

**HOLDEN TOWN
P.O. BOX 360127
HOLDEN, UTAH 84636**

**Holden Town Council Agenda
December 11, 2019**

Notice is hereby given that the Holden Town Council will hold their regularly scheduled town council meeting in the Holden Town Hall located at 185 S. Main, on Wednesday, December 11, 2019. This meeting will begin at 8:00 p.m.

The agenda shall be as follows:

1. Pledge of Allegiance, prayer & roll call
2. Approval of November 13, 2019, Council Meeting Minutes
3. Payment of payroll/reimbursements and bills
4. Petitions, Remonstrance and Communications
5. Report of Officers-Boards-Committees
 - a. Mike Turner – Water and CERT
 - b. Darren Fox – Electric
 - c. Brian Stephenson – Roads and Land fill
 - d. Phil Whatcott– Parks and Recreation
 - e. Mayor James W. Masner- Cemetery and Employees
2. Planning and Land Use – Ted Bennett
3. New Business
 - a. Approve CDBG Grant application for Fire Protection Equipment
 - b. Sunrise Engineering Agreement
 - c. Sunrise Water Plan Agreement
 - d. New Policies, Plans and Procedures
 - i. Grievance Procedure under the Americans with Disabilities Act
 - ii. Section 504 and ADA Effective Communication Policy
 - iii. Language Access Plan
 - iv. Section 504 and ADA Reasonable Accommodation Policy
 - v. Residential Anti-displacement and Relocation Assistance Plan
 - e. New post office box keys & safe serviced (locksmith)
 - f. Becky- Rustin Smith's Account
4. Outstanding business
 - a. Water Usage Plan
 - b. Chip Seal Road Project
 - c. Post Office
 - d. Veteran's Memorial Eagle Scout Projects
5. Miscellaneous
6. Adjournment

Tina Stevens
Holden Town Clerk
November 12, 2019

HOLDEN TOWN
P.O. BOX 360127
HOLDEN, UTAH 84636

Holden Town Council Meeting

November 13, 2019

Started: 8:00

Present: Mayor James W. Masner, Council Members: Brian Stephenson, Phil Whatcott, Darren Fox-Excused, Mike Turner-Excused

Staff: Tina Stevens, Rod Dastrup, Becky O'Neill

Visitors: Ted Bennett, Jim Blodgett, Josalyn Stevens, Brant Stevens, Tilden Stevens, Molly Stevens

Pledge: Brant Stevens

Prayer: Jim Blodgett

1. Approval of October 9, 2019, Council Meeting Minutes
 - a. The minutes were reviewed, and no changes were needed.

Phil Whatcott motioned to accept the minutes for the Town Council Meeting, October 9, 2019, Brian Stephenson seconded; roll was called, Brian Stephenson-yes; Phil Whatcott- yes; Mayor Masner-yes; Darren Fox-excused; Mike Turner- excused.

2. Payment of payroll/reimbursements and bills
 - a. The bills/payroll/reimbursement invoices dated September 12, 2019- October 9, 2019 was read into the minutes. Adam Remkes, Dave O'Neill, Rod Dastrup and Danny Thomas all had payroll from wildland fires. The Carlings invoice was for the cement on the Veteran's Memorial. Millard County Landfill is the quarterly invoice.

Brian Stephenson motioned to pay bills/payroll/reimbursement invoices dated October 9, 2019- November 13, 2019, Phil Whatcott seconded; roll was called, Brian Stephenson-yes; Phil Whatcott- yes; Mayor Masner-yes; Darren Fox-excused; Mike Turner- excused.

3. Veteran's Memorial Eagle Project
 - a. Brant Stevens- For Brant's Eagle Project he would like to gather the names for the Veteran's Memorial. To do this he will get names from Robert Stephenson, put it on the Holden Adventures Facebook page and have a list at the post office

- for people to add names to. He will go through the lists and compile the names to give to Tilden.
- b. Tilden Stevens- Tilden will be over the plaques on the Veterans Memorial walls for his Eagle Project. Tilden asked the town for \$500 to have the plaques made and mounted with the names of the veterans on the Veterans Memorial walls. The tech school in Delta have agreed to help Tilden Make the plaques. They're goal for completion is December 31, 2019.
- 4. Brian Stephenson- Roads and Landfill
 - a. Ryan Savage is working to get Holden on the CIB agenda for their next meeting.
- 5. Phil Whatcott- Parks and Recreation
 - a. UAMPS membership meeting is on December 18th. Phil told the Mayor either him or Darren need to attend.
 - b. Phil talked to Bryan Chapman and they are still working on the Veteran's Memorial. The mayor would like it done.
 - c. The parks and cemetery have been winterized.
 - d. The post office needs to be replaced because it is too small, leaks, termites and the town needs an office. The mayor doesn't think an addition will cost \$250,000 to add on. He suggested a modular building. After the town audit the he will know how much money the town can spend on a town office. Zach at six counties is willing to help the town look at other places to get a grant for the town office. Zach will be at the post office for a grant meeting on November 21st. Rod and Phil discussed all the complications of building a new post office. Mayor discussed the funding with the auditors, they said after the audit they will be able to tell the town how much money could be used.
- 6. Planning and Land Use- Ted Bennett
 - a. David and Becky O'Neill are going to put an addition on the back of their garage for a 16 x 34 ft studio apartment.

Phil Whatcott motioned to approve the building permit for David and Becky O'Neill; Brian Stephenson seconded; roll was called, Brian Stephenson-yes; Phil Whatcott- yes; Mayor Masner-yes; Darren Fox-excused; Mike Turner-excused.

- b. Merrill Johnson does not require a building permit for a 12'x16' building.
- c. The shed that Mary Miller and Cheryl Dolan is building on their property does not need a permit because it is not a permanent structure. The council discussed this with Ted and asked him questions about it. The town is not going to get involved it is their property.
- 7. Rod Dastrup
 - a. Rod attended a water management meeting on November 12th. There will be a lot of changes in 2020. The state will be increasing the regulations on water.
 - b. Agriculture meters all need to be changed out. The new meters will have backflow valves.
 - c. Rural water is going to put a camera in the town pipes to figure out what is going on with the roots.
 - d. Matt Sullivan inspected the Landfill and it passed. People need to realize how lucky Holden is to have their own landfill. The council discussed ways to educate citizens on where to dump and how to separate their solid waste at the landfill. It has been in the newsletters and there are signs at the landfill. People just need to do it.

8. Mayor James W. Masner- Cemetery and Employees
- The overflow was piped into the drainage ditch. The pipe is an 8-inch pipe, buried. There are 2 piles of limbs that needed to be taken out. The fire department will use them for fire training in the winter.
 - Rod gathered 2 bids for the electric at the town shop. CMP bid \$2000 and Hollingshead Electric bid \$938. The council discussed the price difference and concluded that they could not justify paying CMP.

Mayor Masner motioned to accept Hollinsheads bid for \$938.00 to fix the electric at the town shop, Phil Whatcott seconded; roll was called, Brian Stephenson-yes; Phil Whatcott- yes; Mayor Masner-yes; Darren Fox-excused; Mike Turner- excused.

- Mayor proposed at least a \$0.50 raise at least for all the town employees. He had looked over the budget and felt like the town could afford it. Brian commented that he thought something ought to be done to keep good help. No other comments were made by the council.

Mayor Masner motioned to increase the employees' wages \$0.50 per hour starting on December 1, 2019; Brian Stephenson seconded; roll was called, Brian Stephenson-yes; Phil Whatcott- yes; Mayor Masner-yes; Darren Fox-excused; Mike Turner- excused.

9. Election Canvass-

- On November 5, 2019, Holden Town held their 2019 Municipal elections to elect 2 new council members, at that time, there were five provisional ballots cast, the county clerk was given the five provisional ballots, all five were legitimate ballots and were tallied on November 7th by the town clerk Kristina Stevens and Sara Card. Approval was given by the county clerk Marki Rowley. The total number of votes cast, 113. The number of ballots rejected, 0. The number of official ballots received, 113. The number of absentee voter ballots received, 8. The number of provisional ballots received, 5. The number of registered voters, 247. Voter turnout was 45.7%. The number of votes for each candidate: James R. Blodgett, 80; Josalyn S. Stevens, 84; Spencer Troseth, 63.

Mayor Masner made the motion to canvass this election , thus making the official vote tally: James R. Blodgett, 80; Josalyn S Stevens, 84; Spencer Troseth, 63; Brian Stephenson seconded; roll was called, Brian Stephenson-yes; Phil Whatcott- yes; Mayor Masner-yes; Darren Fox-excused; Mike Turner-excused.

10. Council Members Duties Starting January 1, 2020

- Josalyn Stevens- Parks and Recreation and CERT
- Jim Blodgett- Roads and Landfill
- Phil Whatcott- Water and Fire Department
- Darren Fox- Electric

11. Great Basin Hemp and Farm Co-op are having problems with electricity heating and lighting the greenhouses. They need more current which includes a new pole and transformer. It will cost them between \$15,000 and \$5,000 depending upon what they decide to do. The town owns the electric lines, poles and transformers. The Hemp farm

will need to pay for any increase that needs to be made but the town will own it. The council discussed the regulations of Hemp production.

12. Adjournment:

Phil Whatcott motioned to adjourn at 9:31pm, Mayor Masner seconded.

**Holden Town
Payroll Register
Payroll Period - 11/01/2019 to 11/30/2019**

Employee	Earning	Hours	Amount	Benefit	Basis	Amount	Deduction	Basis	Amount
Card, Aroha Sara 10 - Administration Net Amount Period Payment Check No.	Regular Total Earnings: Total Reimbursements:	96.50	1,061.50	Social Security Tax Medicare Tax Total Benefits: Total Taxes:	1,061.50 1,061.50 \$81.20 \$81.20	65.81 15.39 Total Deductions: Total Taxes:	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	1,061.50 1,061.50 1,061.50 1,061.50 \$184.27 \$184.27	65.81 15.39 74.45 28.62 Total Deductions: Total Taxes:
\$877.23 11/30/2019 11/30/2019 1672									
Dastrup, Rodney A 10 - Public Works Net Amount Period Payment Check No.	Regular Total Earnings: Total Reimbursements:	0.00	100.00	Social Security Tax Medicare Tax Total Benefits: Total Taxes:	100.00 100.00 \$7.65 \$7.65	6.20 1.45 Total Deductions: Total Taxes:	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	100.00 100.00 100.00 100.00 \$7.65 \$7.65	6.20 1.45 0.00 0.00 Total Deductions: Total Taxes:
\$92.35 11/30/2019 11/30/2019 1674									
Dastrup, Rodney A 10 - Public Works Net Amount Period Payment Check No.	Regular Reimbursement Total Earnings: Total Reimbursements:	163.00 0.00	2,771.00 40.00	Social Security Tax Medicare Tax Total Benefits: Total Taxes:	2,771.00 2,771.00 \$211.98 \$211.98	171.80 40.18 Total Deductions: Total Taxes:	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	2,771.00 2,771.00 2,771.00 2,771.00 \$347.44 \$347.44	171.80 40.18 0.00 135.46 Total Deductions: Total Taxes:
\$2,453.56 11/30/2019 11/30/2019 1673									
Fox, Darren S 10 - Mayor & Council Net Amount Period Payment Check No.	Regular Total Earnings: Total Reimbursements:	0.00	55.00	Social Security Tax Medicare Tax Total Benefits: Total Taxes:	55.00 55.00 \$4.21 \$4.21	3.41 0.80 Total Deductions: Total Taxes:	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	55.00 55.00 55.00 55.00 \$4.21 \$4.21	3.41 0.80 0.00 0.00 Total Deductions: Total Taxes:
\$50.79 11/30/2019 11/30/2019 1675									
Johnson, Julianne N. 10 - Administration Net Amount Period Payment Check No.	Regular Total Earnings: Total Reimbursements:	4.25	51.00	Social Security Tax Medicare Tax Total Benefits: Total Taxes:	51.00 51.00 \$3.90 \$3.90	3.16 0.74 Total Deductions: Total Taxes:	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	51.00 51.00 51.00 51.00 \$3.90 \$3.90	3.16 0.74 0.00 0.00 Total Deductions: Total Taxes:
\$47.10 11/30/2019 11/30/2019 1676									
Masner, James W 10 - Mayor & Council Net Amount Period Payment Check No.	Regular Total Earnings: Total Reimbursements:	0.00	70.00	Social Security Tax Medicare Tax Total Benefits: Total Taxes:	70.00 70.00 \$5.36 \$5.36	4.34 1.02 Total Deductions: Total Taxes:	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	70.00 70.00 70.00 70.00 \$5.36 \$5.36	4.34 1.02 0.00 0.00 Total Deductions: Total Taxes:
\$64.64 11/30/2019 11/30/2019 1677									

