if the license is not obtained prior to opening the business, a penalty of 30% will be added to delinquency. All licenses expire annually of the following year.

Make checks payable to "The Town of Daniel" for \$60.00 (homebased)/\$120.00 (commercial)



Curbside RV & Home Maintenance provides fast, reliable, on-site repair, and general maintenance directly to your driveway, campsite, or doorstep. By combining Mobile RV, mechanical/systems expertise with versatile residential handyman services, we offer a single, convenient solution for homeowners and RV enthusiast alike who value high-quality work without the hassle of towing or scheduling multiple contractors. Our lean, mobile – first business model minimizes overhead, allowing us to deliver competitive pricing, quick response times, and trusted hands-on care for all your recreational vehicle and household needs.



FOUNDED 1898/ INCORPORATED 2006

3500 S Highway 40 Unit A #2
Daniel, UT 84032
435-654-5062
danielutah.gov

APPLICATION FOR BUSINESS LICENSE

Name of Business: LJC Construction Inc.

Name of Applicant: Layne Clyde

Physical Address: 61 Little Sweden Road

Mailing Address (if applicable): _____

Nature of Business: Construction

Phone Number: _____

Email Address: _____

COMPLETE THE FOLLOWING INFORMATION:

Home Occupation: Yes (☒) No () \$60.00/year

Commercial: Yes () No () \$120.00/year

New Business: Yes () No (☒) Renewal: Yes (☒) No ()

State License #: 7156723-5501

I/We are familiar with the Ordinance under which this license is applied and hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business. This application is subject to the approval of the Town Council of the Town of Daniel. (3-1-5 Daniel Code & Title 8).

Signature: _____ Date: 8-20-26

If the license is not paid thirty (30) days after the due date, or if the license is not obtained prior to opening the business, a penalty of 30% will be added to delinquency. All licenses expire annually of the following year.

Make checks payable to "The Town of Daniel" for \$60.00 (homebased)/\$120.00 (commercial)



3500 S Highway 40 Unit A #2
Daniel, UT 84032
435-654-5062
danielutah.gov

APPLICATION FOR BUSINESS LICENSE

Name of Business: Brow's By Megan

Name of Applicant: Megan Lee

Physical Address: 2981 South Daniel Rd

Mailing Address (if applicable): _____

Nature of Business: Brow's Phone Number: [REDACTED]

Email Address: _____

COMPLETE THE FOLLOWING INFORMATION:

Home Occupation: Yes (X) No () \$60.00/year

Commercial: Yes () No () \$120.00/year

New Business: Yes () No () Renewal: Yes (X) No ()

State License #: [REDACTED]

I/We are familiar with the Ordinance under which this license is applied and hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business. This application is subject to the approval of the Town Council of the Town of Daniel. (3-1-5 Daniel Code & Title 8).

Signature: Scott Kelly Date: 8-17/2026

If the license is not paid thirty (30) days after the due date, or if the license is not obtained prior to opening the business, a penalty of 30% will be added to delinquency. All licenses expire annually of the following year.

Make checks payable to "The Town of Daniel" for \$60.00 (homebased)/\$120.00 (commercial)



1375 S DANIELS RD. SUITE #8
HEBER CITY, UTAH 84032
BUS: (435)654-5062
WWW.DANIELLUTAH.ORG

APPLICATION FOR BUSINESS LICENSE

Name of Business: HUNGRY BUNNY BAKERY
Name of Applicant: Aime Gorkiewicz Sullivan
Physical Address: 2887 South Mill Road Unit 5B
Mailing Address (if applicable): _____
Nature of Business: Bakery Phone number: [REDACTED]
Email address: [REDACTED]

COMPLETE THE FOLLOWING INFORMATION:

Home Occupation: Yes () No (☒) \$60.00 per/year Commercial: Yes (☒) No () \$120.00 per/year
New Business: Yes () No (☒) New Owner: Yes () No (☒) Renewal: Yes (☒) No ()
State License #: 1080

I/We are familiar with the Ordinances under which this license is applied and hereby agree to conduct said business strictly in accordance with the laws and Ordinances covering such business. This application is subject to the approval of the Town Council of the Town of Daniel. (3-1-5 Daniel Code & Title 8).

Signature: [Signature] Date: 08/03/2026

If the license is not paid thirty (30) days after the due date, or if the license is not obtained prior to opening the business, a penalty of 30% will be added to delinquency. All licenses expire annually of the following year.

Please fill out and submit all pages of the business license application/renewal form.
Make all checks payable to "The Town of Daniel" for \$60.00 (Homebased) /\$120.00 (Commercial).



FOUNDED 1898/ INCORPORATED 2006

3500 S Highway 40 Unit A #2

Daniel, UT 84032

435-654-5062

danielutah.gov

APPLICATION FOR BUSINESS LICENSE

Name of Business: The Pretzel Connection

Name of Applicant: Meike Long

Physical Address: 2887 S Mill Rd Daniel, UT

Mailing Address (if applicable): [REDACTED]

Nature of Business: pretzel bakery Phone Number: [REDACTED]

Email Address: [REDACTED]

COMPLETE THE FOLLOWING INFORMATION:

Home Occupation: Yes () No () \$60.00/year

Commercial: Yes (X) No () \$120.00/year

New Business: Yes () No (X) Renewal: Yes (X) No ()

State License #: 84-4471839

I/We are familiar with the Ordinance under which this license is applied and hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business. This application is subject to the approval of the Town Council of the Town of Daniel. (3-1-5 Daniel Code & Title 8)

Signature: Robert Long Date: 9/9/26

If the license is not paid thirty (30) days after the due date, or if the license is not obtained prior to opening the business, a penalty of 30% will be added to delinquency. All licenses expire annually of the following year.

Make checks payable to "The Town of Daniel" for \$60.00 (homebased)/\$120.00 (commercial)

TOWN OF DANIEL, UTAH MUNICIPAL RESOLUTION

Number: DR-2026-09-14A

Approved Date: September 14, 2026
Effective Date: September 14, 2026

Short Title: Resolution authorizing Interlocal Agreement with Wasatch County for snow removal.

Purpose: Snow removal services to be provided to the Town of Daniel by Wasatch County for the winter season of 2026-27.

Resolution: Whereas, Chapter 13 of Title 11 of the Utah Code permits local governmental units to cooperate for mutual advantage and thereby provide service in a manner that will accord best with geographic, economic, population, and other factors, including the needs and development of local communities for the overall promotion of the general welfare of the State; and

Whereas, the Town desires that the County provide snow plowing services for the public roads located within the municipal boundaries of the Town of Daniel; and

Whereas, the County is able and willing to provide snow plowing services on a season-by-season basis; and

Whereas, the Town and the County desire to establish the terms of their cooperation to provide the aforementioned services,

The Daniel Town Council does hereby resolve and approves that an Interlocal Agreement be entered into between Wasatch County and the Town of Daniel for snow removal services for the winter season of 2026-27, and authorizes the mayor to negotiate, sign, and enter into such an agreement. Once signed, said agreement will be attached to this resolution as a permanent record.

INTERLOCAL AGREEMENT FOR SNOW PLOWING

This Interlocal Agreement ("Agreement") is entered into between Wasatch County, a political subdivision of the State of Utah (hereafter "County"), and _____ a public agency (Utah Code 11-13-103(19)) of the State of Utah (hereafter "the Agency") on this ____ day of _____, ____.

RECITALS

WHEREAS, the Utah Code permits public agencies, including political subdivisions, municipalities, and departments of the State of Utah, to cooperate with each other for mutual advantage and thereby to provide services in a manner that will accord best with geographic, economic, population and other factors including the needs and development of local communities for the overall promotion of the general welfare of the State (Utah Code 11-13-102 & 202); and

WHEREAS, the Agency desires that the County provide snow plowing services for the public roads located within the jurisdiction of the Agency; and

WHEREAS, the County is able and willing to provide snow plowing services on a season-by- season basis; and

WHEREAS the Agency and the County desire to establish the terms of their cooperation to provide the aforementioned services.

AGREEMENT

NOW THEREFORE, the County and the Agency hereby agree as follows:

- I. Services: The County hereby agrees to provide snow plowing services for the public roads located within the municipal boundaries of the Agency at the same general level as the service is provided to areas located in the unincorporated County. Attachment "A" hereto identifies the roads, and portions thereof, that are covered by this Agreement.
2. Fees: The Agency hereby agrees to pay the County current FEMA and Labor rates for snow plowing services that the County performs within the jurisdiction of the Agency and current rates per cubic yard of salt that the County uses within the jurisdiction of the Agency.
3. Term: As the County will be required to incur irrevocable expenses to prepare to perform its obligations under this Agreement, this Agreement will therefore be irrevocable for this Winter Season. This Agreement will expire at the conclusion of this winter season and will not be automatically renewed for the next winter season.
4. Payment: The County will send a billing statement for the hours of work performed and the salt used by the 10th of every month to the Town. The Town will pay said billing statements by the last day of the same month. If the County does not receive timely payment, the County may, at its discretion, (a) cease performance of this Agreement, (b) collect interest at the statutory pre-judgment rate, (c) collect any costs of collection, including reasonable attorneys' fees, and (d) collect any other applicable damages for breach, including a recovery of the investments the County incurred to be able to perform its obligations under this Agreement. The County's attorney fees, if incurred by attorneys who are employees of the County, shall be calculated at the then prevailing rate for attorneys in private practice with similar years of experience practicing law.

5. Contact Persons: In the event that issues relating to this Agreement arise that require discussion, the following shall be the contact persons:

a. For the County:

Terry Ekker, Director of Public Works Office: (435) 654-1661 tekker@wasatch.utah.gov

b. For the Agency:

Name/ Title	Phone	Email
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INTERLOCAL ACT REQUIREMENTS

1. No interlocal entity is created by this Agreement.
2. Pursuant to Utah Code Section 11-13-202.5, this Agreement has been reviewed by the attorney representing each Party.
3. Pursuant to Utah Code Section 11-13-207, this Agreement shall be administered by the County Public Works Director, Terry Ekker.
4. Pursuant to Utah Code Section 11-13-207, this Agreement does not provide for the joint acquiring, holding, or disposing of real or personal property.
5. Pursuant to Utah Code Section 11-13-209, this Agreement will be filed with the keeper of records of the County and of the Agency.
6. Each Party represents is has budgeted for the expenses associated with this Agreement. Otherwise, the Party shall have this Agreement approved by its legislative body, if the Party is a political subdivision, or if the Party is a state department, the director of the Agency. Utah Code 11-13-202.5.

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and month recited above,

WASATCH COUNTY:

AGENCY:

By:

County Manager

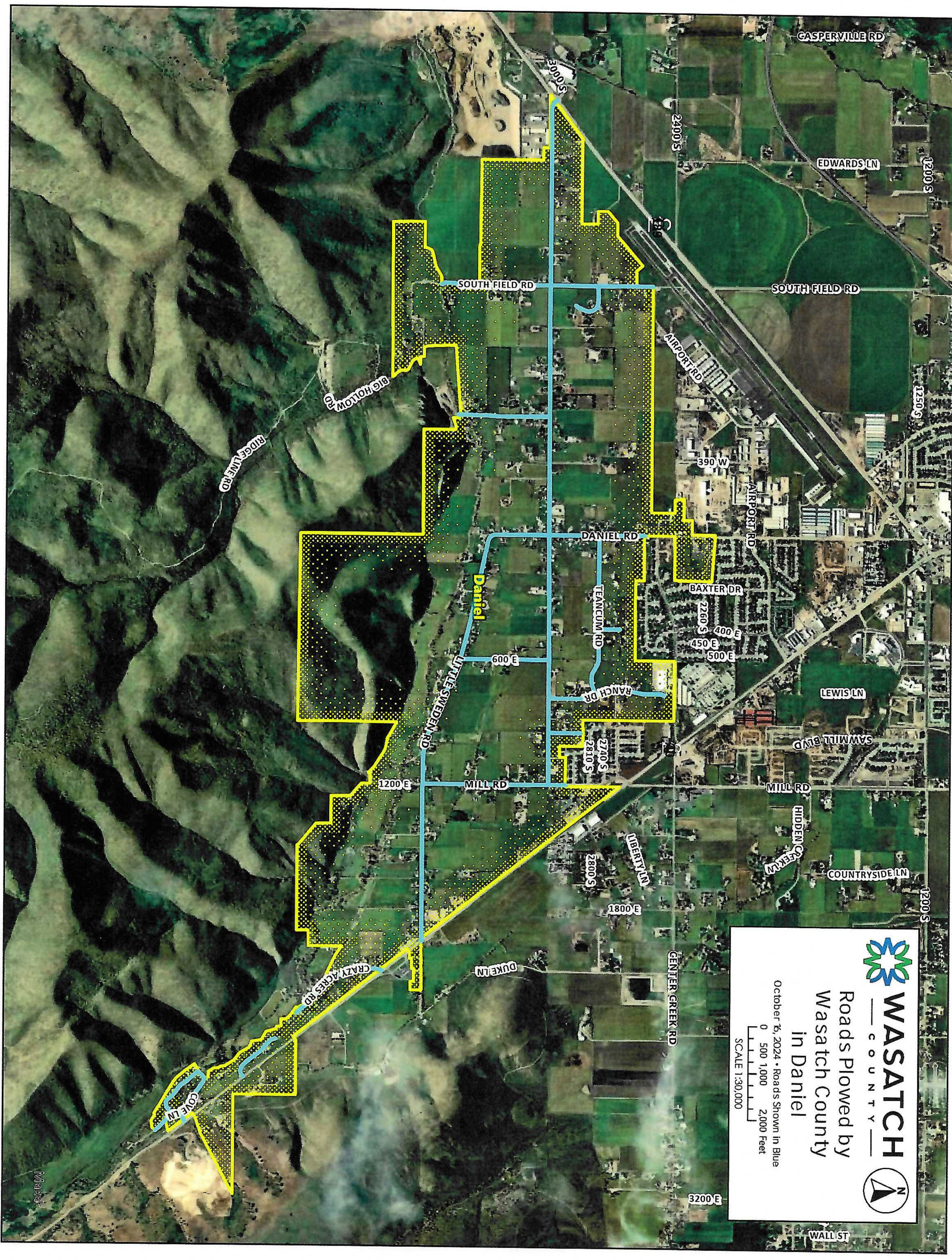
By:

Town Mayor

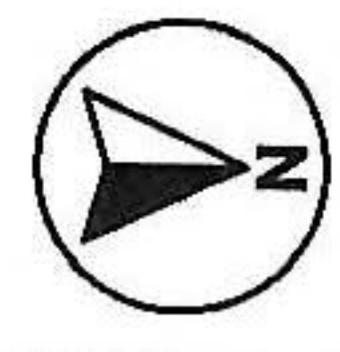
County Clerk

Town Clerk

Attach: Attachment A – Map.



