



The Regular Meeting of the
Brian Head Town Council

Brian Head Town Hall – Council Chambers
56 North Highway 143 – Brian Head, UT 84719
www.Zoom.us [\(Click Here\)](#)

Via Zoom Meeting ID# 853 4824 4651

TUESDAY, SEPTEMBER 22, 2026 @ 1:00 PM

AGENDA

- A. CALL TO ORDER**
- B. PLEDGE ALLEGIANCE**
- C. EMPLOYEE 5-YEAR SERVICE RECOGNITION: Deputy Caylor Mathews & Sgt. Jon Bettridge.**
- D. DISCLOSURES**
- E. APPROVAL OF THE MINUTES: August 25 , 2026, Town Council Meeting**
- F. REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS.** Public input is limited to three (3) minutes on non-agenda items.
- G. AGENDA ITEM:**
 - 1. CONSTRUCTION MITIGATION POLICY AMENDMENT FOR WINTER RIGHT-OF-WAY.** Greg Sant, Planning & Building Administrator. The Council will consider resolution amending the Construction Mitigation Policy for the winter right-of-way.
 - 2. STEAM ENGINE MEADOWS POCKET PARK PROPOSAL.** Bret Howser, Town Manager. The Council will consider a proposal for a pocket park in Steam Engine Meadows.
 - 3. BOBCAT ROAD DISCUSSION.** Bret Howser, Town Manager. The Council will hold a discussion regarding Bobcat Road.
 - 4. FUTURE AGENDA ITEMS.** Discussion on potential items for future Council agendas.
- H. ADJOURNMENT**

Date: September 18, 2026.

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

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda on the Brian Head Town website, Utah Public Meeting website, and at the Town Hall according to Utah Code Annotated §63A-20-102 and have caused a copy of this notice to be delivered to the Daily Spectrum, a newspaper of general circulation.

Nancy Leigh, Town Clerk



BRIAN HEAD

STAFF REPORT TO THE TOWN COUNCIL

ITEM:

PLANNING AND BUILDING DEPARTMENT REPORT

Author: Greg Sant

Date: August 11, 2026

Department: Planning and Building

Type of Item: Informational

Building Report:

2026 Building Permits Summary:	August	2026	YTD 2025
Issued Permits by Category -			
Single Family Dwellings	1	11	5
Townhomes (in Dwellings)	0	0	15
Additions/Remodels/Accessory Unit	1	4	10
Minor Alterations	0	1	18
Tree Removal	6	30	22
Commercial	0	3	2
Utilities (Electric, Gas, Water, Sewer)	0	13	4
Total	8	62	76
2026 Land Use Permits Summary:			
Issued Permits by Category –			
Winter R.O.W. Permit			
Grading/Excavation Subdivision	4	6	2
Trenching/Encroachment	4	6	12
Total	8	12	14
2026 Land Use Submitted Applications:			
By Category –			
Conditional Use Permits	0	0	1
Lot Line Adjustment/Minor Plat Amendments	1	10	2
Preliminary Plat	0	2	1
Final/ Amended Plat	0	4	1
Vacating ROW/Easement	0	2	1
Zone Amendment	0	1	0
Total	1	19	6
2026 Summary of Fees Collected:	August	YTD 2026	
By Category -			
Building Permit Fees	\$4,856.61		33,310.15
Plan Check Fees	\$3,156.80		21,764.74
Encroachment Permits	\$2,450.00		3,435.00
Winter R.O.W. Permit			
Tree and Grading Permit Fees	\$2,450.00		11,454.00
Land Use Permit Fees	\$500.00		9,702.00
Sub-Total	\$13,413.41		79,665.89

2026 Summary of Impact Fees Collected:**August****YTD 2026**Impact Fees Collected

Water Connection and Impact Fees

\$13,330.49

83,080.42

Sewer Connection and Impact Fees

\$2,185.89

39,014.88

Total Fees Collected

\$15,516.38

122,095.30

2026 Inspections Summary:**August****2026****YTD 2025**

Inspections by Permit Type –

Single Family Homes and Cabins

31

144

167

Multi-Family (Townhomes)

0

93

169

Additions/Remodels/Minor Alterations

2

25

20

Commercial

0

5

14

Utilities

4

22

5

Fire Mitigation

1

1

4

Grading

0

0

0

Total

38

290

379



Public Works Department - Monthly Update

September 2026

Fall Has arrived! The crew has been trying to get all the roads regraded after the rain and they have been focusing on few of the worst areas for drainage. Without having curb and gutter on our asphalt roads the rain has done some damage. We have begun fixing the intersection of Bobcat and Circle Dr., the culvert there needs to be extended and backfilled with dirt and capped with road base. They will also put rip rap at the beginning and end of that culvert to help mitigate erosion of the bank. This will be a good test section to see how well this may work in other parts of the town as this culvert has a lot of water that flows through it. We are also hoping to address a few spots on Steam Engine before snow gets here. The crews were also able to get the infamous rock moved back into place on Steam Engine. I've heard that rock has been a long overdue nuisance with Captain America and other superheroes doing their part to hold it up. Some of the crew will be out putting up snow markers in the next few weeks and making sure we have all the utility boxes, fire hydrants and culverts marked. I hope this winter is everything that

we keep hearing it is going to be. I feel like we have a crew right now that is ready for anything mother nature can throw at us.