**Holden Town
Payroll Register
Payroll Period - 11/01/2019 to 11/30/2019**

Employee	Earning	Hours	Amount	Benefit	Basis	Amount	Deduction	Basis	Amount
O'Neill, Becky L. 10 - Administration Net Amount Period Payment Check No.	Regular Reimbursement Total Earnings: Total Reimbursements:	59.00 0.00 59.00	708.00 65.42 (\$708.00) (\$65.42)	Social Security Tax Medicare Tax Total Benefits:	708.00 708.00 Total Taxes:	43.90 10.27 \$54.17 \$54.17	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	708.00 708.00 708.00 708.00 \$54.17 \$54.17	43.90 10.27 0.00 0.00 \$54.17 \$54.17
Stephenson, Brian 10 - Mayor & Council Net Amount Period Payment Check No.	Regular Total Earnings: Total Reimbursements:	0.00 0.00	55.00 (\$55.00) \$0.00	Social Security Tax Medicare Tax Total Benefits:	55.00 55.00 Total Taxes:	3.41 0.80 \$4.21 \$4.21	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	55.00 55.00 55.00 55.00 \$4.21 \$4.21	3.41 0.80 0.00 0.00 \$4.21 \$4.21
Stevens, Kristina R 10 - Administration Net Amount Period Payment Check No.	Regular Reimbursement Total Earnings: Total Reimbursements:	85.00 0.00 85.00	1,020.00 21.36 (\$1,020.00) \$21.36	Social Security Tax Medicare Tax Total Benefits:	1,020.00 1,020.00 Total Taxes:	63.24 14.79 \$78.03 \$78.03	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	1,020.00 1,020.00 1,020.00 1,020.00 \$81.73 \$81.73	63.24 14.79 3.70 0.00 \$81.73 \$81.73
Thomas, Daniel 10 - Public Works Net Amount Period Payment Check No.	Regular Total Earnings: Total Reimbursements:	123.00 123.00	1,353.00 (\$1,353.00) \$0.00	Social Security Tax Medicare Tax Total Benefits:	1,353.00 1,353.00 Total Taxes:	83.89 19.62 \$103.51 \$103.51	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	1,353.00 1,353.00 1,353.00 1,353.00 \$112.63 \$112.63	83.89 19.62 0.00 9.12 \$112.63 \$112.63
Turner, Michael 10 - Mayor & Council Net Amount Period Payment Check No.	Regular Total Earnings: Total Reimbursements:	0.00 0.00	55.00 (\$55.00) \$0.00	Social Security Tax Medicare Tax Total Benefits:	55.00 55.00 Total Taxes:	3.41 0.80 \$4.21 \$4.21	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	55.00 55.00 55.00 55.00 \$4.21 \$4.21	3.41 0.80 0.00 0.00 \$4.21 \$4.21
Whatcott, Phil 10 - Mayor & Council Net Amount Period Payment Check No.	Regular Total Earnings: Total Reimbursements:	0.00 0.00	55.00 (\$55.00) \$0.00	Social Security Tax Medicare Tax Total Benefits:	55.00 55.00 Total Taxes:	3.41 0.80 \$4.21 \$4.21	Social Security Tax Medicare Tax Federal Income Tax State Income Tax Total Deductions: Total Taxes:	55.00 55.00 55.00 55.00 \$4.21 \$4.21	3.41 0.80 0.00 0.00 \$4.21 \$4.21

Holden Town
Payroll Register
Payroll Period - 11/01/2019 to 11/30/2019

Employee	Earning	Hours	Amount	Benefit	Basis	Amount	Deduction	Basis	Amount
Wood, Caralee	Regular	3.50	35.00	Social Security Tax	35.00	2.17	Social Security Tax	35.00	2.17
10 - Parks & Recreation				Medicare Tax	35.00	0.51	Medicare Tax	35.00	0.51
Net Amount							Federal Income Tax	35.00	0.00
Period	11/30/2019						State Income Tax	35.00	0.00
Payment	11/30/2019								
Check No.	1684								
	Total Earnings:	3.50	\$35.00	Total Benefits:		\$2.68	Total Deductions:		\$2.68
	Total Reimbursements:		\$0.00	Total Taxes:		\$2.68	Total Taxes:		\$2.68

Holden Town Payroll Register

Payroll Period - 11/01/2019 to 11/30/2019

Employee	Earning	Hours	Amount	Benefit	Basis	Amount	Deduction	Basis	Amount
REPORT TOTALS									
Net Amount	Regular	534.25	7,389.50	Social Security Tax	7,389.50	458.15	Social Security Tax	7,389.50	458.15
	Reimbursement	0.00	126.78	Medicare Tax	7,389.50	107.17	Medicare Tax	7,389.50	107.17
							Federal Income Tax	7,389.50	78.15
							State Income Tax	7,389.50	173.20
	Total Earnings:	534.25	\$7,389.50	Total Benefits:		\$565.32	Total Deductions:		\$816.67
	Total Reimbursements:		\$126.78	Total Taxes:		\$565.32	Total Taxes:		\$816.67

Holden Town
Invoice Register - 11/14/2019 to 12/11/2019 - All Invoices

Reimbursements

12/11/2019

Invoice No.	Vendor	Check No.	Ledger	Date	Due Date	Amount	Account No.	Account Name	Description
11.26.2019	Advanced Paving and Construction LLC	1665		11/26/2019	11/26/2019	\$3,760.00	106075.0	CAPITAL OUTLAY - SPECIAL	fire dept parking lot
ALP 2019	American Legion Post 61	1667		11/27/2019	11/27/2019	\$100.00	104430.5	CONTRIBUTION EXPENSE	veterans contribution
247865	Carquest of Fillmore	1685		11/26/2019	11/26/2019	\$21.90	104445.0	Old Town Hall	electric tape
248157	Carquest of Fillmore	1685		11/26/2019	11/26/2019	\$67.58	106011.0	SALARIES AND WAGES	14 latitude/oil
248190	Carquest of Fillmore	1685		11/26/2019	11/26/2019	\$168.96	106011.0	SALARIES AND WAGES	marker/conductor/headlight/batt
248401	Carquest of Fillmore	1685		11/26/2019	11/26/2019	\$8.95	106011.0	SALARIES AND WAGES	extreme blue/lock washer/flat wa
248460	Carquest of Fillmore	1685		11/26/2019	11/26/2019	\$69.55	106011.0	SALARIES AND WAGES	air/ oil/ power service
	Vendor Total:					\$336.94			
.384025622	Centra Com	1686		12/11/2019	12/11/2019	\$60.53	225529	TELEPHONE	internet
0384014745-nov	Centra Com	1686		12/11/2019	12/11/2019	\$60.53	104429.0	Telephone/ Internet	internet PO
	Vendor Total:					\$121.06			
M192176	Central Utah Public Health	1687		12/11/2019	12/11/2019	\$20.00	514025.1	Supplies and maintenance	Dec Water sample
6759	Dastup, Austin	1691		12/11/2019	12/11/2019	\$382.50	225511	SALARIES AND WAGES	Per Diem and Meals wildland fir
3188430000-nov	Dominion Energy	1668		11/26/2019	11/26/2019	\$137.00	105525.0	EQUIPMENT - SUPPLIES & M	
6010530000-nov	Dominion Energy	1668		11/26/2019	11/26/2019	\$57.00	104625.0	EQUIPMENT - SUPPLIES AND	
7890776-nov	Dominion Energy	1668		11/26/2019	11/26/2019	\$8.03	514028.0	Utilities/ Water Shed	
97194300000-no	Dominion Energy	1668		11/26/2019	11/26/2019	\$33.15	104528.0	UTILITIES	
	Vendor Total:					\$235.18			
10054	Fillmore Feed & Farm Supply	1688		12/4/2019	12/4/2019	\$55.93	104525.0	EQUIPMENT - SUPPLIES & M	Salt
01-948353	Fillmore Market	1689		12/4/2019	12/4/2019	\$20.54	104125.0	ELECTION EXPENSE	election supplies
02-929106	Fillmore Market	1689		12/4/2019	12/4/2019	\$22.00	105525.0	EQUIPMENT - SUPPLIES & M	mti dew
	Vendor Total:					\$42.54			
2369	Flowell Electric	1690		11/26/2019	11/26/2019	\$443.59	534030.0	Contract Flowell Electric	line locates
071118-8 nov	Frontier Communications	1669		11/26/2019	11/26/2019	\$140.89	104429.0	Telephone/ Internet	telephone - PO
12.2.2019	Holden Post Office	1693		12/4/2019	12/4/2019	\$80.50	104424.0	OFFICE EXPENSES	postage - utility billing

Holden Town Invoice Register - 11/1/2019 to 12/1/2019 - All Invoices

12/1/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description	
Dec 2019	Holden Town	1694	12/4/2019	12/4/2019	\$560.30	104445.0	Old Town Hall	4701 Old Town Hall	
					34.21	104528.0	UTILITIES	4801 Post Office	
					26.83	104628.0	UTILITIES	5342 Holden Town Community	
					26.84	104628.0	UTILITIES	5332 Holden Town Community	
						104.88	104628.0	UTILITIES	4601 Holden Fire Station
						87.61	105528.0	UTILITIES	4721 Holden Town Pavilion
						14.50	106528.0	UTILITIES	4711 Holden town Ball Fields
					5.55	106528.0	UTILITIES	4751 Cemetery	
					14.50	106728.0	UTILITIES	4741 Holden Water Building	
					154.22	514028.0	Utilities/ Water Shed		
12.3.19	Hollingshead Electric	1695	11/26/2019	11/26/2019	\$1,254.85	104445.0	Old Town Hall	As Bid installation	
					938.00	104445.0	Old Town Hall	connect the 2nd panel	
					316.85	104445.0			
PR113019-5	Internal Revenue Service	9999	11/30/2019	11/30/2019	\$1,208.79	102221.0	FICA PAYABLE	Social Security Tax	
					916.30	102221.0	FICA PAYABLE	Medicare Tax	
					214.34	102221.0	FICA PAYABLE	Federal Income Tax	
					78.15	102222.0	FEDERAL WITHHOLDING PAY		
INV336293	L. N. Curtis & Sons	1696	11/26/2019	11/26/2019	\$72.00	225525	EQUIPMENT, SUPPLIES & MAI	4 adapters	
inv336676	L. N. Curtis & Sons	1696	11/26/2019	11/26/2019	\$1,140.00	225525	EQUIPMENT, SUPPLIES & MAI	exhalation valve assembly & lab	
					1,140.00				
	Vendor Total:				\$1,212.00				
371	Larsen, Eric	1697	12/4/2019	12/4/2019	\$80.00	534021.0	Uamps Representative	Nov 2019	
					80.00				
12/10/2019	Masner, James	1698	12/1/2019	12/1/2019	\$12.03	104426.0	REIMBURSEMENTS	CDBG Grant Photos	
					12.03				
110129	Millard Chronicle Progress	1699	11/26/2019	11/26/2019	\$19.60	104422.0	PUBLIC NOTICES	election candidate notice/budget	
					19.60				
S103322534	Mountainland Supply Co.	1700	11/26/2019	11/26/2019	(\$78.24)	514025.1	Supplies and maintenance	returned pipe and elbow	
					-78.24				
S103322537	Mountainland Supply Co.	1700	11/26/2019	11/26/2019	\$81.43	514025.1	Supplies and maintenance	rodent screen	
					81.43				
	Vendor Total:				\$3.19				
2454916	Roper Lumber Co.	1701	11/26/2019	11/26/2019	\$142.32	106625.0	EQUIPMENT - SUPPLIES & M	cement/ post eagle project	
					142.32				
2455369	Roper Lumber Co.	1701	11/26/2019	11/26/2019	\$44.90	106625.0	EQUIPMENT - SUPPLIES & M	cement eagle project	
					44.90				
2455681	Roper Lumber Co.	1701	11/26/2019	11/26/2019	\$45.91	104445.0	Old Town Hall	roof cement/scrapper	
					45.91				
2457454	Roper Lumber Co.	1701	11/26/2019	11/26/2019	\$19.54	514025.1	Supplies and maintenance	niple/coupling/elbow	
					19.54				
	Vendor Total:				\$252.67				
12839	Savage Albrecht Engineering	1666	11/26/2019	11/26/2019	\$18,500.00	106075.0	CAPITAL OUTLAY - SPECIAL	engineering	
					18,500.00				
1015844-00	Scholzen Products Company	1702	12/5/2019	12/5/2019	\$225.67	514025.1	Supplies and maintenance	chlorine	
					225.67				