**WASATCH**
— county —



Roads Plowed by
Wasatch County
in Daniel

October 6, 2024 • Roads Shown in Blue

0 500 1,000 2,000 Feet

SCALE 1:30,000

2026-2027 Interlocal Snowplow Agreement

From Amanda Simpson <ASimpson@wasatch.utah.gov>

Date Tue 9/1/2026 8:39 AM

To Megan Goodrich <Clerk@danielutah.org>

Cc Scott Kohler <mayor@danielutah.org>

 2 attachments (7 MB)

DANIEL TOWN ATTACHMENT A-MAP.pdf; Interlocal Plow Agreement.pdf;

Hello,

To ensure the uninterrupted continuation of snow-plowing services provided by Wasatch County during the 2026–2027 snow season, all required agreements must be signed and returned before services can be provided.

Steps to Complete the Agreement:

1. Review the Attached Agreement and Attachment A

Please carefully review the attached Snow Plowing Services Agreement, including the terms and conditions for the upcoming snow season.

Please also review *Attachment A*, which contains a map identifying the roads and service areas where Wasatch County will provide snow-plowing services. Please confirm that the areas shown on the map are accurate before signing the agreement. The rates charged under the agreement are based on the most current FEMA Schedule of Equipment Rates, Wasatch County's current employee costs, and the current cost of salt. Specific dollar amounts are not included in the agreement so that rates may be adjusted if these costs change during the year.

For reference, the current rates are:

SNOW REMOVAL COSTS

Dump Truck	FEMA Rate (#8722)	\$120.74	/HOUR
Plow	FEMA Rate (#8452)	\$13.80	/HOUR
Sander	FEMA Rate (#8456)	\$10.47	/HOUR
Operator	True Cost Rate	\$70.59	/HOUR
<u>TOTAL HOURLY RATE :</u>		<u>\$215.60</u>	<u>/HOUR</u>
<u>(1 TON = 1 CU YRDS) TOTAL COST PER CUBIC YARD:</u>		<u>\$48.35</u>	

2. Obtain the required signatures

On page 2 of the agreement, please complete the following sections:

ORDINANCE NO. _____

DATE: _____

**AN ORDINANCE ADOPTING CODE ENFORCEMENT AND COMMUNITY
PRESERVATION PROGRAM**

WHEREAS, Utah Code Annotated §§ 10-3-701 et seq. and other applicable provisions of Utah law authorize municipalities to adopt ordinances to protect the public health, safety, and welfare and to provide for the enforcement of municipal ordinances; and

WHEREAS, the Town has adopted numerous ordinances governing land use, public nuisances, business licensing, building and safety regulations, public ways, and other matters affecting the health, safety, and welfare of its residents; and

WHEREAS, the Town Council finds that the efficient, fair, and consistent enforcement of the Town Code is essential to maintaining safe neighborhoods, protecting property values, preserving the public peace, and ensuring compliance with duly enacted municipal regulations; and

WHEREAS, the Town Council further finds that the Town's existing code enforcement provisions are dispersed throughout various titles of the Town Code, resulting in inconsistent procedures and unnecessary administrative complexity; and

WHEREAS, the Town Council finds that adopting a unified Code Enforcement Title will establish consistent procedures for investigating alleged violations, providing notice, encouraging voluntary compliance, issuing administrative citations, pursuing civil and criminal remedies where authorized, conducting hearings when required, and recovering enforcement costs as permitted by law; and

WHEREAS, the Town Council recognizes that voluntary compliance is the preferred method of achieving compliance with the Town Code whenever reasonably possible and that formal enforcement actions should be undertaken in a fair, impartial, and consistent manner when voluntary compliance cannot be achieved; and

WHEREAS, the Town Council further finds that the adoption of standardized enforcement procedures will promote due process, improve administrative efficiency, provide greater clarity to property owners, residents, businesses, and Town staff, and ensure that similarly situated persons are treated consistently; and

WHEREAS, the Town Council intends that the Code Enforcement Title supplement, and not diminish, any enforcement authority, remedy, or procedure otherwise provided by Utah law or other provisions of the Town Code, unless expressly stated therein; and

WHEREAS, the Town Council has determined that adopting a comprehensive Code Enforcement Title serves the public interest and promotes the health, safety, and general welfare of the Town and its residents.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Daniel Town Council:

1. Enactment: Title 9 Code Enforcement and Community Preservation Program is enacted.

2. Severability: If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of this ordinance, or specific application of this ordinance, shall be severed from the remainder, which shall continue in full force and effect.

2. Direction to Mayor and Staff: The Mayor and staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law, including but not limited to compliance with the requirements of Utah Code § 10-3-711; and (b) to finalize and post the ordinance to Municode, including but not limited to making non-substantive edits to correct any scrivener's, formatting, and numbering errors.

3. Effective Date: This ordinance shall become effective immediately upon its posting.

ADOPTED AND APPROVED at a duly called meeting of the Daniel Town Council on this ____ day of ____ 20__.

TOWN OF DANIEL

By: _____
Scott Kohler, Mayor

ATTEST

Clerk

Town Council Vote as Recorded:

Councilmember Walton voting	_____
Councilmember Bennet voting	_____
Councilmember Grady voting	_____
Councilmember Rose voting	_____
Mayor Kohler voting	_____

(Complete as Applicable)

Date ordinance summary was posted to the Town of Daniel website, the Utah Public Notice website, and in a public place within the Town of Daniel per Utah Code §10-3-711: _____

Effective date of ordinance: _____

**SUMMARY OF
DANIEL TOWN ORDINANCE
DO 2026-_____**

On _____, 20____, the Daniel Town Council enacted DO 2026-_____ enacting Title 9.

TOWN OF DANIEL

By: _____
Scott Kohler, Mayor

ATTEST

Clerk

Town Council Vote as Recorded:

Councilmember Walton voting	_____
Councilmember Bennet voting	_____
Councilmember Grady voting	_____
Councilmember Rose voting	_____
Mayor Kohler voting	_____

A complete copy of DO 2026-_____ is available in the office of the Town Clerk, 3500 S Highway 40 Unit A #102, Heber Utah 84032.

Code Enforcement and Community Preservation Program

9.01.010 Short Title

This Title shall be known as the “Code Enforcement and Community Preservation Program.”

9.01.020 Authority

The Town promulgates this Code pursuant to Utah Code Ann. §§ 10-3-702- 703.7; 10-3-716; 10-8-60; 10-11-1, et seq.; and 76-10-801, et seq.

9.01.030 Declaration of Purpose

The Town finds enforcement of its Code and applicable state codes throughout the municipality to be an important public service. Code enforcement and abatement are vital to the protection of the public’s health, safety, and quality of life. The Council recognizes that comprehensive code enforcement starts with the drafting of precise regulations that can be effectively applied in administrative code enforcement hearings and judicial proceedings that use a combination of judicial and administrative remedies to achieve fair and equitable compliance, and which address the failure to comply through judicial action.

9.01.040 Scope

The provisions of this Title may be applied to any violation of the Town Code as an additional remedy to achieve compliance.

9.01.050 Existing Ordinances and Laws Continued

The provisions of this Title do not invalidate any other title or ordinance but shall be read in conjunction with the title or ordinance as an additional enforcement remedy and with any other applicable laws. If there is a conflict between this Title and another provision of the Town Code, this Title shall control.

9.01.060 Civil and Criminal Prosecution Right

The Town has sole discretion in deciding whether to file a civil or criminal case or both for the violation of any of its ordinances. The enactment of the administrative remedies in this Title shall not interfere with the Town’s right to prosecute ordinance violations as criminal offenses in a court of law. The Town may use any of the remedies available under the law in both civil and criminal prosecution. If the Town decides to file both civil and criminal charges for the same day of violation, no civil penalties may be assessed, but all other remedies will be available. The Town may at its discretion proceed with a civil enforcement action under this Title in district court without first holding an administrative hearing or exhausting other administrative remedies.

9.01.070 Effect of Headings

Title, chapter, part and section headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any title, chapter, part, or section hereof.

9.01.080 Validity of Title - Severability

If any provision of this Title is held to be invalid or unconstitutional by a court of competent jurisdiction, the decision of invalidity or unconstitutionality shall not affect the other provisions of this Title which can be given effect without the invalid or unconstitutional provision.

9.01.090 No Mandatory Duty - Civil Liability

It is the intent of the Council that in establishing performance standards or an obligation to act by the Town prosecutor, officer, employee, or designee, the standards or obligation shall not be construed to create a mandatory duty for purposes of tort liability if the officer, employee, or designee fails to perform his or her directed performance standards or obligation to act.

9.01.100 General Rules of Interpretation of Ordinances

For purposes of this Title:

Any gender includes the other gender(s).

“Shall” is mandatory; “may” is permissive.

The singular number includes the plural.

Any word or phrase used in this Title, and not specifically defined, shall be construed according to the context and approved usage of the language.

9.01.110 Definitions Applicable to Title Generally

The following words and phrases, as used in this Title, shall be construed as defined in this section, unless the context or subject matter requires a different meaning as specifically defined elsewhere in this Title and specifically stated to apply:

“Abate” or “Abatement” means any action the Town may take on public or private property and any adjacent property as may be necessary to remove or alleviate a violation, including demolition, removal, destruction, recycling, junking, landfilling, eviction of persons, repair, boarding, or securing property.

“Council” means the Town Council.

“Code Enforcement Lien” means a lien recorded to collect outstanding civil penalties, administrative fees, or costs.

“Code Enforcement Performance Bond” means a bond posted by a responsible person to ensure compliance with the Town Code, applicable state titles, a judicial action, or an administrative code enforcement order.

“County” means Wasatch County, Utah.

“Hazardous Materials” means the same as that term is defined in Utah Code Section 10-11-1.

“Imminent Life Safety Hazard” means any condition that creates a present, extreme, or immediate danger to life, property, health, or public safety.

“Notice of Compliance” means a document issued by the Town, representing that the violations outlined in the notice of violation have been remedied and the property is in compliance with applicable codes.

“Notice of Satisfaction” means a document or form approved by the Town or designee, which states that all outstanding civil penalties and costs have been paid in full, negotiated to an agreed amount, or resolved by a subsequent administrative or judicial decision. The property shall also be in compliance with the requirements of the notice of violation.

“Notice of Violation” means a written notice prepared by an enforcement official that informs a responsible person of any code violation and orders the person to take certain actions to correct the violation.

“Person” means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, sergeant, officer, or employee of any of them, or any other entity that is recognized by law as the subject of rights or duties.

“Property Owner” means the record owner of real property based on the county assessor’s records.

“Public Nuisance” means any condition caused, maintained, or permitted to exist that constitutes a threat to the public’s health, safety, and welfare or that significantly obstructs, injures, or interferes with the reasonable or quiet use of property in a neighborhood, community, or by a considerable number of persons. A public nuisance also has the same meaning as set forth in the Utah statute.

“Responsible Person” means a person who has charge, care, or control of any premises, dwelling, or dwelling unit as the legal or equitable owner, agent of the owner, lessee, or as an executor, administrator, trustee, or guardian of the estate of the owner. In all cases, the person with legal title to any premises, dwelling, or dwelling unit shall be considered a responsible person, with or without accompanying actual possession thereof.

9.01.120 Acts Include Causing, Aiding and Abetting

If any act or omission is made unlawful in this Title, it shall include causing, permitting, aiding, or abetting the act or omission.

9.01.200 Part 2 - Service Requirements

9.01.210 Service of Process

If service in person or by mail is required to be given under this Title, service shall be made in accordance with Utah Code Ann. § 10-11-2 unless another form of service is required by law.

If service complies with the requirements of this Part, it shall be considered to be a valid service even if a party claims not to have received the service and it shall not affect the validity of any proceedings taken under this Title. The failure to serve all responsible persons shall not affect the validity of any proceedings.

9.01.220 Construction Notice of Recorded Documents

If a document is recorded with the County Recorder as authorized or required by this Title or applicable state statute, recordation shall provide constructive notice of the information contained in the recorded documents.