As for all the construction projects were almost done. The street project is all finished and cleaned up, Forest sewer is just about done, and they only have about 70 feet of pipe left to install. All the water line projects are also at the tail end; Blue Jay way is all complete and BH3 is about 2-3 weeks from being done. They have water services and meter barrels left for digging and then they will start working on cleaning up the road and putting erosion control on all the scars on the hills.

Jared Tubbs

Public Works Director



STAFF REPORT TO THE TOWN COUNCIL

ITEM:

CONSTRUCTION MITIGATION POLICY RESOLUTION

AUTHOR: Greg Sant
DEPARTMENT: Planning and Building
DATE: September 22, 2026
TYPE OF ITEM: Administrative Direction

SUMMARY:

The Town implemented the Construction Mitigation over a year ago and have come through the first winter since it was approved. Staff would like to suggest a few changes after enforcing this for over a year. Council will review and decide if these changes are warranted and consider adopting the Construction Mitigation Policy as a resolution.

BACKGROUND:

During the last 15 months, Staff has come across fewer violations regarding obstructions in the ROW as well as onsite problems then previously experienced. During the Winter months only 3 builders decided to apply for a Winter ROW permit and only 1 of them had multiple violation and the other 2 only had 1 violation that was immediately remedied. Despite the success of this policy, Staff has noticed a few things that need to be clarified and addressed. **At the August 25, 2026, meeting the policy was discussed and the Council asked the staff to make a few changes. Those Changes are reflected in the attached Revised Policy.**

ANALYSIS:

The violations incurred resulted from the lack of clarity when certain mitigation items needed to be implemented as well as difficult lots that did not have flat areas for parking, dumpsters, or material storage.

PROPOSED POLICY:

The proposed changes are reflected in the attached Policy.

FINANCIAL IMPLICATIONS:

It is hopeful that this will generate funds to offset the cost of damage done to Town equipment from items being stored in the R.O.W.

STAFF RECOMMENDATION:

Staff recommend that the Council directs Staff to implement this Revised Construction Mitigation Plan.

PROPOSED MOTION:

I move to adopt resolution No. 26-578 adopting the Construction Mitigation Plan Policy as outlined in this staff report.

ATTACHMENTS:

1. Proposed Construction Mitigation Plan Policy Resolution



RESOLUTION NO. 26-____

A RESOLUTION AMENDING THE CONSTRUCTION MITIGATION POLICY FOR THE TOWN OF BRIAN HEAD AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Town established an administrative Construction Mitigation Policy mitigating construction needs during the winter seasons in July 2025; and,

WHEREAS, the Town Council recognizes the need to amend the 2025 Construction Mitigation Policy and establish the policy as a resolution; and,

WHEREAS, the Town Council has determined it is in the town's best interest to amend the Construction Mitigation Policy and to clarify the procedures for winter access to the Town's rights of way for the health, safety, and welfare of its citizens.

NOW, THEREFORE BE IT RESOLVED by the Brian Head Town Council, that this Resolution hereby amends the Construction Mitigation Policy for Brian Head Town as Attachment "A".

Section 1. ADOPTION: The Brian Head Town Construction Mitigation Policy (attachment A) is hereby adopted; and

Section 2. EFFECTIVE DATE. This Resolution shall take effect upon its passage by a majority vote of the Brian Head Town Council.

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

Section 4. REPEALER, any prior resolutions and/or policy which identifies Special Assessment Area for Brian Head Town are hereby repealed.

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the Town Council of Brian Head, Utah this ____ day of September 2026.