Holden Town Invoice Register - 11/14/2019 to 12/11/2019 - All Invoices

12/11/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
6428843-00	Schoizen Products Company	1702	11/21/2019	11/21/2019	\$500.51	514025.1	Supplies and maintenance	o-ring/valve
6430423-00	Schoizen Products Company	1702	11/26/2019	11/26/2019	\$628.43	514025.1	Supplies and maintenance	plate/drain valves
	Vendor Total:				\$1,354.61			
1048109	Steve's Tire & Oil	1703	12/4/2019	12/4/2019	\$1,485.00	106026.0	FUEL	Red Fuel
					297.00	106126.0	FUEL	Red Fuel
					297.00	106726.0	FUEL	Red Fuel
					297.00	514025.1	Supplies and maintenance	Red Fuel
					297.00	534026.0	FUEL	Red Fuel
1048174	Steve's Tire & Oil	1703	12/4/2019	12/4/2019	\$1,050.00	106025.0	EQUIPMENT - SUPPLIES & M	bulk unleaded
					210.00	106126.0	FUEL	bulk unleaded
					210.00	106726.0	FUEL	bulk unleaded
					210.00	514025.1	Supplies and maintenance	bulk unleaded
					210.00	534026.0	FUEL	bulk unleaded
1048351	Steve's Tire & Oil	1703	12/4/2019	12/4/2019	\$1,557.90	106025.0	EQUIPMENT - SUPPLIES & M	back hoe tires
					389.50	106125.0	EQUIPMENT-SUPPLIES & MAI	back hoe tires
					389.50	106725.0	EQUIPMENT - SUPPLIES & M	back hoe tires
					389.50	514025.1	Supplies and maintenance	back hoe tires
	Vendor Total:				\$4,092.90			
53930	Stuart Electric	1704	11/26/2019	11/26/2019	\$12.98	104445.0	Old Town Hall	hdmi to vga adapter
0106728	Sunrise Engineering	1705	11/26/2019	11/26/2019	\$350.00	104432.0	BUILDING INSPECTIONS	nixon/hillestad/Bamey/Johnson
Oct 2019	UAMPS	1671	11/26/2019	11/26/2019	\$8,619.94	534040.0	PURCHASE OF ELECTRICITY	OCT 2019
					8,619.94			
1578905	Utah Local Governments Trust	1706	12/5/2019	12/5/2019	\$425.00	104452.0	INSURANCE AND SURETY BO	11750-Bond
					425.00			
PR113019-6	Utah State Tax Commission		11/30/2019	11/30/2019	\$173.20	102223.0	STATE WITHHOLDING PAYAB	State Income Tax
					173.20			
11.14.2019	Zions Bank	1670	11/26/2019	11/26/2019	\$292.26	104125.0	ELECTION EXPENSE	Lunch
					54.54	104425.0	EQUIPMENT - SUPPLIES & M	tape/usb drive/folders
					40.15	104425.0	EQUIPMENT - SUPPLIES & M	Folders returned
					-17.22	104425.0	EQUIPMENT - SUPPLIES & M	Folders
					28.70	104425.0	EQUIPMENT - SUPPLIES & M	Light bar
					79.75	106025.0	EQUIPMENT - SUPPLIES & M	no parking signs
					106.34	225525		
	Total:				\$44,143.45			

GL Account Summary

FICA PAYABLE
FEDERAL WITHHOLDING PAY
STATE WITHHOLDING PAYAB
ELECTION EXPENSE
PUBLIC NOTICES
OFFICE EXPENSES
EQUIPMENT - SUPPLIES & M
REIMBURSEMENTS
Telephone/ Internet
CONTRIBUTION EXPENSE

Holden Town Invoice Register - 11/14/2019 to 12/11/2019 - All Invoices

12/11/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
					350.00	104432.0	BUILDING INSPECTIONS	
					1,369.85	104445.0	Old Town Hall	
					425.00	104452.0	INSURANCE AND SURETY BO	
					27.96	104525.0	EQUIPMENT - SUPPLIES & M	
					164.48	104528.0	UTILITIES	
					84.97	104625.0	EQUIPMENT - SUPPLIES AND	
					118.38	104628.0	UTILITIES	
					159.00	105525.0	EQUIPMENT - SUPPLIES & M	
					87.61	105528.0	UTILITIES	
					315.04	106011.0	SALARIES AND WAGES	
					679.25	106025.0	EQUIPMENT - SUPPLIES & M	
					297.00	106026.0	FUEL	
					22,260.00	106075.0	CAPITAL OUTLAY - SPECIAL	
					389.40	106125.0	EQUIPMENT-SUPPLIES & MAI	
					507.00	106126.0	FUEL	
					20.05	106528.0	UTILITIES	
					187.22	106625.0	EQUIPMENT - SUPPLIES & M	
					389.50	106725.0	EQUIPMENT - SUPPLIES & M	
					507.00	106726.0	FUEL	
					14.50	106728.0	UTILITIES	
					30,221.79		Total	
					382.50	225511	SALARIES AND WAGES	
					1,318.34	225525	EQUIPMENT, SUPPLIES & MAI	
					60.53	225529	TELEPHONE	
					1,761.37		Total	
					26.83	514024.0	Office Expense/ Postage	
					2,293.84	514025.1	Supplies and maintenance	
					162.25	514028.0	Utilities/ Water Shed	
					2,482.92		Total	
					80.00	534021.0	Uamps Representative	
					507.00	534026.0	FUEL	
					26.84	534027.0	Office Expense/Postage/Billing	
					443.59	534030.0	Contract Flowell Electric	
					8,619.94	534040.0	PURCHASE OF ELECTRICITY	
					9,677.37		Total	
					\$44,143.45		GL Account Summary Total	

AGREEMENT
FOR
ENGINEERING AND
TECHNICAL SERVICES

HOLDEN TOWN
AND
SUNRISE ENGINEERING, INC.



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**HOLDEN TOWN
AND
SUNRISE ENGINEERING, INC.**

**AGREEMENT
FOR
ENGINEERING AND TECHNICAL SERVICES**

This Agreement for Engineering and Technical Services (this "Agreement") is entered into by and between HOLDEN TOWN (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER) to be effective as of the 15th day of October, 2019.

CLIENT and ENGINEER agree as follows:

ARTICLE 1. PURPOSE AND EFFECT OF THIS AGREEMENT.

1.1 Work Releases. It is the intention of CLIENT to award to ENGINEER projects for the performance of engineering and/or technical services (a "Relevant Project") through the execution by CLIENT and ENGINEER of Work Releases substantially in the form attached hereto as Exhibit "A" (a "Work Release") that reference this Agreement and incorporate into the Work Release for the Relevant Project the terms, conditions, promises and obligations of this Agreement. It is understood and agreed that CLIENT shall have no legal obligation or duty created by the execution of this Agreement to award any Relevant Project to ENGINEER or to execute any Work Release with ENGINEER. Nothing in this Agreement is to be construed as granting to ENGINEER exclusive rights to perform any or all of CLIENT's requirements for engineering and/or technical services. It is understood and agreed that ENGINEER shall have no legal obligation or duty created by the execution of this Agreement to accept the award of any Relevant Project offered to ENGINEER by CLIENT or to execute any Work Release with CLIENT.

1.2 The Engineering Contract for the Services. If CLIENT and ENGINEER execute a Work Release for a Relevant Project that incorporates by reference this Agreement, this Agreement and the Work Release and any modifications made to this Agreement and/or the Work Release made by CLIENT and ENGINEER in writing (collectively, this Agreement, the Work Release and any written modifications to this Agreement and/or the Work Release with respect to the Relevant Project are collectively referred to as the "Engineering Contract") shall form the entire and integrated agreement between CLIENT and ENGINEER for ENGINEER's engineering and/or technical services for the Relevant Project as described in the Engineering Contract (the "Services").

1.3 Conflicts Between Agreement and Work Release. In the event of any direct conflict between the terms, conditions, promises and/or obligations of this Agreement and the terms, conditions, promises and/or obligations of a Work Release for a Relevant Project that incorporates this Agreement by reference, the terms, conditions, promises and obligations of the Work Release for the Relevant Project shall supersede and replace the directly conflicting terms, conditions, promises and obligations of this Agreement, but only with regard to the Relevant Project.

1.4 Term of Agreement. The term of this Agreement shall be for a period of two years from the effective date of this Agreement. This Agreement shall automatically be extended for additional one-year terms provided that neither party to this Agreement, nor its successors or assigns, terminates this Agreement.

1.5 Services Expansion. CLIENT reserves the right to expand or increase the scope of consulting services including award of additional phases of consulting services to ENGINEER without conducting additional procurement procedures.

1.6 Execution of New Agreement for Engineering and Technical Services. This Agreement shall not be binding on CLIENT or ENGINEER as to any project for which a Work Release has been executed by CLIENT and ENGINEER which Work Release incorporates by reference another agreement between CLIENT and ENGINEER, even if this Agreement has not been terminated.

1.7 Prior Services. If any of the Services are performed by ENGINEER or ENGINEER's Consultants prior to the effective date of this Agreement and/or the Work Release for the Relevant Project, such Services shall be governed by the terms, conditions, promises and obligations of the Engineering Contract to the same extent as if such Services had been performed after the effective date of this Agreement and the Work Release for the Relevant Project.

ARTICLE 2. ENGINEER'S RESPONSIBILITIES.

2.1 Engineer's Services. ENGINEER shall perform the Services for each Relevant Project as are described in the Work Release for that Relevant Project. This Agreement shall be incorporated by reference into each Work Release for a Relevant Project to be governed by the terms, conditions, promises and obligations of this Agreement.

2.2 Right to Retain Subconsultants. ENGINEER may use the services of subconsultants in the performance of the Services ("ENGINEER's Consultants") when, in the ENGINEER's sole opinion, it is appropriate to do so. Such persons and entities include, but are not limited to, specialized consultants and testing laboratories. ENGINEER's use of subconsultants in the performance of a Change in Services (defined in Section 6.1 of this Agreement) shall not be unreasonably restricted by CLIENT. ENGINEER will engage the services of the subconsultants, if any, required to be engaged by ENGINEER in the Work Release for the Relevant Project to perform the Services. CLIENT shall furnish the services of all other consultants reasonably required for the Relevant Project (but not required to perform ENGINEER's Services), unless CLIENT and ENGINEER mutually agree that ENGINEER shall engage such additional consultants as a Change in Services. Nothing in this Section 2.2 shall be construed to require that ENGINEER agree to engage any additional consultants as a Change in Services.