9.01.300 Part 3 - General Authority and Offenses

9.01.310 General Enforcement Authority

If the Town or designated enforcement official finds that a violation of the Town Code or applicable state code has occurred or continues to exist, the enforcement procedures may be used as provided in this Title. The Town or any designated enforcement official has the authority and power necessary to enforce compliance with the provisions of the Town Code and applicable state code provisions, including issuing notices of violation or administrative citations, inspecting public or private property, abating public and private property, or using other judicial and administrative remedies available pursuant to the Town Code or state statute. The Town may elect to proceed with an action in District Court without first exhausting administrative remedies.

Chapter 9.04 Administrative Code Enforcement Procedures

9.04.010 Notice of Violation

1. If the Town or any designated enforcement official determines that a violation of the Town Code or applicable state codes has occurred or continues to exist, the Town or enforcement official may issue a notice of violation to a responsible person. The notice of violation shall include the following information and shall comply with Utah Code § 10-11-2 or the applicable successor statute(s):

- a. Name of the property owner of record according to the records of the County Recorder;
- b. Street address of violation;
- c. Nature and results of the examination and investigation conducted;
- d. Date and approximate time the violation was observed;
- e. All code sections violated and descriptions of the condition of the property that violates the applicable codes;
- f. A statement explaining the type of remedial action required to permanently correct outstanding violations, which may include corrections, repairs, demolition, removal, eradication, destruction, or other appropriate action;
- g. A specific date for the responsible party to correct the violations listed in the notice of violation or appeal the notice of violation, which date shall be at least fifteen days from the date of service unless the Town determines that the violation requires emergency abatement.
- h. Explanation of the consequences if the responsible person fails to comply with the terms and deadlines as prescribed in the notice of violation, which may include criminal prosecution; civil penalties; revocation of permits; recordation of the notice

of violation; withholding of future municipal permits; abatement of the violation by the Town and re-payment to the Town for the costs of the abatement; other costs incurred by the Town; administrative fees; and any other legal remedies;

i. Civil penalties shall begin to accrue immediately on expiration of the date to correct violations;

j. The amount of the civil penalty on each violation and that the penalty shall accrue daily until the property is brought into compliance;

k. Only one notice of violation is required for any 12-month period, and civil penalties begin immediately upon any subsequent violation of the notice. The responsible person may request a hearing on the renewed violation by following the same procedure as provided for the original notice;

l. Procedures to appeal the notice and request a hearing, including the amount of the appeal fee, as provided in the adopted fee schedule and consequences for failure to request one, including that failure to appeal waives all defenses to the notice of violation and the Town, or designee, may order the abatement of the property without a subsequent hearing or order; and

m. Procedures to request an inspection after the violation has been abated.

n. The notice of violation shall be served as required by this Title.

2. More than one notice of violation may be issued against the same responsible person if it encompasses different dates, or different violations.

9.04.020 Failure to Bring Property into Compliance

If a responsible person fails to bring a violation into compliance within the compliance period specified in the notice of violation:

1. Civil penalties shall be owed to the Town for each and every subsequent day of violation;

2. If the responsible person does not request a hearing on the notice of violation within the required period specified in the notice of violation, the Town may:

a. schedule the abatement of violations on the property specified in the notice of violation;

b. schedule a default hearing with the Administrative Law Judge; or

c. bring an enforcement and abatement action in the district court.

d. Failure to comply with the notice of violation is a Class C misdemeanor.

9.04.030 Inspections

It shall be the duty of the responsible person served with a notice of violation to request in writing an inspection when the responsible person's property has been brought into compliance. It is prima facie evidence that the violation remains on the property if no inspection is requested. Civil penalties accumulate daily until the property has been inspected and a notice of compliance is issued. Re-inspection fees shall be assessed if more than one inspection is necessary.

9.04.040 - Emergency Abatement

Whenever the Town determines that an imminent life safety hazard exists that requires immediate correction or elimination, the Town may exercise the following powers without prior notice to the responsible person:

1. Order the immediate vacation of any tenants, and prohibit occupancy or entry until all repairs are completed, provided that an order prohibiting entry shall specify how entry is to be made to mitigate damage, complete repairs, retrieve personal property, or for any other purpose, if any, during the abatement process;
2. Post the premises as unsafe, substandard, or dangerous;
3. Board, fence, or secure the building or site;
4. Raze, grade, and remove that portion of the building or site to prevent further collapse or any hazard to the general public;
5. Make any minimal emergency repairs as necessary to eliminate any imminent life safety hazard; or
6. Take any other action appropriate to eliminate the emergency.
7. The Town and its agents have the authority for good cause to enter the property without a search warrant or court order to accomplish the above listed acts to abate the safety hazard.
8. The responsible person shall be liable for all costs associated with the abatement of the life safety hazard. Costs may be recovered pursuant to this Title.

9.04.050 Procedures

The Town shall pursue only the minimum level of correction or abatement as necessary to eliminate the immediacy of the hazard. Costs incurred by the Town during the emergency abatement process shall be assessed and recovered against the responsible person through the procedures provided in this Title.

The Town may also pursue any other valid and legal administrative or judicial remedy to abate any remaining violations.

9.04.060 Notice of Emergency Abatement

After an emergency abatement, the Town shall notify the owner or responsible person of the abatement action taken in writing. This notice shall be served within ten days of completion of the abatement and will describe in reasonable detail the abatement actions taken.

9.04.400 Part 4 - Abatement of Hazardous Materials

9.04.410 Authority

If the Town determines that a structure has been closed to occupancy or entry by a local health department due to contamination from hazardous materials, the Town may appoint a municipal

inspector for the purpose of implementing and complying with the provisions of Utah Code § 10-11-1. The Town may authorize abatement of the interior of the structure to eliminate or remove hazardous materials within a structure that has been closed to occupancy or entry by a local health department or fire department.

9.04.420 Notice of Hazardous Material Abatement

1. If the Town or any designated enforcement official determines that a structure has been closed by the local health department or fire department for hazardous materials, the Town or enforcement official will issue a notice of hazardous material abatement to a responsible person.
2. The notice of hazardous material abatement shall include the following information and shall comply with Utah Code § 10-11-2 or the applicable successor statute:
 - a. Name of the property owner of record according to the records of the County Recorder;
 - b. Street address of violation;
 - c. Nature and results of the examination and investigation conducted;
 - d. Date and approximate time the violation was observed;
 - e. All code sections violated and descriptions of the condition of the property that violates the applicable codes;
 - f. A statement explaining the type of remedial action required to permanently correct outstanding violations, which may include corrections, repairs, demolition, removal, eradication, destruction, or other appropriate action;
 - g. A specific date for the responsible party to correct the violations listed in the notice of hazardous material abatement or appeal the notice of hazardous material abatement, which date shall be at least 180 days from the date of service;
 - h. Explanation of the consequences if the responsible person fails to comply with the terms and deadlines as prescribed in the notice of violation, which may include criminal prosecution; civil penalties; revocation of permits; recordation of the notice of violation; withholding of future municipal permits; abatement of the violation by the Town and re-payment to the Town for the costs of the abatement; other costs incurred by the Town; administrative fees; and any other legal remedies;
 - i. Civil penalties shall begin to accrue immediately on expiration of the date to correct violations or the appeal and administrative proceeding process is completed;
 - j. The amount of the civil penalty on each violation and that the penalty shall accrue daily until the property is brought into compliance;
 - k. Procedures to appeal the notice and request a hearing, including the amount of the appeal fee, as provided in the adopted fee schedule, and consequences for failure to request one, including that failure to appeal waives all defenses to the notice of hazardous material abatement and the Town, or designee, may order the abatement of the property without a subsequent hearing or order; and
 - l. Procedures to request an inspection after the violation has been abated.
3. The notice of hazardous material abatement shall be served by one of the methods of service described in this Title.

9.04.430 Certified Decontamination Specialist

A responsible person, owner, or occupant must use a certified decontamination specialist to abate hazardous materials as described in Utah Code § 19-6-906.

9.04.440 Restricting Access

The Town may issue an order limiting or restricting access to a structure and the real property appurtenant to the structure while the municipal inspector or a certified decontamination specialist destroys, removes, or abates hazardous materials within the structure.

9.04.450 Authority

If the Town determines that a property or building requires demolition, the Town may demolish or remove the offending structure, or exercise any or all of the powers listed in this Title once appropriate notice has been given to a responsible person pursuant to the Uniform Abatement of Dangerous Buildings Code or Uniform Fire Codes as required under state law, provided that the notice shall include a written description of the Town's findings, explaining the need for the demolition and citations to the applicable ordinances or laws authorizing the demolition. The responsible person shall be liable for all costs associated with the demolition. Costs may be recovered pursuant to this Title.

9.04.460 Procedures

Once the Town has determined that the Town Chief Building Official or the Fire Department has complied with all of the notice requirements of the applicable laws, the property will be demolished. Other applicable remedies may also be pursued.

9.04.500 Part 5 - Appeal and Hearing Procedures

9.04.510 Declaration Of Purpose

The Council finds that there is a need to establish uniform procedures for administrative code enforcement hearings conducted pursuant to the Town Code. It is the purpose and intent of the Council to afford due process of law to any person who is directly affected by an enforcement action. Due process of law includes notice, an opportunity to participate in the enforcement hearing, and an explanation of the reasons justifying the action. These procedures are also intended to establish a forum to efficiently, expeditiously, and fairly resolve issues raised in any administrative code enforcement action.

9.04.520 Authority and Scope of Hearings

The Administrative Law Judge or District Court shall preside over hearings of the Town Code violations. The Administrative Law Judge shall develop policies and procedures to regulate the hearing process for any violation of the Town Code and applicable state codes that are handled pursuant to the administrative abatement procedures, emergency abatement procedures, demolition procedures, or administrative citation procedures. If there is a conflict between the appeal procedures in this Title and the appeal procedures in another code incorporated by the Town, this Title shall control.

9.04.530 Appeal and Request for Administrative Code Enforcement Hearing

1. A person served with one of the following documents or notices has the right to appeal by requesting a code enforcement hearing, if the request is filed within 15 calendar days from the date of service of one of the following notices:

- a. Notice of violation;
 - b. Notice of itemized bill for costs; or
 - c. Notice of emergency abatement;
2. A person served with a notice of hazardous material abatement shall have the right to appeal by requesting an administrative code enforcement hearing, if the request is filed within 180 calendar days from the date of service.
3. The request for hearing shall be made in writing and filed with the Town or as otherwise indicated in the notice of violation. The request shall contain the following:
 - a. the case number,
 - b. the address of the violation,
 - c. a statement of the legal and factual basis supporting the overturning the notice of violation; and
 - d. the signature of the responsible person.
4. The request for hearing shall be accompanied by payment of the appeal fee, the amount of which shall be provided in the Town Fee Schedule.
5. Failure to provide all the information required and payment of the appeal fee may result in the dismissal of the appeal without a hearing.
6. As soon as practicable after receiving the written notice of the request for hearing, the Town shall schedule a date, time, and place for the hearing with the Administrative Law Judge and serve a Notice of Hearing on the responsible person, or notify the responsible person that the appeal has been referred to the District Court.
7. If an appeal is referred to the District Court, the party shall have 30 days from the service of the notice of referral to file the appeal with District Court.
8. Failure to request a hearing as provided shall constitute a waiver of the right to a hearing and a waiver of the right to appeal the action.

9.04.540 Hearings and Orders

If the responsible person fails to request a hearing before the expiration of the 15 calendar day required deadline, the Town may:

1. Schedule the abatement of the property and serve a notice of abatement on the responsible party.
2. Request a default hearing, with the Administrative Law Judge or District Court and notify the responsible person of the date, time, and place of the hearing by serving the notice as set forth in this title.
3. A default hearing may be scheduled for all cases that have outstanding or unpaid civil penalties, fines, fees, and/or costs due to the Town before collection.

4. At any hearing, the responsible person shall have the opportunity to present evidence to show that good cause exists, as defined in this Title, to do one or more of the following in addition to any other rights afforded under other provisions of the Town Code or applicable law:

1. Waive or reduce the fines which have accumulated;
2. Postpone an abatement action by the Town; or
3. Excuse the responsible person's failure to request a hearing within the 15-day period.

If the responsible person fails to establish good cause to take one or more of the actions set forth in paragraph (4), the Administrative Law Judge or District Court shall review the notice of violation and any other relevant information included in the case file. The Administrative Law Judge and District Court shall not accept any other evidence. If the evidence shows that the violations existed, the Administrative Law Judge or District Court shall enter an order requiring abatement of the violations, and the payment of all fines and fees.

Fines shall run until the Town or other duly authorized representative of the Town issues a Notice of Compliance stating when the violations were actually abated.

9.04.550 Notification of Administrative Code Enforcement Hearing

The Administrative Law Judge or the Town shall provide written notice of the day, time, and place of the hearing to a responsible person as soon as practicable prior to the date of the hearing, with the format and contents of the hearing provided in accordance with rules and policies promulgated by the Administrative Law Judge.

9.04.560 Powers of the Administrative Law Judge

The Administrative Law Judge has the authority to conduct an adjudicative proceeding, determine if any violation of the Town Code exists, order compliance with the Town Code, and enforce compliance as provided in this Title on any matter subject to the provisions of this Title. The Administrative Law Judge may compel the attendance of a witness and production of a document or other evidence, administer an oath, take testimony, and receive evidence as necessary.

The Administrative Law Judge may continue a hearing based on good cause shown by one of the parties to the hearing. The Administrative Law Judge must enter on the record the good cause on which a continuance is granted.