TOWN COUNCIL VOTE

Mayor Clayton Calloway	Yes_____	No_____
Council Member Larry Freeberg	Yes_____	No_____
Council Member Mitch Ricks	Yes_____	No_____
Council Member Duane Nyen	Yes_____	No_____
Council Member Logan Cruz	Yes_____	No_____

BRIAN HEAD TOWN

Clayton Calloway, Mayor

ATTEST:

Nancy Leigh, Town Clerk

(SEAL)

CONSTRUCTION MITIGATION POLICY

Date Approved:

Resolution No.:

Construction Mitigation Plan (CMP)

A new Administrative Policy has been approved for CMP's as follows:

1. A **separate** site plan will be submitted with the permit that would show the following (See attached Example): **(Only required for New Build, Additions and Exterior Remodels where the footprint of the building is being increased.)**
 - A. Limits of Disturbance (LOD) and the Undisturbed areas are well defined.
 - B. Potential locations for vehicle parking, material storage/staging, dumpsters, toilet facilities, wash-out areas, dirt and snow storage areas. Some of these locations may be in the R.O.W. shoulder.
 - C. The CMP should be reviewed by Planning/Building as well as Public Safety and Public Works.
2. Enforcement, penalties and fines are added to our Consolidated Fee Schedule as follows:
 - A. All violations will result in a flag being placed on the violators' permit, and no inspections will be conducted on their property until the violation has been resolved and the fine is paid.
 - B. 1st Violation – No Charge with a deadline to be fixed within 5 days.
2nd Violation - \$500 with a deadline to be fixed within 5 days.
3rd + Violations - \$1,000 with a deadline to be fixed within 5 days.
 - C. Egregious Violations can be given a Class A misdemeanor Citation by Public Safety and the fine will be determined by the Court.
 - D. **All violations will be directed to the Permit Holder (General Contractor or Owner Builder).**
3. It is the intention of this policy to maintain a minimum 20-foot roadway always allowing Two-way traffic.
4. As part of **all** permit processing, the Applicant will be Notified of the following Acknowledgements:

Proposed Acknowledgement for All Permits

As a Builder, Developer or Owner I acknowledge the following:

1. A temporary Limits of Disturbance (LOD) fence/**caution tape** is required to be installed around the limits of the disturbance area to protect the proposed undisturbed land on the property.

2. A pre-construction meeting between Staff and Owner/Contractor is required before any construction can begin on the site. Owner/Contractor will have the following on site at that time:
 - A. All property corners.
 - B. Construction sign as described below.
 - C. Toilet Facilities
 - D. Fence/Caution tape at Limits of Disturbance as shown on the site plan.
3. A Wash-out Basin and Dumpster must be on site before concrete can begin.
4. A construction sign is required for all projects with the following info (See attached Example):
 - A. Contractor Name with permit address of the building site as well as the contractor phone number.
 - B. Sign will be 24"X36" in size and placed so that it is visible and readable from the street and the sign characters must contrast with its background.
 - C. The sign will not remain on the property for more than 12 months following the completion of the project (issuance of the CO).
5. The shoulder of the Right-of-Way (R.O.W.) in front of the subject lot can be used for parking construction vehicles, ~~trash dumpsters~~ and material staging areas. **Trash Dumpsters may be placed in the ROW only with Staff Approval.** These areas must be identified on the CMP Site Plan. Rebar is never allowed in the R.O.W. Roadways and Cul-d-sacs must always remain clear for emergency vehicles.
6. Toilet facilities, wash-out areas, excess dirt and site snow must be kept onsite. Toilets must be staked so they do not blow over. Each site must have a lined designated wash-out area for concrete, stucco, drywall mud and paint that has a sign denoting it as such.
7. A building lot or site must always be maintained in a clean and safe condition.
8. **Adjacent property not owned by the Owner cannot be used for any of the required items for Construction Mitigation; i.e. material storage, dumpsters, etc without Staff Approval.**
9. Furthermore, all activities that will block 1 or more lanes of the road for 60 minutes or more will be required to apply for a R.O.W. permit with the Town and provide a traffic control plan for the date and time of closure.
10. Brian Head Town is not responsible for or liable for any damage to vehicles, materials or equipment stored or left in the R.O.W.

Proposed Acknowledgement for Winter R.O.W. Construction Permits

1. All the acknowledgements above.
2. If Builder, Developer or Owner will be building during the winter season (11/1 to 4/30), and they will need to use the R.O.W. for storage and/or parking, they must apply for a Winter R.O.W. Construction Permit for their project.

3. The proposed Winter ROW Construction Permit fee is \$1,500 for a 24-month period. Thereafter, it will need to be renewed for \$1,500 for another 24-month period if they still need to use the R.O.W.
4. Property Corners in front of the lot need to be in place and always marked with Snow Posts. Furthermore, all equipment parking and material storage areas must be marked with Snow Posts.
5. The contractor is responsible for all snow clearing on the subject lot as well as the R.O.W. that will be used for material storage and parking. Said snow cannot be put into the roadway.
6. Aspen Meadows is not subject to the Winter R.O.W. Construction Permit.



STAFF REPORT TO THE TOWN COUNCIL

ITEM: STEAM ENGINE MEADOWS POCKET PARK PROPOSAL

AUTHOR: Bret Howser
DEPARTMENT: Admin
DATE: September 22, 2026
TYPE OF ITEM: Choose an item.