2.3 Standard of Skill and Care. The Services (whether performed by ENGINEER or ENGINEER's Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Relevant Project is located on projects of similar size and scope and under like circumstances. ENGINEER shall ensure that the Services and Instruments of Service provided under this Agreement and each Engineering Contract will not infringe upon or violate any patent, copyright, trade secret or other proprietary right of any third party. ENGINEER shall be responsible for all services provided under the Engineering Contract, whether such services are provided directly by ENGINEER or by ENGINEER's Consultants. ENGINEER disclaims that any warranties, expressed or implied are made or intended by ENGINEER regarding the ENGINEER'S Services or the Instruments of Services or regarding any other matter.

2.4 Compliance with Laws. ENGINEER and/or ENGINEER's Consultants shall review laws, codes and regulations applicable to the Services and shall exercise the standard of skill and care required by Section 2.3 of this Agreement to comply with the laws, codes and regulations applicable to the Services. ENGINEER specifically disclaims any express warranty or warranty implied by operation of law that the design of the Relevant Project complies with applicable laws, codes and regulations as these laws, codes and regulations are interpreted by governmental authorities with jurisdiction of the Relevant Project or by finders of fact in dispute resolution proceedings. ENGINEER and/or ENGINEER's Consultants shall respond in the design of the Relevant Project to any requirements communicated to ENGINEER by government authorities having jurisdiction over the Relevant Project.

2.5 Reliance on Owner Furnished Information. Unless otherwise notified by CLIENT, ENGINEER and ENGINEER's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by CLIENT and CLIENT's consultants, agents and representatives, and ENGINEER and ENGINEER's Consultants shall have no duty to investigate the accuracy or completeness of such services or information. ENGINEER shall provide notice to CLIENT if ENGINEER or ENGINEER's Consultants become aware of any errors, omissions or inconsistencies in the services or information furnished by CLIENT.

2.6 Non-Negligent Errors. If the Services require the preparation by ENGINEER and/or ENGINEER's Consultants of drawings, specifications or other design documents for construction of improvements to real property, CLIENT acknowledges that there is no perfect set of construction drawings, specifications or other design documents and that inconsistencies, conflicts, errors and omissions in the construction drawings, specifications and other design documents will occur despite the exercise by ENGINEER and ENGINEER's Consultants of the standard of skill and care required by Section 2.3 of this Agreement in the performance of the

Services. CLIENT acknowledges and agrees that subject to the limitations and conditions of Article 10 of this Agreement, ENGINEER is liable to CLIENT only for those damages suffered by CLIENT caused by inconsistencies, conflicts, errors or omissions in the construction drawings, specifications and other design documents caused by the negligence or intentionally wrongful conduct of ENGINEER or ENGINEER's Consultants.

2.7 Construction Phase Services. When the Services for a Relevant Project include contract or construction administration services, the terms and conditions of any construction contract (the "Construction Contract") between CLIENT and a contractor ("Contractor") constructing the improvements for the Relevant Project shall be consistent with the Engineering Contract regarding ENGINEER's obligations to perform contract or construction administration services, and shall not purport to require services of ENGINEER different than or in addition to the Services required of ENGINEER by the Engineering Contract. ENGINEER is not a party to the Construction Contract, and the Engineering Contract shall be the sole and exclusive description of ENGINEER's Services and ENGINEER's duties and obligations with respect to ENGINEER's Services.

2.8 Observations of the Work. If ENGINEER is required by the Engineering Contract to make any observations or inspections of the work or services performed by Contractor (the "Work") to construct any of the improvements of the Relevant Project, ENGINEER agrees to perform such observations or inspections using the skill and care required by Section 2.3 of this Agreement solely for the purpose of endeavoring to ascertain if the Work is being constructed in accordance with CLIENT's Construction Contract with Contractor. By performing such observations or inspections, ENGINEER does not warrant or guarantee to CLIENT that the Work conforms to the requirements of the Construction Contract, ENGINEER does not accept or assume any responsibility or liability for any acts or omissions of Contractor or accept or assume any duties or liabilities to Contractor with respect to the Work not performed in accordance with the Construction Contract, and Contractor is not relieved of Contractor's obligations to perform the Work in accordance with the Construction Contract. ENGINEER shall have no duty or responsibility to CLIENT, Contractor or any other person or entity to observe or inspect Contractor's means, methods, techniques or sequences of construction, or Contractor's safety programs or procedures, all of which shall be the exclusive responsibility of Contractor. ENGINEER shall have no responsibility or liability for injuries to persons (including death), damage to property or economic loss caused by Contractor's operations under the Construction Contract. The CLIENT shall indemnify the ENGINEER from and against all injury and damage claims arising out of or based in whole or in part upon the operations of the contractor. ENGINEER shall have no power or authority to stop the Work. The power and authority to stop the Work is possessed exclusively by CLIENT.

2.9 Site Operations. If a Contractor is involved with the Relevant Project, CLIENT agrees that Contractor shall be solely and completely responsible for the conditions at all locations where the Work is performed and at all times that the Work is performed (including Work performed outside of normal business or working hours), including the safety of all persons and property during performance of the Work, and compliance with any applicable health and safety laws or regulations, including the laws and regulations of the United States Occupational Safety and Health Administration ("OSHA") and any similar state or local governmental agencies. It is understood and agreed that ENGINEER shall not be responsible for jobsite safety, and that ENGINEER shall not be responsible for the health or safety of any persons other than ENGINEER's own employees.

2.10 Soils Conditions. Unless the Services specifically require ENGINEER to perform or to engage a subconsultant to perform a soils investigation, to provide or to engage a subconsultant to provide a soils report, or to perform or to engage a subconsultant to perform soils testing, ENGINEER makes no representations concerning soils conditions and ENGINEER shall have no responsibility or liability for the making or failure to make soils investigations or reports, or to the performance or failure to perform any soils testing.

2.11 Interpretations and Decisions. If ENGINEER is required by the Construction Contract between CLIENT and Contractor to evaluate whether Contractor's Work conforms to the requirements of the Construction Contract or to evaluate claims by Contractor or CLIENT to adjustments of the contract price to be paid to Contractor for the Work (the "Contract Price") or the contract time afforded to Contractor to perform the Contractor's Work (the "Contract Time") or any other claims by Contractor or CLIENT for relief under the Construction Contract, or if ENGINEER is required by CLIENT or Contractor to evaluate any Work or claims, or if ENGINEER agrees to evaluate any Work or claims, then ENGINEER shall evaluate such Work or claims as an unbiased neutral third party and such evaluations and decisions made by ENGINEER shall be rendered in good faith and with impartiality. CLIENT agrees that ENGINEER shall not be liable to CLIENT or Contractor for any evaluations or decisions of such Work or claims made by ENGINEER in good faith. Subject to the limitations and conditions of Article 10 of

this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless ENGINEER and ENGINEER's past and current officers, directors, partners, members, employees and agents, and each of them, from and against any claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any such evaluation or decision made by ENGINEER, provided, however, CLIENT shall not be required to indemnify, defend or hold harmless such indemnified parties from or against any claims or liabilities if ENGINEER is adjudicated to have made the evaluation and/or decision with negligence or in bad faith. CLIENT and ENGINEER agree that the obligations set forth in this Section 2.11 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement and/or a Work Release incorporating by reference this Agreement, and/or final payment for ENGINEER's Services for a Relevant Project.

2.12 Opinions of Probable Construction Costs. If ENGINEER's Services include the evaluation of CLIENT's budgets for construction costs or include providing ENGINEER's opinions of probable construction costs, CLIENT understands that ENGINEER has no control over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of CLIENT's budgets and/or the opinions of probable construction costs provided by ENGINEER are ENGINEER's professional judgment as a design professional familiar with the construction industry. ENGINEER makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or negotiated prices or actual construction costs, and ENGINEER does not represent or warrant that bids or negotiated prices will not vary from CLIENT's budget for the Relevant Project or from opinions of probable construction costs or from evaluations of CLIENT's budgets prepared or agreed to by ENGINEER.

2.13 Unknown Conditions. Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risks to ENGINEER and/or ENGINEER's Consultants, or their employees or agents, in the performance of the Services not known to ENGINEER when the Work Release for the Relevant Project was executed ("Unknown Conditions"). If Unknown Conditions are encountered, ENGINEER shall promptly notify CLIENT of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and ENGINEER shall consult with CLIENT regarding possible actions, including: (i) suspend the Services and/or the Work until the Unknown Conditions are further studied by CLIENT, and the additional risks imposed by the Unknown Conditions are eliminated by CLIENT or are reduced by CLIENT to levels acceptable to both ENGINEER and CLIENT; (ii) complete the Services in accordance with the scope of Services described in the Work Release, if to do so is agreed by both ENGINEER and CLIENT to be practical; (iii) agree to a Change in Services (defined in Section 6.1 of this Agreement); or (iv) agree to a termination of the Work Release for CLIENT's convenience.

2.14 Hazardous Materials. Unless otherwise provided in the Engineering Contract, ENGINEER and ENGINEER's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Relevant Project site, unless the hazardous materials or toxic substances were brought to the Relevant Project site by ENGINEER or ENGINEER's Consultants. ENGINEER shall have the duty and responsibility to report to CLIENT the presence and location of any hazardous materials or toxic substances at the Relevant Project site which ENGINEER or ENGINEER's Consultants discover. In the event ENGINEER or any other party encounters hazardous materials or toxic substances at the Relevant Project site, or should it become known that such materials or substances are present at the Relevant Project site or its adjacent areas that may affect the performance of ENGINEER's Services, ENGINEER may, at its option, and without liability for consequential or other damages, suspend performance of the Services until CLIENT retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. CLIENT shall indemnify ENGINEER from and against all claims arising out of or based in whole or in part upon any hazardous materials issues existing at the Relevant Project site.

2.15 Certificates. ENGINEER shall not be required in the performance of the Services to execute certificates that would require knowledge, services or responsibilities beyond the scope of the Engineering Contract. Any certificate or certification provided by ENGINEER pursuant to the Engineering Contract is a statement of professional opinion based on ENGINEER's knowledge, information, and belief exercising that degree of skill and care required in accordance with Section 2.3, and is not an affirmation or warranty of any existing fact or condition.

2.16 Confidentiality. Except for disclosures reasonably necessary to perform the Services of a Relevant Project, ENGINEER shall maintain the confidentiality of any information obtained from or through CLIENT and

specifically designated as confidential by CLIENT, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent ENGINEER from establishing a claim or defense in an adjudicatory proceeding. ENGINEER shall require of ENGINEER's Consultants similar agreements to maintain the confidentiality of information obtained from or through CLIENT and specifically designated as confidential by CLIENT.

2.17 Conflicts of Interest. Except with CLIENT's knowledge and consent, ENGINEER shall not engage in any activity, or accept any employment, interest or contribution that will compromise ENGINEER's professional judgment with respect to the Relevant Project.

2.18 Promotional Materials. Unless prohibited by the CLIENT, ENGINEER shall have the right to include photographic or artistic representations of the Relevant Project and of the Services among ENGINEER's promotional and professional materials. ENGINEER's photographic or artistic representations shall not include CLIENT's confidential or proprietary information, if CLIENT has previously advised ENGINEER in writing of the specific information considered by CLIENT to be confidential or proprietary. CLIENT shall provide professional credit to ENGINEER on the Relevant Project's construction sign and in CLIENT's other promotional materials for the Relevant Project.