The Administrative Law Judge, at the request of any party to the hearing, may sign subpoenas for witnesses, documents, and other evidence. All costs related to the subpoena, including witness and mileage fees, shall be borne by the party requesting the subpoena. The Administrative Law Judge shall develop policies and procedures relating to the issuance of subpoenas in administrative code enforcement hearings, including the form of the subpoena and related costs.

The Administrative Law Judge has continuing jurisdiction over the subject matter of an administrative code enforcement hearing for the purposes of granting a continuance; ordering compliance by issuing an administrative code enforcement order using any remedies available

under the law; ensuring compliance with that order, which includes the right to authorize the Town to enter and abate a violation; modifying an administrative code enforcement order; or, where extraordinary circumstances exist, granting a new hearing.

The Administrative Law Judge has the authority to require a responsible person to post a code enforcement performance bond to ensure compliance with an administrative code enforcement order.

9.04.570 Procedures at Administrative Code Enforcement Hearing

Administrative code enforcement hearings are intended to be informal. Formal rules of evidence and discovery do not apply; however, an informal exchange of discovery may be required. The request shall be in writing. Failure to request discovery may not be a basis for a continuance. Complainant information is protected and shall not be released unless the complainant is a witness at the hearing. The procedure and format of the administrative hearing shall follow the procedures promulgated by the Administrative Law Judge.

The Town bears the burden of proof at an administrative code enforcement hearing to establish the existence of a violation of the Town Code or applicable state codes.

The standard of proof to be used by the Administrative Law Judge in deciding the issues at an administrative hearing is whether the preponderance of the evidence shows that the violations exist.

Each party shall have the opportunity to cross-examine witnesses and present evidence in support of his or her case. A written declaration signed under penalty of perjury may be accepted in lieu of a personal appearance. Testimony may be given by telephone or other electronic means. The Administrative Law Judge may accept testimony offered by proffer. All hearings are open to the public, but public notice is not required. All hearings shall be recorded.

The recording may be audio or video. Hearings may be held at the location of the violation. The responsible person has a right to be represented by an attorney. If an attorney is representing the responsible person at the hearing, notice of the attorney's name, address, and telephone number shall be provided to the Town at least one day prior to the hearing. If notice is not given, the hearing may be continued at the Town's request, and all costs of the continuance assessed to the responsible person.

No new hearing shall be granted, unless the Administrative Law Judge determines that extraordinary circumstances exist which justify a new hearing.

9.04.580 Failure to Attend Administrative Code Enforcement Hearing

Any party whose property or actions are the subject of any administrative code enforcement hearing and who fails to appear at the hearing is considered to have waived the right to a hearing, and will result in a default judgment, provided that proper notice of the hearing has been provided.

9.04.590 Administrative Code Enforcement Order

Once all evidence and testimony are completed, the Administrative Law Judge shall issue, or cause the prevailing party to circulate, an administrative code enforcement order that affirms, modifies, or rejects the notice or citation. The Administrative Law Judge may increase or decrease the total amount of civil penalties and costs that are due pursuant to the Town's fee schedule and the procedures in this Title.

The parties may enter into a stipulated agreement, which must be signed by both parties. This agreement shall be entered as a stipulated administrative code enforcement order. Entry of this agreement shall constitute a waiver of the right to a hearing and the right to appeal.

The Administrative Law Judge may order the Town to enter the property and abate all violations, including demolitions and the removal of vehicles, garbage, animals, and other property kept in violation of the Town Code.

The Administrative Law Judge may revoke a kennel permit, an animal license, or the right to possess animals as provided in the Town Code.

As part of the administrative code enforcement order, the Administrative Law Judge may condition the total or partial assessment of civil penalties on the responsible person's ability to complete compliance by specified deadlines.

The Administrative Law Judge may schedule subsequent review hearings as may be necessary or as requested by a party to the hearing to ensure compliance with the administrative code enforcement order.

The Administrative Law Judge may order the responsible person to post a performance bond to ensure compliance with the order.

The administrative code enforcement order shall become final on the date of the signing of the order.

The administrative code enforcement order shall be served on all parties by any one of the methods listed in this Title.

9.04.595 Failure to Comply with Order

Upon the failure of the responsible person to comply with the terms and deadlines set forth in the administrative code enforcement order, the Town may abate the violation as provided in this Title and use all appropriate legal means to recover the civil penalties and administrative costs to obtain compliance.

9.04.600 Part 6 - Administrative Enforcement Appeals

9.04.610 Appeal of Administrative Code Enforcement Hearing Decision

Any person adversely affected by any administrative decision made pursuant to this Chapter may file a petition for review of the decision or order by the district court within 30 days after the decision is rendered.

No person may challenge in district court an administrative code enforcement hearing officer's decision until that person has exhausted his or her administrative remedies.

Within 120 days after submitting the petition, the party petitioning for appeal shall request a copy of the record of the proceedings, including transcripts of hearings when necessary. The Administrative Law Judge shall not submit copies of files or transcripts to the reviewing court until the party petitioning for appeal has paid all required costs, including the cost of a licensed court reporter transcribing all relevant recorded hearings. The petitioning party's failure to properly arrange for copies of the record, or to pay the full costs for the record, within 180 days after the petition for review was filed shall be grounds for dismissal of the petition.

If a transcript of a hearing cannot be prepared because the tape recording is incomplete or unintelligible, the district court may remand the matter to the Administrative Law Judge for a supplemental proceeding to complete the record. The district court may limit the scope of the supplemental proceeding to issues that, in the court's opinion, need to be clarified. The district court's review is limited to the record of the administrative decision that is being appealed. The court shall not accept nor consider any evidence that is not part of the record of that decision.

The courts shall:

Presume that the administrative code enforcement hearing officer's decision and orders are valid;
And Review the record to determine whether or not the decision was arbitrary, capricious, or illegal.

9.04.620 Civil Penalties Assessed

The Council shall establish policies to assist in the assessment of civil penalties for administrative citations.

Civil penalties shall be assessed immediately for each violation listed on the administrative citation. The penalties shall be those established in the Town's Fee Schedule. Payment of the penalty shall not excuse the failure to correct the violations, nor shall it bar further enforcement action by the Town.

9.06.630 Declaration of Purpose

The Council finds that there is a need for alternative methods of enforcement for violations of the Town Code and applicable state codes that are found to exist on real property. The Council further finds that an appropriate method of enforcement for these types of violations is the issuance and recordation of notices of violation.

The procedures established in this Part shall be in addition to criminal, civil, or any other remedy

established by law that may be pursued to address the violation of The Town Code or applicable state codes.

9.06.640 Authority

Whenever the Town determines that a property or violation has not been brought into compliance as required in this Title, the Town has the authority, in its discretion, to record the notice of violation or administrative code enforcement order with the County Recorder's Office.

9.06.650 Procedures for Recordation

Once the Town has issued a notice of violation to a responsible person, and the property remains in violation after the deadline established in the notice of violation, and no request for an administrative hearing has been filed, the Town may record a notice of violation with the County Recorder's Office.

If an administrative hearing is held, and an order is issued in The Town's favor, the Town may record the administrative code enforcement order with the County Recorder's Office.

The recordation shall include the name of the property owner, the parcel number, the legal description of the parcel, and a copy of the notice of violation or order.

The recordation does not encumber the property but merely places future interested parties on notice of any continuing violation found upon the property.

9.06.660 Service of Notice of Recordation

A notice of the recordation shall be served on the responsible person and the property owner pursuant to any of the methods of service set forth in this Title.

9.06.670 Failure to Request

The failure of any person to file a request for an administrative code enforcement hearing when served with a notice of violation shall constitute a waiver of the right to an administrative hearing and shall not affect the validity of the recorded notice of violation.

9.06.680 Notice of Compliance - Procedures

When the violation has been corrected, the responsible person or property owner may request an inspection of the property from the Town. Upon receipt of a request for inspection, the Town shall re-inspect the property as soon as practicable to determine whether the violations listed in the notice of violation or the order have been corrected, and whether all necessary permits have been issued and final inspections have been performed.

The Town shall serve a notice of satisfaction to the responsible person or property owner as provided in this Title, if the Town determines that:

- the violation listed in the recorded notice of violation or order has been corrected;
- All necessary permits have been issued and finalized;
- All civil penalties assessed against the property have been paid or satisfied; and
- The party requesting the notice of satisfaction has paid all administrative fees and costs.

If the Town denies a request to issue a notice of satisfaction, upon request, the Town shall serve the responsible person with a written explanation setting forth the reasons for the denial. The written explanation shall be served by any of the methods of service listed in this Title.

9.06.690 Authority to Withhold Issuance of Municipal Permits

If a property is in violation, the Town may withhold business licenses; permits for kennels; or permits for any alteration, repair, or construction pertaining to any existing or new structures or signs on the property, or any permits pertaining to the use and development of the real property or the structure. The Town may withhold permits until a notice of satisfaction has been issued by the Town. The Town may not withhold permits that are necessary to obtain a notice of satisfaction or that are necessary to correct serious health and safety violations if the violator has otherwise satisfied the compliance standards. Nothing in this section shall be construed as prohibiting the Town from denying a permit if the application is insufficient or denial is otherwise warranted.

9.06.691 Cancellation of Recorded Notice of Violation

The Town or responsible person shall record the notice of satisfaction with the County Recorder's Office. Recordation of the notice of satisfaction shall cancel the recorded notice of violation.

9.06.692 Failure to Pay Penalties

The failure of any person to pay civil penalties assessed within the specified time may result in the Town pursuing any legal remedy to collect the civil penalties as provided in the law.

9.06.693 Recovery of Costs

If actual costs are incurred by the Town on a property to obtain compliance with provisions of the Town Code and applicable state codes, the Town may assess costs against the responsible person. Once a notice of violation has been issued, the property will be inspected one time. Any additional inspections shall be subject to re-inspection fees pursuant to the applicable Town fee schedule as adopted in the Town's annual budget.

9.06.694 Administrative Fees

The Town or the Administrative Law Judge is authorized to assess administrative fees for costs incurred in the administration of this program, such as investigation of violations, preparation for hearings, hearings, and the collection process. The fee assessed shall be the amount set in the applicable Town fee schedule.

9.06.500 Part 5 - Injunctions

9.06.510 Violations - Injunctions

In addition to any other remedy provided under the Town Code or state codes, including criminal prosecution or administrative remedies, any provision of the Town Code may be enforced by an injunction issued in the District Court upon a suit brought by the Town.

In any action for an injunction, the Town only needs to establish the existence of a violation for an injunction to issue.

9.06.600 Part 6 - Performance Bonds

9.06.610 Performance Bond

As part of any notice, order, or action, the Town or Administrative Law Judge has the authority to require responsible persons to post a performance bond to ensure compliance with The Town Code, applicable state codes, or any judicial action.

If the responsible person fails to comply with the notice, order, or action, the bond will be forfeited to The Town. The bond shall not be used to offset the other outstanding costs and fees associated with the case.

Chapter 9.08 Recover of Code Enforcement Penalties and Costs

9.08.110 Declaration of Purpose

The Council finds that recordation of code enforcement tax liens will assist in the collection of civil penalties, administrative costs, actual costs, and administrative fees assessed by the administrative code enforcement hearing program or judicial orders. The Council further finds that collection of civil penalties, costs, and fees assessed for code enforcement violations is important in deterring future violations and maintaining the integrity of The Town's code enforcement system.

The procedures established in this Part shall be used to complement existing administrative or judicial remedies that may be pursued to address violations of The Town Code or applicable state codes.

9.08.120 Procedures for Tax Liens Without a Judgement

Once The Town has abated a property, the Town shall prepare an Itemized Statement of Costs incurred in the removal and destruction of the violations and deliver them to the Town after completion of the work of removing the violations.

The Town shall send, by registered mail to the property owner's last known address, a copy of the Itemized Statement of Costs informing the property owner that a code enforcement tax lien is being recorded for the amount of actual costs of abatement. Payment shall be due within 30 calendar days from the date of mailing.

Upon receipt of the Itemized Statement of Costs, the Town, shall record a Code Enforcement Tax Lien against the property with the County Treasurer's office.

The failure of any person with a financial interest in the property to actually receive the notice of the lien shall not affect the validity of the lien or any proceedings taken to collect the outstanding costs of abatement.

9.08.130 Procedures for Tax Liens with A Judgement

Once a judgment has been obtained from the appropriate court assessing costs against the responsible person, the Town may record a code enforcement tax lien against any real property owned by the responsible person.

9.08.140 Cancellation of Code Enforcement Tax Lien

Once payment in full is received for the outstanding civil penalties and costs, or the amount is deemed satisfied pursuant to a subsequent administrative or judicial order, the Town shall either record a Notice of Satisfaction of Judgment, or provide the Responsible Person, property owner, or financial institution with the Notice of Satisfaction of Judgment so that it can record this notice with the county recorder's office. The notice of satisfaction of judgment shall include the same information as provided for in the original Code Enforcement Tax Lien. Such notice of satisfaction of judgment shall cancel the code enforcement tax lien.

9.08.150 Recovery of Costs by Writ of Execution

After obtaining a judgment, the Town may collect the obligation by using all available legal remedies. This may include the execution on personal property owned by the responsible person by filing a writ with the applicable court, garnishment of paychecks, financial accounts, and other income or financial assets by filing a writ with the applicable court.

9.08.160 Allocation of Civil Penalties

Civil penalties collected pursuant to this Part shall be deposited in the General Fund of The Town. Civil penalties deposited in this fund shall be appropriated and allocated in a manner determined by the Mayor and the Town Council. The Town Council shall establish accounting procedures to ensure proper account identification, credit, and collection.