2.19 Independent Contractor. ENGINEER shall perform the Services as an independent contractor, and all persons employed by ENGINEER as ENGINEER's employees shall be employees of ENGINEER, not employees of CLIENT in any respect. ENGINEER may not bind CLIENT except as specifically authorized by CLIENT in the Engineering Contract or in another writing. Nothing in this Agreement is intended to, nor shall it be construed to, create a fiduciary relationship between CLIENT and ENGINEER or to impose any fiduciary duties or obligations on ENGINEER with respect to the performance of the Services.

ARTICLE 3. SCHEDULE FOR SERVICES.

The schedule for the performance by ENGINEER of the Services for a Relevant Project shall be stipulated in the Work Release for the Relevant Project. ENGINEER shall periodically update this schedule as the Relevant Project proceeds. The updated schedule shall reflect adjustments to the Relevant Project milestone dates, including the time for performance of the Services, due to Changes in Services (defined in Section 6.1 of this Agreement) and Relevant Project delays not within the control of ENGINEER. The updated schedule shall be submitted to the CLIENT for approval, which approval shall not be unreasonably withheld. Time limits established by this schedule approved by CLIENT shall not, except for reasonable cause, be exceeded by ENGINEER or CLIENT. ENGINEER shall not be responsible for delays in the schedules caused by CLIENT (including changes in the Relevant Project time parameters, Changes in Services, changes in the Work or changes in the Relevant Project budgets), CLIENT's other consultants, Contractor, governmental authorities with jurisdiction over the Relevant Project, or others not subject to the control of ENGINEER.

ARTICLE 4. CONSIDERATION AND PAYMENT.

4.1 Consideration. For satisfactory performance of the Services of a Relevant Project, CLIENT shall pay ENGINEER consideration in the form of fees and expenses in the amounts and using the methods of calculation described in the Work Release for the Relevant Project. Compensation for the Services of a Relevant Project shall be made in accordance with one of three methods, as follows: (i) a negotiated lump sum; (ii) on the basis of hourly rates and reimbursable expenses as described in the Work Release for the time and expenses incurred in the performance of the Services; or (iii) some other mutually agreed upon compensation method described in the Work Release. The specific method of compensation shall be agreed in the Work Release for the Relevant Project.

4.2 Invoices. All invoices submitted to CLIENT for Services performed for a Relevant Project shall contain references to the date of this Agreement and the number of the Work Release issued for the Services. Invoices shall be submitted for the Services of a Relevant Project as required by the Work Release for that Relevant Project. If required by the Work Release, invoices shall contain copies of supporting documents and proof of expenditures on behalf of CLIENT. Unless otherwise required by the Work Release for a Relevant Project, payments on account of Services rendered and for reimbursable expenses incurred shall be made monthly within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services. No deduction shall be made from ENGINEER's compensation on account of penalty, liquidated damages or other sums withheld from payments

to Contractors, or on account of the cost of changes in the Work other than those for which ENGINEER has been adjudged to be liable.

4.3 Over Due Payments. CLIENT agrees to pay to ENGINEER interest at the rate of eighteen percent (18%) per annum on the unpaid balance due for Services from and after the date payment is due pursuant to the terms of the Engineering Contract. Collection fees and/or attorney fees that are required to collect unpaid invoices shall be paid by the CLIENT.

ARTICLE 5. OWNERSHIP AND RIGHTS IN INSTRUMENTS OF SERVICE.

5.1 Instruments of Service. Drawings, specifications and other documents, including those in electronic form, prepared by ENGINEER and ENGINEER's consultants for a Relevant Project are Instruments of Service for use solely by CLIENT with respect to the Relevant Project. ENGINEER and ENGINEER's Consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights. Upon execution of this Agreement, ENGINEER grants to CLIENT a nonexclusive license to reproduce ENGINEER's Instruments of Service for purposes of constructing, using and maintaining the Relevant Project, provided that CLIENT shall comply with all obligations, including prompt payment to ENGINEER of all consideration when due, under the Engineering Contract.

5.2 Authorized Use. CLIENT shall be permitted to authorize Contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by the license granted to CLIENT in Section 5.1 of this Agreement. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Relevant Project is not to be construed as publication in derogation of the reserved rights of ENGINEER and ENGINEER's Consultants.

5.3 Restrictions on Use. CLIENT shall not use the Instruments of Service for future additions or alterations to the Relevant Project or for other projects, unless CLIENT obtains the prior written agreement of ENGINEER and ENGINEER's Consultants. Any unauthorized use or modification of the Instruments of Service shall be at CLIENT's sole risk and without liability to ENGINEER or ENGINEER's Consultants.

5.4 Indemnity for Unauthorized Use. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless ENGINEER and ENGINEER's Consultants and their past and current officers, directors, and partners from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by CLIENT or any person or entity that obtained the Instruments of Service from or through CLIENT or CLIENT's agents or representatives.

5.5 Survival of Obligations. CLIENT and ENGINEER agree that the obligations set forth in this Article 5 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for ENGINEER's Services for a Relevant Project.

ARTICLE 6. CHANGE IN SERVICES.

6.1 Accomplishing Changes in Services. A change in ENGINEER's Services for a Relevant Project (a "Change in Services") may be accomplished after the execution of this Agreement and the Work Release for the Relevant Project without invalidating the Engineering Contract (i) if the Change in Services is mutually agreed in writing by CLIENT and ENGINEER, or (ii) if the Change in Services is caused by one of the circumstances described in Section 6.2 of this Agreement, ENGINEER gives CLIENT written notice of the circumstance and the Change in Services required thereby, and CLIENT does not give timely written notice to ENGINEER that CLIENT has determined that all or a part of the Change in Services is not required. If CLIENT gives ENGINEER timely written notice that a Change in Services is not required due to one or more of the circumstances described in Section 6.2 of this Agreement, ENGINEER shall have no obligation to provide those services. If CLIENT does not give timely written notice to ENGINEER after receiving a written notice from ENGINEER of a circumstance described in Section 6.2 of this Agreement and the Change in Services required thereby, CLIENT shall be deemed to have authorized ENGINEER to perform the Change in Services. Except for a Change in Services due to the fault

of ENGINEER, a Change in Services shall entitle ENGINEER to: (a) an equitable adjustment in ENGINEER's compensation described in the Work Release for the Relevant Project (including fees and reimbursable expenses), as modified by the Change in Services; and (b) an equitable adjustment in the schedule described in the Work Release for the Relevant Project, if the Change in Services affects ENGINEER's time for performance of the Services, as modified by the Change in Services.

6.2 Circumstances Justifying a Change in Services. If any of the following circumstances affect ENGINEER's Services for the Relevant Project, ENGINEER shall be entitled to an adjustment in ENGINEER's schedule and compensation as provided in Section 6.1 of this Agreement.

- .1 A change in the instructions or approvals given by CLIENT that necessitate revisions in Instruments of Service;
- .2 Enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 Decisions of CLIENT not rendered in a timely manner;
- .4 Significant change in the Relevant Project including, but not limited to, size, quality, complexity, CLIENT's schedule or budget, or the delivery or procurement method; and
- .5 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding that had not been anticipated and budgeted for by ENGINEER.

6.3 Providing Evidence. If ENGINEER or an employee of ENGINEER is requested by CLIENT or is compelled by subpoena or other legal process by CLIENT or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which ENGINEER is not a party, CLIENT agrees to compensate ENGINEER on the basis of hourly rates and reimbursable expenses according to ENGINEER's Rate Schedule then in effect for the time and expenses reasonably incurred by ENGINEER in providing such evidence, provided that ENGINEER is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence. This obligation shall survive the completion of ENGINEER's Services for the relevant Project.

ARTICLE 7. CLIENT'S RESPONSIBILITIES.

7.1 Obligation to Make Payment. CLIENT shall make timely payment of compensation, including fees and reimbursable expenses, to ENGINEER for the Services.

7.2 Obligation to Provide Information. CLIENT shall provide to ENGINEER full information in a timely manner regarding requirements for and limitations on the Relevant Project.

7.3 Obligation to Provide Professional Services. CLIENT shall furnish the Services of the Consultants, if any, reasonably required for the Relevant Project that ENGINEER is not required to engage in the performance of the Services. CLIENT shall also furnish all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Relevant Project to meet CLIENT's needs and interests.

7.4 Obligation to Give Notice of Fault or Defect. CLIENT shall provide prompt written notice to ENGINEER if CLIENT becomes aware of any fault or defect in the ENGINEER's Services for the Relevant Project, including any errors, omissions or inconsistencies in ENGINEER's Instruments of Service.

7.5 Obligation to Give Evidence of Financial Arrangements. At the written request of ENGINEER, CLIENT shall promptly furnish to ENGINEER reasonable evidence that financial arrangements have been made by CLIENT to fulfill CLIENT's obligations to ENGINEER under the Engineering Contract.

7.6 Obligation to Provide Access. ENGINEER shall have access to the Relevant Project site and to all areas where the Work is performed or located. CLIENT shall procure all permits, licenses, rights-of-entry and

access for ENGINEER to enter upon and to perform Services at any public or private property required for ENGINEER to perform the Services.

7.7 Other Obligations of the Engineering Contract. CLIENT shall perform all other obligations of CLIENT with respect to the Relevant Project described elsewhere in this Agreement or in the Work Release.

ARTICLE 8. INDEMNIFICATION.

8.1 ENGINEER's General Agreement to Indemnify. Subject to the limitations and conditions of Sections 2.8 and 2.11 and Article 10 of this Agreement, to the fullest extent permitted by law ENGINEER agrees to indemnify, defend, and hold harmless CLIENT and CLIENT's consultants, and their past and current officers, directors, partners, members, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss adjudicated to have been caused by any negligent act, error or omission or intentionally wrongful conduct of ENGINEER or ENGINEER's Consultants or their employees or agents in the performance of the Services.

8.2 CLIENT's General Agreement to Indemnify. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT agrees to indemnify, defend, and hold harmless ENGINEER and ENGINEER's Consultants, and their past and current officers, directors, partners, members, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss adjudicated to have been caused by any negligent act, error or omission or intentionally wrongful conduct of CLIENT or CLIENT's Consultants or their employees or agents.

8.3 ENGINEER's Agreement to Indemnify for Infringement. Subject to the limitations and conditions of Sections 2.8 and 2.11 and Article 10 of this Agreement, to the fullest extent permitted by law ENGINEER agrees to indemnify, defend, and hold harmless CLIENT and CLIENT's consultants, and their present and current officers, directors, partners, members, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages caused by infringement or violation of any patent or copyright originating from ENGINEER's services.

8.4 CLIENT's Agreement to Indemnify for Infringement. CLIENT represents and warrants to ENGINEER and ENGINEER's Consultants that CLIENT has ownership of, or the legal authorization or license to use any drawings, specifications, design details or other documents delivered by CLIENT or CLIENT's agents or representatives to ENGINEER or ENGINEER's Consultants for use in connection with the Relevant Project. If any suit, claim or proceeding for infringement or violation of a patent or copyright is based in whole or in part upon any documents provided to ENGINEER, subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend, and hold harmless ENGINEER and ENGINEER's Consultants, and their past and current officers, directors, partners, and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages caused by the alleged infringement or violation of the patent or copyright.

8.5 Survival of Obligations. CLIENT and ENGINEER agree that the obligations set forth in this Article 8 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for ENGINEER's Services for a Relevant Project.

ARTICLE 9. INSURANCE.

9.1 ENGINEER's Insurance Coverage. ENGINEER agrees to procure, prior to commencing the Services of a Relevant Project, insurance policies with insurance coverage and insurance limits as specified below.

.1 Commercial General Liability Insurance

Combined Single Limits per occurrence
(covering bodily injury liability and
property damage liability)

\$1,000,000

	Annual Aggregate	\$2,000,000
.2	Comprehensive Automobile Liability Insurance	
	Combined Single Limits per occurrence (including bodily injury liability and property damage liability)	\$1,000,000
.3	Worker's Compensation Insurance	Statutory Requirement
.4	Employer's Liability Insurance	\$1,000,000
.5	Professional Liability Insurance	\$1,000,000 per claim; \$2,000,000 annual aggregate

9.2 Professional Liability Insurance. ENGINEER's professional liability insurance is procured on a claims-made basis, expense within limits. The policy of insurance is not project specific. ENGINEER agrees to continue its Professional Liability Insurance in place without interruption for a period of not less than two (2) years from the date final payment is due to ENGINEER for the Services of a Relevant Project. The available insurance limits of the Professional Liability Insurance at any given time are dependent on the payment by the insurance carrier of claims and claim expenses during the applicable policy year.

ARTICLE 10. CLAIMS AND LIABILITIES.

10.1 Consequential Damages Waiver. ENGINEER and CLIENT mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of relating to the Engineering Contract or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or suspension of services in accordance with Article 12 of this Agreement.

10.2 Limitation of Liability. ENGINEER shall procure and maintain the insurance coverage required by Article 9 of this Agreement. CLIENT agrees that the maximum limits therein represents the maximum liability in the aggregate of ENGINEER and ENGINEER's consultants to CLIENT and anyone claiming by, through or under CLIENT, or to any third parties (including, without limitation, any contractors, subcontractors, suppliers or consultants providing any work or services to the Relevant Project or their employees or agents). Any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way relating to a Relevant Project, the Work Release for a Relevant Project, or the Services of a Relevant Project, from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability, or breach of contract or warranty (whether express or implied) of ENGINEER or ENGINEER's Consultants (after collectively, "Claims"), shall not exceed the maximum of the unexhausted and available insurance limits of ENGINEER's insurance policies (the "Limitation of Liability"), affording insurance coverage for the Claims at the time the liability for the Claims is fixed by judgment entered by a court of competent jurisdiction or by the execution of an enforceable Settlement Agreement. CLIENT shall hold ENGINEER and ENGINEER's Consultants, harmless from and against any liability arising or resulting from Claims in excess of the Limitation of Liability.

10.3 Certificate of Merit. CLIENT shall make no claim (directly or in the form of a third-party claim) against ENGINEER for an alleged act, error or omission in the performance of the Services for a Relevant Project, unless CLIENT has first provided to ENGINEER a written certificate executed by an independent engineer, or other design professional of the appropriate discipline, licensed in the state in which the Relevant Project is located, specifying the acts, errors or omissions of ENGINEER and/or ENGINEER's Consultants claimed by CLIENT and certifying that the acts, errors, or omissions of ENGINEER and/or ENGINEER's Consultants claimed by CLIENT violate the standard of skill and care required by Section 2.3 of this Agreement applicable on the date of such alleged acts, errors or omissions of ENGINEER and/or ENGINEER's Consultants. Such certificate shall be

provided to ENGINEER not less than thirty (30) calendar days prior to the institution of any legal or equitable proceedings against ENGINEER by CLIENT for such alleged acts, errors or omissions.

10.4 Betterment. ENGINEER acknowledges and agrees that he shall be liable to CLIENT for damages suffered by CLIENT caused by failure of ENGINEER or ENGINEER's Consultants to exercise the standard of skill and care required by Section 2.3 of this Agreement in the performance of the Services for a Relevant Project. CLIENT acknowledges and agrees that if CLIENT would have paid costs or expenses including costs and expenses of construction of the improvements of the Relevant Project, if ENGINEER and/or ENGINEER's Consultants had exercised the standard of skill and care required by Section 2.3 of this Agreement in the performance of the Services for the Relevant Project, such greater costs and expenses as would have been incurred by CLIENT in the absence of negligence or intentionally wrongful conduct of ENGINEER and/or ENGINEER's Consultants shall be deducted from CLIENT's claims for damages as "value added" or "betterment".

10.5 Survival of Obligations. CLIENT and ENGINEER agree that the obligations set forth in this Article 10 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for ENGINEER's services for a Relevant Project.

ARTICLE 11. DISPUTE RESOLUTION.

11.1 Non-Binding Mediation. Any claim, dispute or other matter in question arising out of or relating to this Agreement or the Engineering Contract shall be subject to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of ENGINEER's Services, ENGINEER may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation, by arbitration or by litigation in courts of proper jurisdiction. CLIENT and ENGINEER shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the applicable Relevant Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event either party to the dispute has need of material information in the possession of the other party in order to prepare for mediation, CLIENT and ENGINEER shall attempt in good faith to agree on procedures for the expedited exchange of information, with the help of the mediator, if required.

11.2 Binding Dispute Resolution. Unless otherwise provided in the Work Release, all claims, counterclaims, disputes and other matters in question between CLIENT and ENGINEER arising out of or related to this Agreement or the Engineering Contract, or the breach of this Agreement or the Engineering Contract, or the Services performed pursuant thereto, shall be decided in such binding dispute resolution proceedings as CLIENT and ENGINEER shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the applicable Relevant Project is located. Prior to engaging in arbitration (if the parties mutually agree to arbitration after the dispute arises) or litigation, the parties shall endeavor to resolve the dispute by non-binding mediation in accordance with the provisions of Section 11.1 of this Agreement.

11.3 Continued Performance of Services. If ENGINEER elects to continue to perform the Services of the Relevant Project pending the resolution of a dispute, CLIENT shall continue to make payments to ENGINEER of all amounts due ENGINEER under the Engineering Contract that are not in dispute.

ARTICLE 12. SUSPENSION AND TERMINATION.

12.1 ENGINEER's Termination/Suspension of Services for Non-Payment. If CLIENT fails to make payments to ENGINEER for the Services of a Relevant Project in accordance with the Engineering Contract, such failure shall be considered substantial nonperformance and cause for termination of the Work Release for the Relevant Project pursuant to Section 12.4 of this Agreement or, at ENGINEER's option, cause for suspension by ENGINEER of performance of the Services for the Relevant Project. If ENGINEER elects to suspend the Services for the Relevant Project, prior to suspension of the Services, ENGINEER shall give ten (10) calendar days' prior written notice to CLIENT. If the default is not cured by CLIENT in such ten (10) day period after the receipt by

CLIENT of such written notice, ENGINEER may suspend the Services for the Relevant Project until the default is cured, or until ENGINEER terminates the applicable Work Release for cause pursuant to Section 12.4 of this Agreement. In the event of a suspension of the Services for a Relevant Project, ENGINEER shall have no liability to CLIENT for delays or damages caused CLIENT because of such suspension of the Services. Before resuming the Services, ENGINEER shall be paid all sums due prior to the suspension of the Services, and any expenses incurred in the interruption and resumption of ENGINEER's Services. ENGINEER's fees and expenses for resuming the Services and the time schedules for the performance of the Services shall be equitably adjusted.

12.2 Suspension of Services for CLIENT's Convenience. CLIENT may, by written notice to ENGINEER, direct ENGINEER to suspend performance of any or all of the Services of a Relevant Project for a period of time specified in the written notice. If such suspension is not occasioned by the fault or negligence of ENGINEER, then ENGINEER shall be compensated for extra fees and costs incurred due to such suspension of ENGINEER's Services of the Relevant Project. Upon receipt of a written notice from CLIENT directing ENGINEER to suspend the performance of the Services of a Relevant Project, ENGINEER shall (i) discontinue the Services in accordance with CLIENT's notice, (ii) unless otherwise provided in CLIENT's notice, enter into no further subcontracts, and (iii) unless otherwise provided in CLIENT's notice, suspend all ENGINEER's existing subcontracts. If CLIENT suspends all or any portion of the Services of a Relevant Project, whether by a single notice for a consecutive period of suspension or by multiple notices for non-consecutive periods of suspension, for a period of time exceeding in the aggregate 120 calendar days, ENGINEER may, at ENGINEER's sole option, terminate the Engineering Contract for the Relevant Project for cause pursuant to Section 12.4 of this Agreement.

12.3 Termination for Convenience. This Agreement and any Work Release may be terminated by CLIENT for CLIENT's convenience and without cause upon delivery to ENGINEER of a written notice of such termination for convenience. This Agreement (but not any Work Release) may be terminated by ENGINEER for ENGINEER's convenience and without cause upon delivery to CLIENT of a written notice of such termination for convenience.

12.4 Termination for Cause. A Work Release for a Relevant Project may be terminated by either party for cause should the other party fail substantially to perform in accordance with the terms of the Engineering Contract through no fault of the party initiating the termination, if within ten (10) calendar days after the receipt of a written notice of default from the party initiating the termination, the party in default does not cure the defaults.

12.5 Compensation Due Upon Termination. In the event of the termination of this Agreement or a Work Release not the fault of ENGINEER, ENGINEER shall be compensated for the Services performed prior to termination, together with reimbursable expenses then due and all expenses directly attributable to the termination for which ENGINEER is not otherwise compensated. In the event of a termination of this Agreement or a Work Release by CLIENT for CLIENT's convenience, and without cause, ENGINEER waives any claim for anticipated fees or profit on the value of the Services not performed by ENGINEER. In the event of a termination of a Work Release by either party for cause, the terminating party shall be entitled to recover from the defaulting party all damages caused by the defaulting party's breach of this Agreement and/or the Engineering Contract and the termination of the Work Release, including, in the case of a termination by ENGINEER for cause, ENGINEER's anticipated profit on the value of the Services not performed by ENGINEER.

12.6 Effect of Termination of Work Release. The termination of a Work Release as to a Relevant Project shall not terminate this Agreement or the Engineering Contract in respect to any Relevant Project the subject of a Work Release that has not been terminated.

12.7 Effect of Termination of this Agreement. This Agreement and the Engineering Contract shall remain in effect and binding upon CLIENT and ENGINEER after the effective date of the termination of this Agreement as to any Relevant Project for which ENGINEER is performing Services after the effective date of the termination of this Agreement. The Engineering Contract for a Relevant Project shall remain in effect and binding upon CLIENT and ENGINEER after the effective date of the termination of this Agreement and/or the Engineering Contract for a Relevant Project as to any and all terms, conditions, promises or obligations of this Agreement and the Engineering Contract for a Relevant Project that are intended by the parties to survive the completion of the Services with respect to the Relevant Project and/or are intended to survive the termination of the Engineering Contract for a Relevant Project.

ARTICLE 13. MISCELLANEOUS PROVISIONS.

13.1 Notices. All notices given pursuant to this Agreement and the Engineering Contract shall be in writing and shall be given by personal service, or by United States mail. If notice is given by personal service, written notice must be delivered in person to the individual or to a managing agent of the corporate office of a corporation for which notice is intended. If notice is given by United States mail, it must be sent by United States certified mail, return receipt requested, postage prepaid, and it must be addressed to the person or corporate office of a corporation for which notice is intended. All notices pursuant to this Agreement and the Engineering Contract shall be deemed given upon the earlier of the following: (i) the date of personal delivery of the notice to the person or managing agent of the corporate office for which the notice is intended, as evidenced by a sworn statement of the person personally delivering the notice, stating the name of the person to whom the notice was delivered and the date of delivery; or (ii) the date the notice is postmarked, if the notice is sent by United States certified mail. If the last day for giving any notice or taking any action required or permitted under this Agreement or the Engineering Contract falls on a Saturday, Sunday or legal holiday (in the state where the Relevant Project is located), the last day for giving such notice or taking such action shall be the next legal business day. Except as modified by a party by giving the other party written notice of a change, notices shall be given as follows:

.1 Notice to CLIENT shall be delivered or addressed to:

(a) CLIENT's Designated Representative for the Relevant Project identified in the Work Release at the address for such CLIENT's Designated Representative as set forth in the Work Release.