AGREEMENT TO IMPROVE DEVELOPMENT — WATER FACILITIES [USE THIS FORM WHEN THE OWNER IS NOT A CONTRACTOR, BUT REQUIRES A CONTRACTOR TO PERFORM THE WORK] THIS AGREEMENT is made and entered into this 10 day of April, 2026, by and between Daniel Town AUTHORITY, hereinafter called the "Authority," and Jason Whaley hereinafter called the "Owner."

A. In the near future, the Owner desires to install a water main or mains and appurtenances to service property, identified as: C-900 -8" waterline west to east on north owner's property in the P.U.E. and a fire hydrant in cul-de-sac right of way and a water service can. (meter) for future Residence.

B. The Authority will own and operate such facilities after acceptance, if constructed in the manner set forth herein.

C. The parties desire, by this Agreement, to provide for the construction and completion of such facilities. NOW, THEREFORE, it is agreed:

1. The Owner hereby agrees, at his own cost and expense, to furnish all labor, equipment, and material to perform and complete, in a good, workmanlike manner, according to the plans and specifications attached as Exhibit A hereto and made a part of this Agreement, and in accordance with other special conditions noted therein, (1 Acre foot of exchangeable water) and any other plans or specifications referred to in this Agreement, the following subdivision improvements: 8" waterline across north west property line of lot, with all facilities, hydrants, valves, thrust protection Etc. with associated inspections and recording of easements and legal documentation.

(the "Improvements"). If the Improvements are not completed within one hundred eighty (180) calendar days from the date of this Agreement, the Owner may be required to modify the Improvements to conform to the standards of the Authority in effect at that future date.

No Certificate of Occupation CO. for the residence will be issued until all improvements pass inspection of Authority, Fire, State Drinking Water requirements.

2. The Owner agrees that the work shall be done by a licensed contractor, and that the work shall be subject to inspection by and to the satisfaction of the Authority, and the Improvements shall not be deemed complete until approved and accepted in writing by the Authority. The Owner shall execute a written contract with an Authority-approved qualified third-party contractor for the performance of such work, and shall provide a fully executed copy of such contract to the Authority. The third-party contractor shall be named as the "Principal" on the Payment Bond, and the Performance Bond. The estimated cost of said Improvements is the sum

of \$ 40,925.67 (see impact fee analysis) as further set forth in Exhibit B attached hereto and incorporated herein by reference. The Owner's obligation under this Agreement extends to the completion of the Improvements, as described herein, and is not limited by the amount of the cost estimate. The Owner further agrees that the cost estimate is an estimate only, not intended to constitute a limitation on the obligations of the Owner.

3. The plans and specifications incorporated into this Agreement shall conform to the current standards of the Authority. However, if construction of the Improvements is not commenced within six (6) months of the date of the execution of this Agreement by the Authority, the Owner will be required to conform to the standards applicable on the date upon which construction is commenced. No Improvements will be installed prior to the execution of this Agreement. The Improvements shall not be installed until the plans and specifications therefor have been signed as reviewed by the Authority.

4. The Authority shall not, nor shall any officer or employee of the Authority, be liable for any portion of the expense of the aforesaid work for the Improvements or for the payment of any labor or materials furnished in connection therewith. Further, nothing in this Agreement shall require the Authority to perform or complete any work for the Improvements required of Owner pursuant to this Agreement.

5. The Authority shall be allowed to inspect the Improvements during all stages of construction. The Authority shall be notified a minimum of forty-eight (48) hours prior to the commencement of construction.

6. The Owner shall pay to the Authority, upon execution of this Agreement, and prior to commencement of any work hereunder, the amount of the deposit set forth \$250.00 for inspection fees in to this Agreement for the purposes described therein.

7. In addition, the Owner shall pay all applicable fees and charges, including meter fees and capacity charges and monthly fees in accordance with the Authority's rate schedule, as it exists. Current fees are set forth by resolution from time to time by the Authority and is included in the water service agreement, Exhibit C to this Agreement. The Owner shall pay for all water for construction purposes in accordance with the Authority's Rates and Rules, and Standard Practices.

8. The Owner shall provide for compaction testing per requirements of the Authority.

9. The Owner shall be responsible for consumer-side connection of proposed project meters, pipe, valves, thrust blocking and hydrant apparatuses including the installation of consumer ball valves.

10. The Owner shall obtain, at its expense, all necessary permits required by the county, state, or other public agencies, in connection with the construction of the Improvements.

11. The Owner shall convey to the Authority the necessary minimum 20-foot-wide easements covering the property in which the Improvements are located at all instances where Improvements are not located in a dedicated street. The Owner shall have its engineer provide the Authority with a legal description and an 8-1/2-inch x 11-inch plat of easements. The plat shall fully locate and describe the easement, and shall be in such format as the Authority may require and be recorded at the County recorder's office.

12. The Owner or its contractor shall file with the Authority, at the time of submitting this Agreement for approval by the Authority, the following Improvement securities: A. A good and sufficient Payment Bond in an amount not less than one hundred percent (100%) of the estimated cost of said work and Improvements as above specified, securing payment to the contractor, its subcontractors, and to persons renting equipment or furnishing labor or materials to them for the Improvements. Said bond shall contain the provisions set forth in Section 9550 of the Utah Civil Code and shall inure to the benefit of those persons referred to therein.

B. A good and sufficient Performance Bond in an amount of not less than one hundred percent (100%) of the estimated cost of said work and Improvements as above specified for the faithful performance of the terms and conditions of this Agreement. If such bond is provided by the Owner's contractor, the Authority shall be named as co-oblige thereon. In lieu of filing the Performance Bond, the Owner may furnish other Improvement security acceptable to the Authority in its sole discretion.

\$10,750.00 impact fee is the Said Improvement security and shall be in the same amount and for the same purposes as the bond, as above specified, and in a form satisfactory to the Authority.

D. No Improvements will be installed prior to the acceptance by the Authority of the Payment Bond, Performance Bond (or alternative security), and Certificate of Insurance.

13. The Authority may make such changes, alterations, or additions to the plans and specifications, attached hereto, as may be determined necessary and desirable by the Authority for the proper completion of the said work and Improvements, and no such changes, alterations, or additions shall relieve the surety or sureties on any bond given for the faithful performance of this Agreement. The plans and specifications attached hereto shall be signed as approved by the Authority prior to commencement of the work.

14. In the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, said extension may be granted by the

Authority and shall in no way affect the validity of this Agreement or release the surety or sureties of any securities provided under this Agreement.

15. The Owner shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. Utah Fair Labor Code Sections et seq., as well as Utah Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The Owner agrees to fully comply with and to require its contractor(s) and subcontractors to fully comply with such Prevailing Wage Laws. The Owner hereby agrees to indemnify and hold the Authority harmless for any and all claims arising from or relating to compliance with the Prevailing Wage Laws by the Owner or its subcontractors.

16. By its signature hereunder, the Owner certifies that it is aware of the provisions of Section 3700 of the Utah Labor Code, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the services.

17. The Owner or its contractor shall carry insurance in accordance with ("Insurance Requirements") to this Agreement and shall file proof of such insurance with the Authority at the time of submitting this Agreement for approval by the Authority. All such policies of insurance shall name the Authority as an additional insured as further set forth.

18. The Authority shall not, nor shall any officer or employee of the Authority, be liable or responsible for any accident, loss, or damage happening or occurring to the work or Improvements specified in this Agreement prior to the completion and acceptance of the same, nor shall Authority, nor any officer or employee of the Authority, be liable for any persons or property injured by reason of said work or Improvements, but all of said liabilities shall be assumed by the Owner, who agrees to indemnify and save harmless the Authority and the officers and employees of the Authority from and against any and all claims, demands, losses, costs, and causes of action of any nature, and any expense incident to defense thereof (including attorney's fees), for injury to or death of persons or damage to property arising out of the construction of the Improvements. The Owner further agrees to protect the Authority and the officers and employees of the Authority from all liability or claims because of, or arising out of, the use of any patent or patented article in the construction of said Improvements. If the Owner contracts with or otherwise causes a third-party contractor to perform any of the work hereunder, it shall require such contractor and its subcontractors to indemnify the Authority, its officers and employees to the same extent required under this Section.

19. The Improvements constructed by the Owner's contractor shall be connected to the existing water lines of the Authority in a manner approved by the Authority. If Improvements are constructed in private streets, the streets shall be curbed and/or constructed such that no damage to paving, structures, or landscaping will result from full flow fire hydrant testing or from failure of Authority water facilities.

20. Acceptance of the Improvements shall not be made until the following requirements have been complied with:

A. All work has been completed in accordance with the plans and specifications, all gate wells have been set flush with the street surface, and meter boxes set to finish grade;

B. A set of original plans (erasable double-matte 4-mil Mylar prints), corrected to conform to the work as constructed, has been submitted to the Authority.

C. The Owner shall furnish the Authority with satisfactory proof (ordinarily in the form of a title company report) that no liens were filed against the project prior to the expiration of the lien period. The Authority will not accept the Improvements unless they are free of mechanic's liens.

21. After completion of the Improvements in accordance with the approved plans and specifications, and not less than thirty-five (35) days after the filing with the County Recorder of a "Notice of Completion" by the Authority, the Improvements shall be considered as donated to the Authority and shall be owned and operated by the Authority, if accepted by the Authority. After acceptance by the Authority, the Improvements shall be operated by the Authority in accordance with the rules and regulations of the Authority.

22. The Owner shall provide for construction staking and surveying for the proposed Improvements. Monuments and stakes previously installed which are removed, altered, or destroyed prior to the completion of the Improvements and their acceptance by the Authority shall be installed by the Owner within thirty (30) days after such acceptance by the Authority.

23. The Owner shall, and hereby does, guarantee all work for a period of one (1) year after date of acceptance of work by the Authority, and shall repair or replace any and all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one (1) year period from date of acceptance of the work by the Authority without expense whatsoever to the Authority, ordinary wear and tear, unusual abuse, or neglect excepted. The Authority will give notice of observed defects with reasonable promptness. The Owner shall notify the Authority upon completion of repairs. In the event of an emergency, the Authority may make the repairs and the Owner shall be liable for all expenses incurred. In the event the Owner fails to comply with the Authority's request for correction within one (1) week after being notified in writing by the Authority, the Authority is hereby authorized to proceed to have the defects repaired and make good at the expense of the

Owner, who hereby agrees to pay the cost and charges therefor, immediately upon demand. In the event the Authority elects to repair the defective work, such action by the Authority will not relieve the Owner of the guarantees provided in this Section. The Owner shall procure and enforce contractual warranties at least as broad as the foregoing from its contractor ensuring correction of defective work or materials within no more than one (1) week after the Owner receives written notification thereof; however, in the event Owner's contractor or its surety fails to perform such warranty obligation the Owner shall remain liable for performance of the warranty obligations herein.

24. This Agreement shall be binding on and inure to the heirs and successors in interest to the Owner. In the event Owner or such successor shall violate any provision hereof, the Authority reserves the right to terminate this Agreement and to refuse to accept the Improvements, at its sole discretion. Attachments: Exhibit A - "[trench details]" Exhibit B - "[fee schedule]" Exhibit C - "[Daniel Municipal Water Agreement]" Exhibit D - "[Whaley Contract]" IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day first above written. Town of

Daniel AUTHORITY OWNER By Scott Kohler Mayor Scott Kohler May 22 2026 Date:

Jason Whaley Owner Jason Whaley 4-27-26 Date:

EXHIBIT A&D PLANS AND SPECIFICATIONS EXHIBIT E COST ESTIMATE 1. ESTIMATED CONSTRUCTION COST OF IMPROVEMENTS: A. \$ B. C. TOTAL ESTIMATE \$ 2. BOND AMOUNTS AND/OR INSTRUMENT OF CREDIT: A. Laborer's and Materialmen's Payment Bond: 100% \$ B. Faithful Performance Bond (or alternative security): 100% \$ 3. FEES: A. Meter(s): \$ TBD.i. ii. B. Authority Capacity Fee(s): i. ii. C. Daniel Town Water Authority (DTWA) Capacity Charge(s): i. ii. TOTAL \$ 4. DEPOSITS: A. Final Detail Design -- Plans and Specifications \$ B. Acceptance of Improvements C. Inspection and Connection TOTAL \$ 5 TOTAL FEES AND DEPOSITS: \$ 6. The above figures are estimates only and may vary accordingly. Upon completion of installation, costs will be computed, and a billing or refund will be issued as appropriate. 7. In the event a six-month period elapses from the date of preparation of this Exhibit B, the above estimated fees and deposits must be revised and are subject to the condition of agreement with the Authority.

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Jason Whaley [OWNER] and Whaley Construction [CONTRACTOR], hereinafter designated the "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated water facilities proposed to be accepted by the Town of Daniel Authority [AUTHORITY], which agreement dated April 10 2026, and identified as:

Whaley Construction is hereby

referred to and made a part hereof; and WHEREAS, said Principal is required to furnish a bond in connection with such agreement; providing that if said Principal or any of his/her or its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies use in, upon, for or about the performance of the work to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and his/her Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth. NOW THEREFORE, we the Principal and

_____, a corporation organized and duly authorized to transact business under the laws of the State of Utah, as Surety, are held and firmly bound unto OWNER AND AUTHORITY, as co-obliges, in the penal sum of

_____ [\$ _____] which amount is not less than One Hundred Percent (100%) of the contract amount, payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her Subcontractors, his/her or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his/her Subcontractors pursuant to Section 103020 of the Unemployment Insurance Code with respect to such labor, all as required by the provisions of Title XV, Chapter 7, Sections 9550-9566 inclusive, of the Civil Code of the State of Utah and acts amendatory thereof, so furnishing other codes of the State of Utah referred to therein and acts amendatory thereof, so furnishing said materials, provisions, provender, equipment, or other supplies, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring implements or machinery or power for or contributing to said work to be done. or any person who performs work or labor upon the same, or any person who supplies both work and materials therefore, shall have complied with the provisions of said laws, then said Surety will pay the same in an amount not exceeding the sum hereinabove set forth. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of Utah so as to give a right of action to such persons or their assigns in any suit brought upon this bond. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed.

UTAH ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of Utah) County of _____) On _____ before me, Date _____ Insert

Name and Title of the Officer personally appeared Name(s) of Signer(s) _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature _____ of Notary Public Place Notary Seal Above NOTE: This acknowledgment is to be completed for Contractor/Principal. UTAH ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §

is hereby referred to and made a part hereof; and WHEREAS, said Principal is required under the terms of said agreement to furnish a Faithful Performance Bond connection with said agreement. NOW THEREFORE, we the Principal and _____, a corporation organized and duly authorized to transact business under the laws of the State of Utah, as Surety, are held and firmly bound unto the OWNER and AUTHORITY, as co-obligees, in the penal sum of _____

[\$ _____] lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents. The conditions and provisions of this obligation are such, that if the above-bounden Principal, his/her or their heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep, and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified including, but not limited to, the guarantee of all work and materials for a period of one (1) year after the date of the Notice of Completion, but in no way limiting any remedies available under other provisions of law including, but not limited to, Utah Code of Civil Procedure, and in all respects according to their true intent and meaning, and shall indemnify and save harmless OWNER and AUTHORITY, as co-obligees, and all of their respective officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of CONTRACTOR

remains. THE SURETY HEREBY stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes in the agreement or to the work or to the specifications. Said Surety hereby waives the provisions of sections 2819 and 2845 of the Civil Code of the State of Utah.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on _____, 20_____. (Corporate Seal) Contractor/ Principal By Title (Corporate Seal) Surety By Attorney-in-Fact (Attach Attorney-in-Fact Certificate) Title (ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED, IF APPLICABLE. AGREEMENT SHALL BE ATTACHED.)

UTAH ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of Utah) County of _____) On _____ before me, Date Here _____ Insert Name _____ and Title _____ of the Officer personally appeared Name(s) of Signer(s) _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature _____ of Notary Public Place Notary Seal Above NOTE: This acknowledgment is to be completed for Contractor/Principal.

UTAH ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of Utah) County of _____) On _____ before me, Date Here _____ Insert Name _____ and Title of the Officer personally appeared Name(s) of Signer(s) _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing

paragraph is true and correct. WITNESS my hand and official seal. Signature _____ of
Notary Public Place Notary Seal Above NOTE: This acknowledgment is to be completed for the
Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must
also be attached.

EXHIBIT D INSURANCE REQUIREMENTS At the time of submitting this Agreement for approval by
the Authority, the Owner shall submit one (1) copy of evidence of insurance (ACORD Form 25-5,
or equivalent) commonly known as "Certificate of Insurance," together with amendatory
endorsements or copies of the applicable policy language effecting coverage required by this
Exhibit D. The certificates are to be completed by the Owner's or its contractor's insurance
carrier(s) and signed by an authorized agent(s) of the insurance company(ies). The Owner shall
not commence or permit its contractor to commence any work until such "Certificate of
Insurance" is in the hands of and approved by the Authority. The current insurance
requirements and limits are shown below and may be modified from time to time.

- A. **Commercial General Liability Insurance:** At all times during the performance of the work
under this Agreement, including the warranty period, the Owner shall maintain or shall
require its contractor to maintain Commercial General Liability (CGL) Insurance, on a per
occurrence basis in a form and with insurance companies acceptable to the Authority.
Coverage for Commercial General Liability Insurance shall be at least as broad as the
following: Insurance Services Office Commercial General Liability coverage (Occurrence
Form CG 00 01 12 07) and must include coverage for the following: Bodily Injury and
Property Damage Personal Injury/Advertising Injury Premises/Operations Liability
Products/Completed Operations Liability Aggregate Limits that Apply per Project
Explosion, Collapse, and Underground (UCX) Exclusion deleted Contractual Liability with
respect to this Agreement Broad Form Property Damage Independent Contractors
Coverage Such policy shall name the Authority, the Board, and each member of the
Board, its officers, employees, agents, and volunteers as Additional Insureds under the
policy. Additional insured status shall be provided in the form of an endorsement to the
Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available,
through the addition of both CG 20 10 and CG 20 37. The general liability program may
utilize either deductibles or provide coverage excess of a self-insured retention, subject
to written approval by the Authority. B. **Automobile Liability:** At all times during the
performance of the work under this Agreement, the Owner shall maintain or shall
require its contractor to maintain Automobile Liability Insurance for bodily injury and
property damage including coverage for owned, non- owned and hired vehicles in a form
and with insurance companies acceptable to the Authority. Coverage for automobile
liability insurance shall be at least as broad as Insurance Services Office Form Number CA
00 01 (ed. 6/92) covering automobile liability, Code 1 (any auto), or if the named insured

has no owned autos, hired, (Code 8) and non-owned autos (Code 9). The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the Authority. Such policy shall name the Authority, the Board and each member of the Board, its officers, employees, agents, and volunteers as Additional Insureds under the policy. C. Workers' Compensation / Employer's Liability Insurance: At all times during the performance of the work under this Agreement, and for twenty-four (24) months following the date or recording of the Notice of Completion, the Owner shall maintain or shall require its Contractor to maintain workers' compensation insurance in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified in this Exhibit D.

B. The workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority. Before beginning the work, the Owner shall furnish to the Authority satisfactory proof that it or its contractor has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her or through subcontractors in carrying out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of Utah and any acts amendatory thereof.

C. Contractor's Equipment Insurance: At all times during the performance of the work, the Owner shall maintain or shall require its contractor to maintain contractor's equipment insurance on an "all risk" basis covering equipment owned, leased, or used by Owner or contractor in the performance of the work. Such insurance shall include an insurer's Waiver of Subrogation in favor of the Authority, and will be in a form and with insurance companies acceptable to the Authority. Owner hereby releases and holds harmless and shall require its contractor to release and hold harmless the Authority for any loss or damage to equipment.

D Minimum Policy Limits Required: The following minimum insurance limits are required:
Combined Single Limit Commercial General Liability \$3,000,000 per occurrence/ \$5,000,000 aggregate for bodily injury and property damage Automobile Liability \$1,000,000 per accident for bodily injury and property damage Employer's Liability \$1,000,000 per employee Contractor's Equipment Replacement cost

F. Policy Provisions Required: All policies shall contain a provision for thirty (30) days advance written notice by the insurers to the Authority of any cancellation. All policies shall contain a provision stating that the policies are primary insurance and that the insurance of the Authority or any additional insureds shall not be called upon to contribute to any loss.

G. Waiver of Subrogation: Owner hereby grants and shall require its contractor to grant to Authority a waiver of any right to subrogation which any insurer of said Owner or contractor may acquire against the Authority by virtue of the payment of any loss under such insurance. Owner agrees to obtain and to require its contractor to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

H. Qualifying Insurers: All policies required shall be issued by acceptable insurance companies, as determined by the Authority, which satisfy the following minimum requirements: Insurance carriers shall be admitted to and authorized to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A" policyholder's rating and a financial rating of not less than "Class V" according to the latest Best Key Rating Guide.

I. Additional Insurance Provisions: The foregoing requirements as to the types and limits of insurance coverage to be maintained by Owner or its contractor, and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Owner or its contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification. If at any time during the life of the Agreement, the Owner fails to maintain or require its contractor to maintain in full force any insurance required herein, the Authority may acquire the necessary insurance and charge the cost thereof to the Owner who shall be responsible to pay such amount immediately. The Owner or its contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. The Authority may require the Owner to provide complete copies of all insurance policies as required under this Agreement. Neither the Authority, nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents, or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

J. Unemployment Insurance: Owner hereby agrees to accept exclusive liability or require its contractor to accept exclusive liability for contributions for unemployment insurance, old age pensions, or annuities, measured by wages, salaries, or other remuneration paid to employees of Owner or its contractor.

Authority Mayor Scott Kohler May 22 2024 Date

Owner-Jason Whaley Jason Whaley 4-10-2026 Date

Daniel Town Planning Report

Planner report 08 - 2026

Report for Planning and Zoning

Mark Haroldsen-2896 s Hwy 40. (development agreement issued, waiting on fire final)

Steiner- [REDACTED]. Extended permit issued. (addition under construction)

Brett & Amy Lloyd- [REDACTED] Addition to residence.

Derik and Jenn Gressman- [REDACTED]. Residence building under construction

Jason Whaley- [REDACTED]. New residence. (Under construction)

Jason Whaley- [REDACTED]. Accessory Structure (under review and awaiting new site plan)

Jason Whaley- waterline installation permit issued (pending water shares)

Doug and Julie Wagstaff – [REDACTED] Remodel (permit issued)

Mitchell Rouse- [REDACTED] addition to residence (permit Issued)

Geneva Rock- Conditional use application for quarry (at legal)

Brian Barton- [REDACTED] Res. Building (permit issued)

Brian Barton- [REDACTED] Accessory structure over 1500 sq.ft. (Site Plan modification)

Scott Bassett- [REDACTED]. Agricultural. Bldg. (permit issued)

Jeff Ritz- [REDACTED] - 20-4409 Agricultural Barn. (permit Issued)

Dan Dearden [REDACTED] - Agricultural building (permit issued)

Jamie Aguire- [REDACTED] Accessory structure Bldg. (permit issued)

Alpine Devcon- Jaren Davis 3150 s Hwy 40 Concept for commercial development

Bob Probst- [REDACTED] Agricultural barn permit.

Complaints/ legal actions:

Review of Geneva quarry permit

3000 s Mill rd. building moved on site without a permit.



Jones & DeMille
Engineering

www.jonesanddemille.com | 800.748.5275

ASSIGNMENT ORDER

In accordance with the General Services Agreement Between Owner and Consultant, dated September 11, 2024 ("Agreement"), Owner and Consultant agree as follows:

Project Information

Project Name: Daniel Town ■ 2025 1200 West Waterline Design
Project Number: 2508-057
Date: September 24, 2025
Project Manager: Matt Laurendeau

1. **Services of Consultant.** Consultant's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Consultant shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Consultant incorporates herein by reference those services set forth in Section A1.01 of Exhibit A of the Agreement and adds the following services specific to the Assignment:
 - a. The Scope of Work included in the Proposal provided as Attachment A, is hereby incorporated by reference.
2. **Owner's Responsibilities.** Owner shall have those responsibilities set forth the Proposal provided as Attachment A.
3. **Times for Rendering Services.** Consultant's services will be performed according to the Schedule set forth in the Proposal provided as Attachment A.
4. **Payments to Consultant.** Owner shall pay Consultant for the above assignment as follows:
 - a. The total fee for services under this Agreement is **\$11,340.**
 - b. For a detailed breakdown of project phases, billing methods, and estimated fees, please refer to the Proposal provided as **Attachment A.**

Execution of this Assignment Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon receipt of a copy of this Assignment Order signed by Owner.

JONES & DEMILLE ENGINEERING, INC.

Signature

CTO

Title

September 24, 2025, 2025

Date

DANIEL TOWN

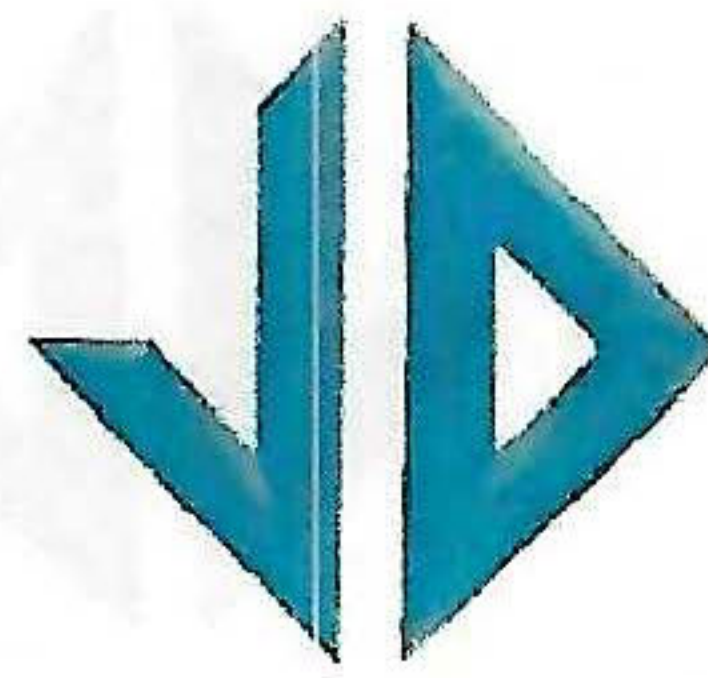
Signature

Title

Date



Megan Goodrich



Jones & DeMille
Engineering

www.jonesanddemille.com | 800.748.6275

August 20, 2025

Eric Bunker
Daniel Town
Daniel, UT 84032

RE: Daniel Town –1200 West Pipeline Design

Dear Mr. Bunker:

We appreciate the opportunity to provide a proposal for the above-referenced project. We understand Daniel Town intends to design a new culinary water pipeline along 1200 West.