.2 Notice to ENGINEER shall be delivered or addressed to:

(a) ENGINEER's Designated Representative for the Relevant Project identified in the Work Release, at the address for such ENGINEER's Designated Representative as set forth in the Work Release.

13.2 Assignments. Neither CLIENT nor ENGINEER shall assign this Agreement or the Engineering Contract or any right, interest or claim for damages arising under this Agreement or the Engineering Contract without the written consent of the other, except that CLIENT may make a conditional collateral assignment of this Agreement and the Engineering Contract to an institutional lender providing financing for the Relevant Project, conditioned on CLIENT's default in its obligations to such lender regarding the financing for the Relevant Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume CLIENT's rights and obligations under this Agreement and the Engineering Contract. If ENGINEER's Services are affected or delayed by CLIENT's default or the assignment of this Agreement or the Engineering Contract to the lender, ENGINEER's fees for the remaining Services of the Relevant Project and the time schedules for the performance of the remaining Services of the Relevant Project shall be equitably adjusted.

13.3 Persons Bound. CLIENT and ENGINEER, respectively, bind themselves, their partners, members, successors, assigns and legal representatives to the other party to this Agreement with respect to all terms, conditions, promises and obligations of this Agreement and the Engineering Contract.

13.4 Third Party Beneficiaries. Nothing contained in this Agreement or the Engineering Contract shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or ENGINEER. ENGINEER's Services under this Agreement and the Engineering Contract are being performed solely for CLIENT's benefit, and no other person or entity shall have any claim against ENGINEER arising under this Agreement or the Engineering Contract or arising from the performance or non-performance of the Services.

13.5 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the terms, conditions, promises or obligations of this Agreement or the Engineering Contract or to exercise any rights under this Agreement or the Engineering Contract shall not be construed as a waiver or relinquishment to any extent of that party's right to assert or rely upon such terms, conditions, promises, obligations or rights on any future occasion.

13.6 Severability. Any provisions of this Agreement or the Engineering Contract prohibited, or rendered unenforceable, by any local, state or federal law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement and the Engineering Contract.

13.7 Employment Fees. In the event CLIENT hires directly any employee of ENGINEER within one (1) year after final payment is due to ENGINEER for the Services of a Relevant Project, CLIENT agrees to reimburse ENGINEER a monetary amount equal to six (6) months' wages for the employee so hired by CLIENT as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

13.8 Governing Law. This Agreement and the Engineering Contract shall be governed by the laws of the state in which the Relevant Project is located, exclusive of its conflict of laws rules.

13.9 Execution. This Agreement and each Work Release shall be executed by duly authorized representatives of the parties. Those persons executing this Agreement and the Work Releases which incorporate by reference this Agreement represent and warrant to the other party that they are duly authorized to execute this Agreement and the Work Releases and to bind the party for whom they have signed to the terms, conditions, promises and obligations of this Agreement and the Work Releases.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized representatives, this Agreement in duplicate on the respective dates indicated below.

ATTEST: Kristina Stevens
Name: Kristina Stevens
Title: Town Clerk

HOLDEN TOWN

By: [Signature]
Print Name: JAMES W. HASNER
Title: MAYOR
Date: 12-11-2019

ATTEST: Jesse Ralphs
Name: Jesse Ralphs
Title: Service Center Manager

SUNRISE ENGINEERING, INC.

By: [Signature]
Print Name: Robert W. Worley
Title: Vice President
Date: October 16, 2019

WORK RELEASE NO. 2017-1

This Work Release is entered into by and between HOLDEN TOWN (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER).

ARTICLE 1. INCORPORATION OF AGREEMENT FOR ENGINEERING AND TECHNICAL SERVICES

CLIENT and ENGINEER acknowledge and agree that CLIENT and ENGINEER executed an Agreement for Engineering and Technical Services dated October 15, 2019, hereinafter referred to as the "Agreement". The Agreement and the terms, conditions, promises and obligations of the Agreement are hereby incorporated by reference into this Work Release and will, to the extent not in direct conflict with the terms, conditions, promises and/or obligations of this Work Release, be applicable to the engineering and technical services described in this Work Release and any change in services entered with respect to this Work Release (the "Services") ENGINEER has agreed to perform for the project described in Article 2 of this Work Release (the "Project").

ARTICLE 2. THE PROJECT

CLIENT's Project for which CLIENT has engaged ENGINEER to perform the Services is generally described as follows:

Holden Town 40 Year Water Rights Plan - A Holden Town Water Rights Plan to use and help protect the current water right inventory.

ARTICLE 3. SCOPE OF ENGINEER'S SERVICES

1. 40 Year Water Rights Plan – ENGINEER will prepare a 40 Year Water Rights Plan which includes the following:
 - a) A summary of current water rights and the quantifications in acre feet.
 - b) Research and analysis of the current water rights in use, summer and winter use, and an estimate of the current overflows.
 - c) A summary of the culinary water system, measuring points, and current connections.
 - d) An analysis of how much water right is available, that may be pumped in the future from an underground source.
 - e) Water Right Recommendations.
 - f) Projected 40-year water needs.
2. Water Right Extension Request – ENGINEER will assist the CLIENT with preparing and submitting an extension request on the water rights associated with the CLIENT's planned, but yet undrilled well. CLIENT will be responsible for paying associated filing fees to the Division of Water Rights.

ARTICLE 4. CLIENT'S RESPONSIBILITIES

CLIENT's responsibilities will be as follows:

a) Access to Property:

CLIENT will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required by ENGINEER to perform his services.

b) Notices:

CLIENT will give prompt written notice to ENGINEER, whenever CLIENT becomes aware of developments that affect the scope of timing of the Engineering Services.

c) Access to Records:

CLIENT will make available to ENGINEER those records designated by ENGINEER as being necessary for the development of the PROJECT.

ARTICLE 5. PERIOD OF PERFORMANCE OF WORK

Work is to begin when released by CLIENT. Pre-final draft will be delivered for client review within 90 days of the notice to proceed. Final draft will be delivered within 30 days of receipt of comments on draft from client.

ARTICLE 6. COMPENSATION

For Item 1 – 40 Year Water Rights Plan, CLIENT agrees to compensate ENGINEER for the lump sum amount of \$5,000.

For Item 2 – Water Right Extension Request, CLIENT agrees to compensate ENGINEER for the lump sum amount of \$300.

Any additional services not listed above, that are requested by CLIENT and concurred by ENGINEER, will be performed at the rates and fees shown in the attached Exhibit A. ENGINEER will submit itemized billings, each month for this work.

ARTICLE 7. INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be sent to:

HOLDEN TOWN
56 NORTH MAIN, PO BOX 30127
HOLDEN, UT 84636

Invoices shall be submitted monthly based on the prior month's effort, and are due and payable within (30) thirty days.

SUNRISE ENGINEERING
FEE SCHEDULE
EXHIBIT A

WORK CODE	WORK CLASSIFICATION	HOURLY RATE	WORK CODE	WORK CLASSIFICATION	HOURLY RATE
101	Engineer Intern (E.I.T.) I	\$99	404	CAD Drafter IV	\$104
102	Engineer Intern (E.I.T.) II	\$108	451	Training Specialist I	\$130
103	Engineer III	\$137	456	Training Manager	\$156
104	Engineer IV	\$154	460	Training Director	\$180
105	Engineer V	\$174	500	Funding Specialist	\$126
110	Principal Engineer	\$196	510	Plan Reviewer	\$110
121	Electrical Engineer Intern (E.I.T.) I	\$109	511	Building Inspector I	\$65
122	Electrical Engineer Intern (E.I.T.) II	\$122	512	Building Inspector II	\$87
123	Electrical Engineer III	\$138	513	Building Inspector III	\$108
124	Electrical Engineer IV	\$159	525	Building Official	\$126
125	Electrical Engineer V	\$175	601	GIS Tech	\$68
126	Principal Electrical Engineer	\$196	602	GIS Tech II	\$78
301	Engineering Tech I	\$77	611	GIS Specialist I	\$98
302	Engineering Tech II	\$95	613	GIS Analyst	\$112
303	Engineering Tech III	\$108	614	GIS Programmer	\$98
304	Engineering Tech IV	\$133	615	GIS Team Lead	\$128
311	Electrical Tech I	\$84	51	Administrative I	\$45
312	Electrical Tech II	\$95	52	Administrative II	\$59
313	Electrical Tech III	\$105	53	Administrative III	\$74
314	Electrical Tech IV	\$116	712	Project Manager II	\$165
315	Electrical Tech V	\$127	723	Water Rights Specialist III	\$123
351	Construction Observer I	\$67	921	Survey Tech	\$80
352	Construction Observer II	\$88	930	Survey CAD Tech	\$115
353	Construction Observer III	\$98	935	One Man Survey Crew	\$150
354	Construction Observer IV	\$108	940	Survey Manager	\$160
401	CAD Drafter I	\$69	945	Registered Surveyor	\$170
402	CAD Drafter II	\$79	950	Principal Surveyor	\$185
403	CAD Drafter III	\$94			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$50 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$40 per day	N/A
High Density Scanner	\$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions.

Base 01-2019

WORK RELEASE NO. 2019-1

HOLDEN TOWN
WATER RIGHTS PROJECT 2019

HOLDEN TOWN
56 NORTH MAIN, PO BOX 30127
HOLDEN, UT 84636

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2019-1 will be effective as of the date of its full execution by CLIENT and ENGINEER, or CLIENT's acceptance of the performance by ENGINEER of the Services without written objection to the terms of this Work Release, whichever first occurs. The below-named duly authorized representatives of CLIENT and ENGINEER have executed this Work Release on the dates set forth herein below.

ENGINEER

SUNRISE ENGINEERING, INC.

By: 

Name: Jesse Ralphs, P.E.

Title: Civil Department Manager

Date: 10-25-2019

CLIENT

HOLDEN TOWN:

By: 

Name: James Masner

Title: Mayor

Date: 12-11-2019

Resolution 2019-3

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN AND CERTIFICATION

It shall be the declared policy of Holden Town to establish and follow the plan described below to minimize the adverse impacts on low- and moderate-income persons resulting from acquisition and relocation activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended. This plan does not replace but is supplementary to the acquisition and relocation requirements stated in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24), as amended, as well as the Utah Relocation Assistance Act.

I. REPLACEMENT OF DWELLING UNITS

A. Holden Town will replace all occupied and vacant occupiable low-to moderate-income dwelling units demolished or converted to a use other than as low-to moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(1) on a one-for-one basis, unless a written waiver has been received as provided for in 24 CFR 570.606(b)(1)(iii).

B. All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, Holden Town will make public and submit to the Housing & Community Development Division the following information in writing:

1. A description of the proposed assisted activity
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity
3. A time schedule for the commencement and completion of the demolition or conversion
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units
5. The source of funding and time schedule for the provision of replacement dwelling units
6. The basis for concluding that each replacement dwelling unit will remain a low-to moderate-income dwelling unit for at least 10 years from the date of initial occupancy

II. RELOCATION ASSISTANCE

Holden Town will provide relocation assistance, as described in 24 CFR 570.606(b)(2), to each low/moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities.

III. DISPLACEMENT STRATEGY

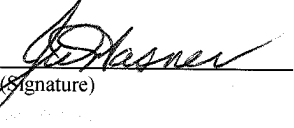
Consistent with the goals and objectives of activities assisted under the Housing and Community Development Act of 1974, as amended, Holden Town will take the following steps to minimize the displacement of persons from their homes:

- A. Stage the rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, rehabilitation of empty units to allow the shifting of tenants during rehabilitation of occupied units;
- B. Provide counseling to assist homeowners and renters to understand the range of assistance options available utilizing existing housing counseling programs to the greatest extent possible;
- C. Give priority in assisted housing units in the neighborhood to area residents facing displacement;
- D. Target Section 8 existing program certificates to households being displaced and recruit area landlords to participate in the program;
- E. Provide counseling and referral services to assist displaced homeowners and renters find alternative housing in the affected neighborhood; and
- F. Work with area landlords and real estate brokers to locate vacancies for households facing displacement.