Jones & DeMille Engineering (JDE) has the necessary resources and expertise to complete this important project. The proposed scope of work, assumptions, and fees are as follows:

SCOPE OF WORK

JDE will provide design services to support the installation of a new culinary water pipeline. The scope includes:

Design

- Set up a base map with field measured visible existing utilities.
 - We will request utility maps from each of the identified utility services in the area. It typically takes 2+ weeks to get maps, we proceed without the maps and verify when received.
- Conduct a site visit for field condition verification and field measurements.
- Prepare pipeline construction drawings (plan view only).
- Prepare pipeline details.
- Provide an opinion of probable construction cost.
- Update documents based on one round of Town comments.

Construction Administration

- Construction Kickoff meeting
- Submittal Reviews
- Onsite observation (12 hours)
- Pay Application Review
- Final Walkthrough

Deliverables will include electronic (PDF) pipeline drawings. Title Pages, Legends and General Notes sheets will not be included.

ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations apply:

- No topographic or boundary survey will be conducted.
- Drawings will include plan view only (no profiles or section views).
- Details will reference Town standards or APWA as appropriate.
- One round of revisions is included.
- If a meeting is required, it will be held virtually.
- We will work with Ryan Taylor to provide construction observations, which will be billed hourly.
- No in process construction meetings have been assumed.

SCHEDULE

JDE will work to complete the above scope of work in a reasonable, timely manner according to the project and funding needs. An earnest effort will be made to complete the services within owner's time constraints. We anticipate completed construction drawings to take approximately 1-2 weeks from time of signed assignment order.

FEES

The foregoing scope of work can be completed as follows:

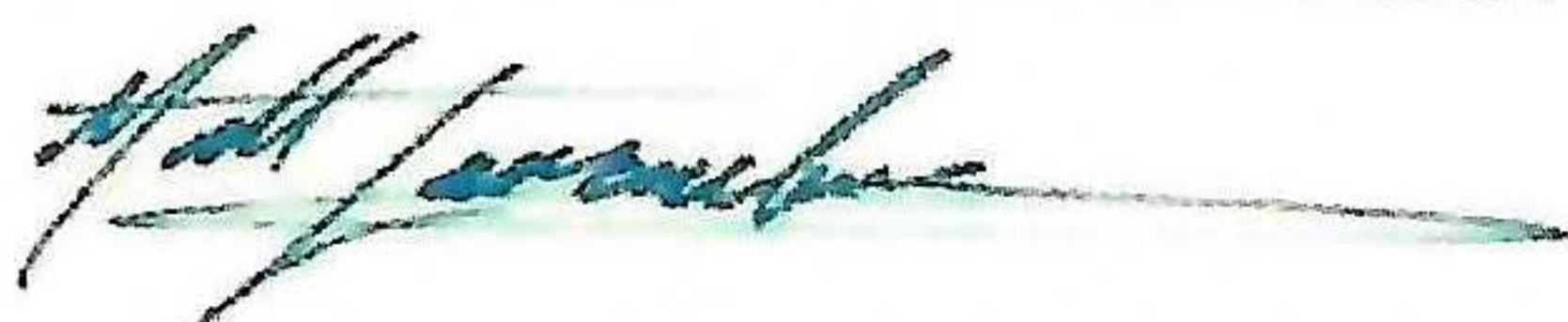
Design	\$5,550 (Lump Sum)
Construction Administration	\$5,790 (Hourly)
Total.....	\$11,340

Progress payments will be invoiced monthly throughout the project. Any adjustments to the scope can be completed for a negotiated lump sum fee or according to JDE's standard hourly rates.

CLOSURE

We appreciate and look forward to the opportunity to work on this important project. Our team has the proven capabilities to complete this work in a timely and efficient manner. We look forward to assisting Daniel Town in enhancing its water infrastructure. Please review this proposal and let us know if there are any questions or concerns.

Sincerely,
JONES & DeMILLE ENGINEERING, INC.


Matt Laurendeau, PE
Project Manager



Change Order

No. 1

Date of Issuance: September 4, 2026

Effective Date: September 4, 2026

Project: Southfield Road Waterline Extension	Owner: Town of Daniel, Utah	Owner's Contract No.:
Contract: Southfield Road Waterline Extension		Date of Contract: December 17, 2025
Contractor: MVC Construction Co., Inc.		Engineer's Project No.: 2508-057

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Removal and Replacement of CUWCD reducer concrete thrust block.

Attachments (list documents supporting change):

MVC PCO

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$88,200.00

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:

N/A

Contract Price prior to this Change Order:

\$88,200.00

Increase of this Change Order:

\$11,446.78

Contract Price incorporating this Change Order:

\$99,646.78

Original Contract Times: ☒ Working days ☐ Calendar days

Substantial completion (days or date): 60

Ready for final payment (days or date): 90

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: N/A

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 60

Ready for final payment (days or date): 90

Increase of this Change Order:

Substantial completion (days or date): 2

Ready for final payment (days or date): 2

Contract Times with all approved Change Orders:

Substantial completion (days or date): 62

Ready for final payment (days or date): 92

RECOMMENDED:

By: Matt Laurendeau
Engineer (Authorized Signature)

Date: Sep 04 2026

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: Scott Kohler
Owner (Authorized Signature)

Date: Sep 04 2026

ACCEPTED:

By: Mark Lloyd
Contractor (Authorized Signature)

Date: Sep 04 2026

Date: Sep 04 2026

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

00941-1

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Remove and Replace Concrete Trust Block



Contact: Mark Lloyd
Phone: (435) 671-0600
Fax: mvconst@gmail.com

Quote To: Town of Daniels

Job Name: Southfield Rd Water Line

Phone:

Date of Plans:

Fax:

Revision Date: 8/26/2026

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Remove and Replace Concrete Thrust Block	13.50	HR	818.65	11,051.78
2	Mobilization	1.00	LS	395.00	395.00
GRAND TOTAL					\$11,446.78



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FIRST AMENDMENT TO ASSIGNMENT ORDER

This First Amendment to the original Assignment Order, dated September 24, 2025, between the parties, hereby modifies the terms of the agreement as set forth below.

Project Information

Project Name: Daniel Town ▪ 2025 1200 West Waterline Design
Project Number: 2508-057
Date: September 8, 2026
Project Manager: Matt Laurendeau

1. **Services of Engineer.** Engineer's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Engineer shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Engineer incorporates herein by reference those services set forth in Section A1.01 of Exhibit A of the Agreement and amends the scope as follows:

- a. *Amendment to provide for additional time needed for Construction Procurement Documentation and Construction Services for change order processing and administrative services through construction and close-out.*

Owner's Responsibilities. Owner shall have those responsibilities set forth in Section A.2.01 of Exhibit A of the Agreement.

2. **Times for Rendering Services.** Engineer's services will be performed by December 31, 2026.
3. **Payments to Engineer.** Owner shall pay Engineer for the above changes as follows: Standard hourly rates with an estimated fee of \$600.

Original agreement (hourly/lump sum)	\$ 11,340
1 st amendment (hourly)	\$ 600

UPDATED TOTAL FEE \$ 11,940

Execution of this Amendment by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference.

JONES & DEMILLE ENGINEERING, INC.

DANIEL TOWN

Signature

Team Leader

Title

September 8, 2026

Date

Signature

Title

Date

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St George, UT 84770
435.986.3622

7 South Main Street
Suite 314
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

20 West Main Street
Suite 112
Cortez, CO 81321
970.739.5408

Daniel Town Council Meeting

Monday, August 3, 2026, at 6:00 PM
Wasatch County Services Building, Conference Room B
55 South 500 East, Heber City, Utah

Quorum Present: Councilmembers Gary Walton, Eric Bennett, Stefanie Grady, Brooke Rose. Mayor Scott Kohler was excused. Also present were Town Planner Eric Bunker, Town Treasurer Sherri Price, and Clerk/Recorder Megan Goodrich, to record the minutes.

Members of the Public: Lisa Dinga, Drew Reilly, Chip Polvoorde, Bob Conner, Trevor Ellis, Jalayne Bassett, Justin Davis, Jake Davis, Gary Weight, Jolene Munford, Pam Skinner, Ronda Rose

Councilmember Walton called the meeting to order at 6:00 PM.

1) Public Comment

There were no public comments.

2) Planning Commission Meeting Summary of July 15, 2026

Councilmember Walton read the Planning Commission Summary into record. Clerk/Recorder Goodrich announced that a Town Hall meeting for a municipal code discussion was scheduled for Wednesday, August 26, 2026, at 6:00 PM at the Charleston Town Hall. Planning Commission Chair Gary Weight stated that the meeting would be a chance to clarify the code with public input.

Drew Reilly requested that the Town look at P-160 uses that have previously been removed from Town Code.

Clerk/Recorder stated that any code changes that have been passed in the Town are found on the Town website under the Ordinances or Resolutions page.

3) Set a public hearing for possible Cobble Creek Quarry, parcel #'s 20-4384 and 20-4385

Planner Bunker stated that the Town has received an application for a conditional use. At the time, the application was not complete, and further documentation had been requested.

Councilmember Bennett questioned if the parcels had always been separate. Planner Bunker stated that they were previously one parcel.

Councilmember Bennett made a motion to continue the agenda item until all necessary information was acquired; Councilmember Rose seconded. The roll call vote was Walton yes, Bennett yes, Grady yes, Rose yes.

4) Business Licenses

Mr. Justin Davis stated that his business is located on Highway 40 and that his property on Little Sweden Road has been used as an overflow space. He further stated that arrangements have been made to move any overflow construction equipment currently being stored on the Little Sweden property.

Councilmember Walton questioned if the business property and residential property are connected. Mr. Davis answered they are not connected.

Mr. Davis stated that all concrete waste is taken to Wasatch Rock Products for disposal.

Councilmember Grady made a motion to approve business licenses for Old West Waste Solutions, Enviro-Crete, and Davis Concrete Enterprises under the condition that Little Sweden Rd is not used for commercial access and removal of dumpsters on the Little Sweden property within 60 days; Councilmember Rose seconded. The roll call vote was Walton yes, Bennett yes, Grady yes, Rose yes.

Councilmember Rose made a motion to approve the business license renewals for CMC Rock, LLC and Heber Valley Storage, LLC; there was no second. Motion failed.

Councilmember Bennett questioned what the process would be to review a Conditional Use Permit or if there is a possibility of changing conditions. Planner Bunker stated that, if a councilmember thought a CUP was not being kept or if conditions need to be changed, a public hearing would be held.

Councilmember Bennett made a motion to renew the business license for CMC Rock; Councilmember Rose seconded. The roll call vote was Walton yes, Bennett yes, Grady yes, Rose yes.

Councilmember Bennett made a motion to continue the business license renewal for Heber Valley Storage; Councilmember Grady seconded. The roll call vote was Walton yes, Bennett yes, Grady yes, Rose yes.

Later in the meeting, it was determined that Heber Valley Storage was being confused with Daniel Highway 40 Storage and a motion was made to approve the business license renewal for Heber Valley Storage.

Councilmember Bennett made a motion to approve the business license renewal for Heber Valley Storage; Councilmember Grady seconded. The roll call vote was Walton yes, Bennett yes, Grady yes, Rose yes.

5) General Plan Map review and possible action

Planner Bunker presented the proposed annexation map and stated that the Planning Commission proposed continuing the southern annexation line to Highway 189 for the purpose of including a bigger annexation area in the Town's 20-year plan. The proposed annexation map would also extend north to Midway Lane.

Mr. Reilly asked for clarification regarding the trails map. Planner Bunker stated that the trails committee has identified potential trail heads and trails but because many of the trails involve accessing private property, the committee is still working on obtaining access to potential trails.

Planner Bunker stated that the General Plan is in preliminary stages and, once the Council approves it, neighboring communities will have the opportunity to review.

Councilmember Walton proposed to move forward with suggested changes from the Planning Commission.

6) Council Reports

Councilmember Grady requested that maps and other information presented in Council meetings be projected for the public to be able to view.

Councilmember Bennett requested that the Town begin meetings with the Pledge of Allegiance and a non-denominational prayer.

7) Planner Report/Update

Councilmember Bennett questioned if a fence had been put up at the Haroldsen property. Planner Bunker confirmed that the fence was up and trucks were being parked in the back. A release from the fire department for the building is still pending.

Planner Bunker stated that an accessory structure over 1500 square feet, under Town code, is a conditional use which is why a public hearing will be held at the August Planning Commission Meeting for the Barton structure.

Planner Bunker stated that lines were currently being tested at the Southfield Road water project.

8) Storm Haven and Daniel Water System Report/Update

9) Recorder's Office: Warrant's approval, announcements

Councilmember Grady questioned what SOD/EOD meant on the warrant sheet. Planner Bunker clarified that it means "start of day" and "end of day" and refers to a blue stakes report that is opened and closed each day.

Councilmember Rose made a motion to approve the July 2026 warrants; Councilmember Grady seconded. The roll call vote was Walton yes, Bennett yes, Grady yes, Rose yes.

10) Approval of Council Minutes for July 6, 2026

Councilmember Bennett made a motion to approve July 6, 2026 Council Minutes; Councilmember Walton seconded. The roll call vote was Walton yes, Bennett yes, Grady yes, Rose yes.

11) Possible Closed Session as permitted by UCA 52-4-205

Councilmember Grady made a motion to leave open session and enter closed session; Councilmember Bennett seconded. The roll call vote was Walton yes, Bennett yes, Grady yes, Rose yes.

Closed session was held to discuss pending or reasonable imminent litigation. Present in the closed session were Councilmembers Walton, Bennett, Grady, and Rose, Clerk/Recorder Goodrich, and Planner Bunker.

Councilmember Grady made a motion to leave closed session and enter open session; Councilmember Rose seconded. The roll call vote was Walton yes, Bennett yes, Grady yes, Rose yes.

Open session resumed at 7:43 PM.

Planner Bunker mentioned the possibility of holding work meetings as a way to keep the Council members more informed. Councilmember Bennett stated that the Council members would rotate attending the DRC meeting and that there would be no need for work meetings.

12) Adjourn

Councilmember Bennett made a motion to adjourn the meeting; Councilmember Rose seconded. The roll call vote was Walton yes, Bennett yes, Grady yes, Rose yes.

The meeting was adjourned at 7:56 PM.

Megan Goodrich

Megan Goodrich

Clerk/Recorder

UNAPPROVED

Daniel Town Council Special Meeting

Friday, August 21, 2026, at 12:00 PM

Daniel Town Office Building Conference Room

3500 S Highway 40 Ste A

Daniel, UT 84032

Special Meeting Order: A special meeting of the Town Council was ordered by Councilmembers Bennett, Walton, Grady, and Rose, along with Mayor Kohler, pursuant to Town Code 1-5-5(B). The meeting was scheduled for August 21, 2026, at 12:00 PM for the purpose of considering and adopting a Town ordinance establishing a moratorium in the P-160 zone. This order is entered into the minutes of the Town Council.

Quorum Present: Mayor Scott Kohler, Councilmembers Gary Walton, Eric Bennett, Stefanie Grady, Brooke Rose. Also present was Megan Goodrich, to record the minutes.

Members of the Public: Lisa Dinga, Gary Weight, Drew Reilly, Eric Bunker, David Dobbins, Ashlyn Reilly, Julian Stemmer, Jalayne Bassett, Jack Rose, Jeremy Charchenko, Chip Polvoorde, Nate Mitchell

Mayor Kohler called the meeting to order at 12:01 PM.

1) Public Comment

David Dobbins, with Clyde Companies, stated that in early 2026, Geneva Rock became aware of a property in Daniel for sale in a P-160 zone. Geneva Rock Products has since placed the property under contract and subsequently, on July 15, 2026, submitted applications for sand and gravel quarrying as well as crushed and broken stone quarrying. Mr. Dobbins stated that he had never been informed that the Town does not support their P-160 zoning. It has always been Geneva Rock's intent to follow and comply with the Town's zoning and applicable codes, and they anticipate a thorough review from Town staff and the Planning Commission, including public hearings where residents can provide recommendations.

Jalayne Bassett stated that, as a full-time Daniel resident, she lives in the Town to enjoy open space, agriculture, animals, wildlife, and clean air and water. She further stated that once those things are lost, it would be impossible to get them back. She is in support of a temporary moratorium in the P-160 zone while the Town finishes the General Plan, so that the code protects what makes the Daniel community special.

Chip Polvoorde stated that he supports the temporary moratorium in the P-160 zone and believes that there is an obligation to make good decisions today for the future. He

believes that the moratorium will give the Town the opportunity to review and complete the General Plan, zoning ordinances, and land-use tables. He further stated that most of the parcels in the P-160 zone are not currently 160-acre parcels, but substantially smaller. He stated that a careful review should take place in determining if the current uses are appropriate in P-160 parcels with smaller acreage. He stated that roads, neighboring properties, livestock, and sensitive areas need to be considered. He stated that much of the P-160 zones border Utah Wildlife Management Area, a tremendous natural resource, that needs to be protected. He stated that, before approving potential intensive uses, consideration needs to be taken on the impact of dust, noise, lighting, heavy equipment, traffic, on the wildlife and animals and that ground water, wells, and air quality must be protected. He further opined that rural roads were not designed to function as industrial corridors and that road capacity and safety needs to be considered.

Jack Rose would like the Town Council to set the temporary moratorium. He stated the Town has personality and people who love to be in Daniel, and he hopes that the moratorium will give the Council the chance to look at the big picture of the Town of Daniel and consider what is truly wanted in the community.

Drew Reilly purchased his property in 2018 with the plan to use it as a group or family home, which was allowed in the code at the time. He stated that the use was eliminated in 2019. He referenced a moratorium placed in 2019 for review of all conditional uses, after which the uses of personal fishing and group camping were eliminated but quarrying uses were maintained in the code. In 2024, Mr. Reilly applied to rezone from P-160 to RA-5, but his application was denied.

****Note:** Mr. Reilly subsequently sent an email to the Daniel Town Clerk clarifying and correcting his statement. The email is attached to these minutes and will be retained as a permanent part of the official meeting record.

Mr. Julian Stemmer expressed his support for the temporary moratorium.

Mr. Nate Mitchell introduced himself as a land-use attorney. He explained that, in 2025, the Utah Legislature adopted a provision limiting the discretion of local legislative bodies, such as the Town of Daniel, to regulate the mining of critical infrastructure materials, including sand, gravel, and rock, unless there is a finding that the activity poses a threat to public health or safety.

Ms. Lisa Dinga expressed her support for the moratorium. She claimed that the Town of Daniel is filled with dust particles that are harmful. She desires greater protection for local neighborhoods with air quality being a top priority.

Ms. Ashlyn Reilly questioned whether she could defer her time. Her request was denied.

Mr. Jeremy Charchenko spoke about the effects a mine would have on his property in terms of property value, safety, and overall living.

2) DO 2026-08-21 Temporary Moratorium on Development in the P-160 Preservation Zone

Mayor Kohler read the Ordinance into record.

Councilmember Bennett made a motion to adopt DO 2026-08-21 Temporary Moratorium on Development in the P-160 Preservation Zone; Councilmember Grady seconded. The roll call vote was Bennett yes, Walton yes, Grady yes, Rose yes, Kohler yes.

3) Adjourn

Councilmember Grady made a motion to adjourn the meeting; Councilmember seconded. The roll call vote was Bennett yes, Walton yes, Grady yes, Rose yes, Kohler yes.

The meeting was adjourned at 12:33 PM.

Megan Goodrich

Megan Goodrich
Clerk/Recorder

Attachment:

I would like to correct two statements from my August 21 public comment. I said that neighbors were suing me. The correct statement is that I have been threatened with litigation by neighbors.

I also referenced a November 2024 meeting. The correct meeting was the December 18, 2024 Planning Commission meeting. My reference to that meeting was only to contrast the prior support for Geneva Rock's proposed batch plant with opposition to my residential rezone and the current Geneva Rock CUP application. It was not intended to identify any particular person as having threatened litigation.

The approved December 18 minutes documenting that context are attached. Please retain this correction with the meeting record and reflect it in any summary of my comment.

Drew Reilly

Daniel Town Hall Meeting

Wednesday, August 26, 2026, at 6:00 PM

Charleston Town Hall

3454 W 3400 S

Charleston, UT 84032

Council Members Present: Mayor Scott Kohler, Councilmembers Gary Walton, Eric Bennett, Stefanie Grady, Brooke Rose

Planning Commissioners Present: Gary Weight, Heber Taylor, Scott Long, Pam Skinner

Additional Town Officers: Town Planner Bunker, Clerk/Recorder Megan Goodrich, Planning Secretary Jolene Munford

Members of the Public: Mike Ashby, Lisa Dinga, Lynn Jacobsen, Barry Dixon, Jana Dixon, Chip Polvoorde, Jerry Smith, Drew Reilly, Scott Coleman, Kristi Weight, Renee Anderson, Mary Wynne, Paul Ballif, Norm Sperry, Pamela Sperry, Emily Smith, Tim Clark, Gayla Larsen, Todd Bonner, Shelly Olsen, Jed Olsen, Tabatha Benzler, Melanie Seus, Brent McGuire, Jean McGuire, Connie Kummer, Steve Agg, Karen Agg, Bridger Wilde, Cindy Wilde, Scott Bassett, Jalayne Bassett, Julian Stemmer, Carolyn Clyde, JR Coleman, Larry K. Ward, Mary C. Ward, Ethan Grabau, Megan Phillips, Mary Martin, Rich Martin

Mayor Kohler called the meeting to order at 6:01 PM. He stated that the purpose of the meeting was to accept public comments in reference to the Town's General Plan, Town code, and land-use.

Planning Commission Chair Gary Weight explained the General Plan and stated that the Town is currently in the process of updating the Plan. He encouraged those in attendance to think of changes, etc. that would make the Town a better place to live.

Town Planner Eric Bunker stated that the General Plan will ultimately be the guide for Town officials when making decisions and accepting applications for the Town.

Ms. Lisa Dinga encouraged Town members to attend Town Council and Planning Commission meetings, each of which are held monthly.

Mr. Scott Bassett spoke to the General Plan as not being highly specific nor being able to cause or prevent certain negative impacts on the Town. He appreciates the mountains and open spaces and stated his biggest concern is allowing industrial and commercial uses next to residential areas.

Mr. Brent McGuire would like to see traffic slow down on 3000 S.

Ms. Melanie Seus is concerned about increased traffic and speeds on rural roads.

Mr. Chip Polvoorde suggested that the Town look at how the zones are defined, specifically Commercial and Industrial zones, as well as defining what is going to be between those zones and residential zones.

Ms. Jalayne Bassett suggested that full-time residents get more involved with the Town, even forming committees to help review the General Plan.

Mr. Kim Norris clarified that Commercial and Industrial has been placed along Highway 189 and Highway 40 to keep the interiors of Daniel primarily agricultural and residential. He has sympathy for those individuals who border industrial zones and stated that Town Code will have to assist in alleviating impacts.

Mr. Jeremy Charchenko expressed thoughts about the Town being unorganized and messy and stated that changes will need to be made in the code to provide stability in the Town.

Mr. Jerry Smith expressed his desire to keep Daniel residential and agricultural. He stated that the Town cannot afford to lose anymore water.

Mr. Jack Rose requested that the Town start planning for a cemetery and a Town park.

Mr. Brad Allen expressed his desire to keep the Town rural and to be sensitive to the areas that border more traffic and other zoning.

Mr. Tim Clark expressed his desire to keep Daniel rural.

Mr. Lane Young spoke to the annexation plan and questioned what the impact would be on the new mine that is near the Storm Haven neighborhood.

Ms. Barbara Norris brought attention to a new mining operation at the mouth of the canyon. She stated that it is a concern for her and other residents of the Town, specifically how it will affect the Town's water. She also questioned the possibility of a cement plant using culinary water.

Ms. Jean McGuire is in favor of barriers between Industrial and Residential zones and expressed concern about mining operations. She stated that members of the public need to be careful about who they elect to the state legislature.

Ms. Marcia Birch expressed her concern with commercial trucks being on Daniels Road rather than Airport Road. She further stated that the Town does not need another gravel pit or cement plant.

Ms. Cindy Wilde stated that solutions need to be found and questioned if changing code is an option. She also spoke to her desire for the Town to remain rural.

Mr. Bridger Wilde expressed appreciation that the Town has kept growth down and maintained its rural atmosphere. He further stated that maintaining the Town will come with a cost and that Commercial and Industrial ventures will generate revenue for the Town. These funds would allow the Town to invest in trained professionals to work on a full-time basis. Another option the Town could consider would be to raise property taxes.

Ms. Nancy Jarvis stated that big trucks are not wanted and that they are not paying the Town's street fees. She would like to see the big trucks off the back roads.

Mr. Larry Ward spoke to concerns he has about water and code restrictions from the state.

Councilmember Gary Walton stated that input from Town residents is crucial as the Town prepares the General Plan.

Mr. Polvoorde questioned whether there was interest in increasing taxes to allow the Town to take over its own roads. Ms. Wilde questioned how Town members could stop the state from being aggressive in the codes that they pass and enforce.

Ms. Merry Duggin stated that the best way to deal with the state is to accommodate them. She further mentioned the Town Website, www.danielutah.gov, as well as the Public Notice Website to stay informed with Town news. She spoke of the high cost to the Town if it was to take over the roads.

Ms. Renee Anderson questioned if the Town would consider broadcasting their meetings via Zoom. Clerk/Recorder Goodrich stated that all meeting recordings and minutes are posted on the Town Website and Public Notice Website.

Mr. Todd Bonner questioned if the Town of Daniel follows Wasatch County code. Planner Bunker stated that, when the Town was incorporated in 2006, the County Code was used as a template, with provisions that did not apply to Daniel omitted or modified to create a code specific to the Town. He further stated that all code changes in the Town could be viewed on the Town Website.

Planner Bunker stated that road funds come in from the state, who regulates the roads, and upkeep of the roads would take a budget that is more than the Town can afford. He clarified that the Town gets authority from the State of Utah so when something is changed, the Town follows and abides by the changes. He stressed the importance of staying involved on a state level.

Planning Commissioner Scott Long commended Planner Bunker for the work that he does for the Town, as a Planner and a Code Enforcer. Commissioner Long is in favor of a tax increase to provide additional help to Planner Bunker.

Ms. Carolyn Clyde requested that the State Senator and State Representatives be posted on the Town Website.

Ms. Wendi Stewart questioned if a financial analysis had been done on Commercial and Industrial properties and if any statements were available.

Mr. Jason Stewart questioned industrial uses in commercial zones and requested that any future commercial uses be approved only after consideration of how it would benefit the Town.

Mayor Kohler adjourned the meeting at 7:16 PM.

Megan Goodrich

Megan Goodrich
Clerk/Recorder