IV. CERTIFICATION

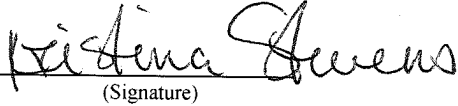
I certify that Holden Town has adopted the above Anti-displacement and Relocation Assistance Plan by formal resolution on this 11th day of December 2020.

Holden Town

By: 

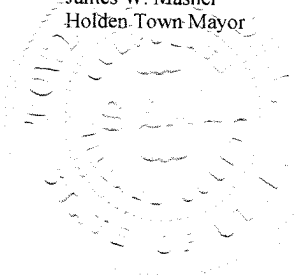
(Signature)

James W. Masner
Holden Town Mayor

Attest: 

(Signature)

Kristina Stevens
Holden Town Clerk



Resolution 2019-4

Holden Town Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the **Americans with Disabilities Act (ADA) of 1990**. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the **Holden Town**. The **Holden Town Personnel Policy** governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a recording of the complaint, will be made available for persons with disabilities upon requests.

The complaint should be submitted by the grievant and/or their designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Kristina Stevens
Holden Town Clerk
P.O. Box 360127
Holden, UT 84636

Within 15 calendar days after receipt of the complaint, **Kristina Stevens or her designee** will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, **Kristina Stevens or her designee** will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio recording. The response will explain the position of the **Holden Town** and offer options for substantive resolution of the complaint.

If the response by **Kristina Stevens or her designee** does not satisfactorily resolve the issue, the complainant and/or their designee may appeal the decision within 15 calendar days after receipt of the response to the Holden Town Mayor or their designee.

Within 15 calendar days after receipt of the appeal, the **Holden Town Mayor or their designee** will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the **Holden Town Mayor or their designee** will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by **Kristina Stevens or her designee**, appeals to the **Holden Town Mayor or their designee**, and responses from these two offices will be retained by the **Holden Town** for at least three years.

Holden Town

By: 
(Signature)

James W. Masner
Holden Town Mayor

Attest: _____
(Signature)

Kristina Stevens
Holden Town Clerk

Resolution 2019-5

Language Access Plan

Holden Town
December 11, 2019

Plan Statement

The Holden Town Council has adopted this plan to provide access to its programs and activities by persons with Limited English Proficiency (LEP). A Limited English Proficiency person is a person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. In accordance with State and Federal guidelines, the Holden Town Council will make reasonable efforts to provide or arrange free language assistance for its LEP persons that it serves.

Population Statistics

According to U.S. Census Bureau data, the estimated population of Holden Town for 2010 was 323. Of that number, an estimated 5% spoke a language other than English at home. The other languages spoken include Spanish at 5%, other Indo-European languages at 0%, Asian 0% and Pacific Island languages at 0%, and all other languages at 0%. Contact with persons of "Limited English Proficiency" shows that **Spanish** language assistance is by far the primary language assistance need.

Holden Town currently has 2 residents who live in the area served that do not speak English very well. Over the past year Holden Town has had calls/requests from non-English speaking citizens amounting to an estimated less than 1% of the calls/requests for the city. Those calls were mostly in Spanish.

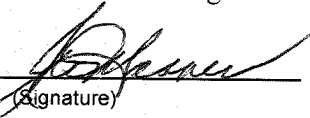
Language Assistance

Holden Town will make available "I Speak" language identification cards to any applicant or resident that has LEP. They will be located in the Holden Town Office and any other pertinent location that serves the public and will be available to everyone. We will also post information that translators can be made available upon request and that translators will be provided to applicants and residents who have LEP. Translators will be provided for Spanish Speaking people with the LEP using current employees from Holden Town that speak Spanish.

LAP Plan Distribution and Training

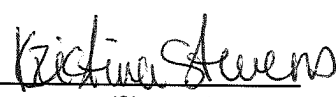
The LAP will be distributed to all staff at Holden Town and will be available in the Holden Town Office. Holden Town staff will receive annual training on the LEP. All new employees will be trained upon hiring so that they understand the LEP.

Signature of Presiding Officer:

By: 

(Signature)

James W. Masner
Holden Town Mayor

Attest: 

(Signature)

Kristina Stevens
Holden Town Clerk

December 11, 2019

Resolution 2019-6

Section 504 and ADA Effective Communication Policy

In compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, Holden Town will ensure that communications with individuals who have hearing, speech, vision, communication, and cognitive limitations are as effective as communications with others in the delivery of its programs, services, and activities.

Upon the request of a qualified individual with a disability affecting hearing, vision, speech, or cognitive limitations, Holden Town will furnish appropriate auxiliary aids and services where necessary to afford an individual an equal opportunity to participate in and have access to Holden Town services and activities.

Requests for Auxiliary Aids and Services

A qualified individual who anticipated participation in any Holden Town service or activity should make a request for the type of auxiliary aid or service that they will need within 48 hours of the time the aid or service is needed. The qualified individual's authorized representative may make the request for aid or service on their behalf. The Holden Town may make reasonable requests for documentation regarding the disability and the appropriateness of, or need for a specific auxiliary aid.

Holden Town will evaluate each request for an auxiliary aid or service on a case-by-case basis. Decisions for granting or denying an auxiliary aid or service will not be based on any generalized rules or broad policies but may include evaluation of whether another equally effective means of communication is available.

In addition, Holden Town is not required to provide an auxiliary aid or service if such would result in a fundamental alteration in the nature of the Holden Town service, program, or activity or in an undue financial and administrative burden.

Requests for auxiliary aids and services should be made to Holden Town's Section 504/ADA Compliance Coordinator whose contact information is provided below.

Grievance/Complaint Procedure

Any individual who believes that there has been a violation of this policy may register a complaint with Holden Town's Section 504/ADA Compliance Coordinator at the Holden Town Office or by phone at 435-795-2213.

In addition to, or in lieu of, filing a complaint with Holden Town's Section 504/ADA Compliance Coordinator, an individual may submit a written complaint within 180 days of the date of the alleged violation to:

The Director, Civil Rights Center
U.S. Department of Labor
200 Constitution Avenue, NW - Room N4123
Washington, DC 20210

-or-

Office of Fair Housing and Equal Opportunity
U.S. department of housing and Urban Development
1670 Broadway, 22nd Floor
Denver, CO 80202
Phone: 303-672-5437
Toll Free: 1-800-877-7353
TDD/TTY: 303-672-5026
Web: www.hud.gov/fairhousing

For employment related complaints, based on disability:

Utah Anti-Discrimination and Labor Division
160 East 300 South
Salt Lake City, UT 84114
(801) 530-6801
(800) 222-1238

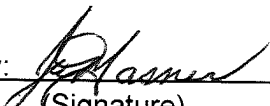
-or-

Equal Employment Opportunity Commission
4520 North Central Avenue, Ste 300
Phoenix, AZ 85012-1848
(602) 640-2598

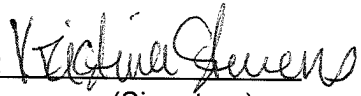
Any citizen who elects to first file a complaint with Holden Town's Section 504/ADA Compliance Coordinator is advised that the above 180-day deadline for filing a written complaint with a federal agency still applies.

Notification of Policy

Notification of this policy will be provided to Holden Town's employees and to applicants, participants, and members of the public who have hearing, speech, vision, and cognitive limitation in a manner determined by staff including making the policy available in audio and large print format. A staff member may also read this policy to a qualified person upon request.

By: 
(Signature)

James W. Masner
Holden Town Mayor

Attest: 
(Signature)

Kristina Stevens
Holden Town Clerk

Resolution 2019-7
Section 504 and ADA Reasonable Accommodation Policy
Holden Town
December 11, 2019

Reasonable Accommodations

A qualified individual may request a reasonable accommodation at any time. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

Application of reasonable accommodation policy

The reasonable accommodation policy applies to individuals with a disability in all programs and services provided by Holden Town.

Person with a Disability

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase “physical or mental impairment” includes:

1. Any physiological disorder or condition.
2. Any mental or psychological disorder.

Examples of reasonable accommodations

Examples of reasonable accommodations may include, but are not limited to:

- Permitting a family member to assist in the applications process for any program or service;
- Permitting a service animal to assist while on the premises;
- Providing qualified sign language interpreters for applications;
- Permitting requests for extensions of deadlines if there is a difficulty completing necessary documentation

Processing a Reasonable Accommodation

Holden Town will provide the “Request for Reasonable Accommodation”, to all applicants or individuals with disabilities who request reasonable accommodation.

Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, Holden Town Council will ensure that all reasonable accommodation requests will be reduced to writing. If needed as a reasonable accommodation, the Holden Town Council will assist the individual in completing the written request.

- Holden Town will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.
- Within seven business days of receipt, Holden Town will respond to the applicant's request in writing.
- If additional information or documentation is required, Holden Town will notify the applicant, in writing, of the need for additional information or documentation. The Holden Town Council will provide the individual with the request for additional information. The written notification should provide the applicant with a reply date for submission of the outstanding information or documentation.
- Within seven days of receipt of the request and, if necessary, all supporting documentation, Holden Town will provide written notification to the applicant of its decision to approve or deny the applicant's request(s). Upon request, the written notification will be provided in an alternate format. If staff approves the accommodation request(s), the applicant will be notified of the projected date for implementation.
- If the accommodation is denied, the applicant will be notified of the reasons for the denial. In addition, the notification of the denial will also provide the resident with the information regarding the Holden Town Grievance Procedures.
- All recommendations that have been approved by Holden Town Council will be forwarded to the appropriate staff member. All requests for reasonable accommodation that are approved will be implemented or begin the process of implementation.

Verification of Reasonable Accommodation Requests

Holden Town may request documentation of the need for a Reasonable Accommodation. In addition, Holden Town staff may request that the individual provide suggested reasonable accommodation. Staff may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s). Staff may not require the individual to disclose the specific disability(ies); or the nature or extent of the individual's disability(ies). Comprehensive medical records will never be requested.

The following may provide verification of a resident's disability and the need for the requested accommodation:

1. Physician;
2. Licensed Health Professional;
3. Professional representing a social service agency;
4. Disability agency or clinic.

Denial of Reasonable Accommodation Request(s)

Requested accommodation will not be approved if one of the following would occur as a result:

- A violation of State and/or Federal Law;
- A fundamental alteration in the nature of Holden Town's programs or services;
- An undue financial and administrative burden on the Holden Town's program;

- A structurally infeasible alteration; or
- An alteration requiring the removal or alteration of a load-bearing structural member.

Service or Assistance Animals

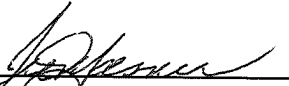
Clients with disabilities are permitted to have assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. Clients who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy. Assistance animals are not subject to the requirements of pet policies.

Right to File/Grievance Process

- Holden Town program applicant may file a complaint in accordance with the Holden Town Program Grievance Procedure following a formal determination by the Staff.
- An applicant may, at any time, exercise their right to appeal the Staff's decision through the local HUD office or the U.S. Department of Justice. Individuals may contact the local HUD office at:

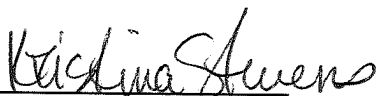
U.S. Department of Housing and Urban Development
1670 Broadway, 22nd Floor
Denver, CO 80202
Phone: 303-672-5437
Toll Free: 1-800-877-7353
TDD/TTY: 303-672-5248
Fax: 303-672-5026
Web: www.hud.gov/fairhousing

Holden Town

By: 

(Signature)

James W. Masner
Holden Town Mayor

Attest: 

(Signature)

Kristina Stevens
Holden Town Clerk