SUMMARY:

The Council will give initial consideration to a proposal from the Steam Engine Meadows Owners Association (SEMOA) to donate 3.86 acres of land for a pocket park.

BACKGROUND:

Staff were recently made aware that the Steam Engine Meadows Owners Association (SEMOA) is entertaining a proposal to donate a 3.86-acre parcel of land, on the corner of Autumn Dr and Steam Engine Dr. where the historic steam engine currently sits, to the Town for the purpose of a pocket park and dog park.

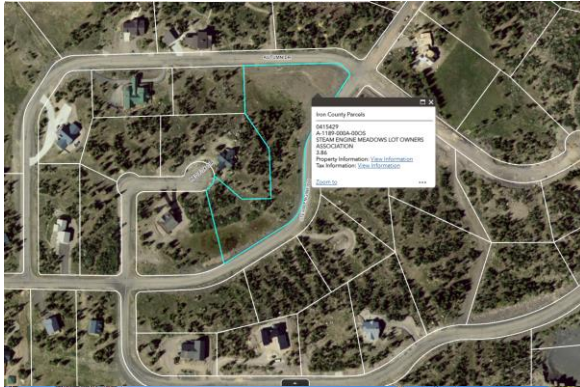
The proposal includes the following points:

- This will be a park open to the public. It is a town amenity.
- The town gets title to the 3.86 acre lot.
- The town gets the steam engine (stays where it is) as an historical point of interest.
- The town gets the wetlands that are in the lot boundaries.
- The SEMOA will donate funds to the total cost of building of the park (amount yet to be determined)
- The town will build a parking lot, add some small pavilions, nature trail through the trees, pedestrian bridges over the drainage, and revegetate the bare areas.
- The town will build a fenced dog park within the park (daytime use only, no lighting)
- The town will provide all project management.
- The town will assume maintenance and upkeep.
- The town is responsible for insurance.
- The trail will be a short, family friendly trail.

The SEMOA will need to get approval from membership. This could be proposed at the November annual meeting.

ANALYSIS:

Below is a vicinity map of the property in question, along with some recent pictures.



Staff quickly mocked up the following site plan and renderings of what this project could look like:





FINANCIAL IMPLICATIONS:

Staff have generated the following (very) rough cost estimates:

- Pavilions \$10k-\$15k (2 cement pads and structures)
- Parking \$3-\$5k (5 spaces, based on Hales bid of \$3/ft²)
- Dog Park \$25k (that's our current budget, it's mostly a guess)
- Nature trail, foot bridges \$2,500 (assume we'll use our own manpower/equipment and volunteers, cost is for hauling in crushed granite or other tread plus bridge materials)
- Revegetation \$10k-\$15k (just a guess, haul in topsoil, hydroseed, a few trees, maybe temporary above ground irrigation)
- Optional Restroom (\$50k-\$75k, pre-fab like Manzanita TH)
- Total \$50-\$60k (or \$100-\$125k with restroom)

We have been told that the SEMOA may be willing/able to contribute to some or all of the costs of construction if the Town is able to donate manpower and project management. The details on that are unclear at this point, but it is a point of discussion.

In the absence of a financial donation to the cost of construction, there aren't many options for the Town to finance this project. Typically, we have used RDA funding for parks and open space type projects, but this land is decidedly not within or adjacent to the RDA, so those funds are not available. The Core Beautification Bond funds would also be a stretch, as this is clearly not in the commercial core. The Council will receive a report in October detailing any surplus from FY 2026 General Fund operations. That would be the most appropriate source of funding.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends that the Council pursue this land donation and the construction of a pocket park for the following reasons:

- It is consistent with recent Council strategic direction to acquire more land that the Town can use for public purposes
- Staff has currently been charged with building a dog park on the “archery range” site between Lookout Circle and Snowman Dr. This site would be much easier to build a dog park, and more accessible to the public. It would also be a lot closer walking distance to a larger number of current residents.
- The proposal aligns with common practices for open space/parks among municipalities. Typically, when a subdivision is approved a municipality will require some portion of the subdivision is reserved as open space or a park, and that land is developed partially or completely at the developer’s expense and then transferred to the municipality to maintain. This land was apparently reserved as open space for the neighborhood but was never developed or transferred to the Town.
- The proposal is consistent with the Town’s vision and strategic goals, including balancing the natural and built environment.
- Given that the land would be donated, and some funds may be contributed to construction, it seems like a cost-effective way to expand parks space in Town.

PROPOSED MOTION:

No motion necessary, item is discussion/informational only.

ATTACHMENTS:

N/A



STAFF REPORT TO THE TOWN COUNCIL

ITEM:

AWARD OF CONTRACT – SNOWMAN TO LOOKOUT WATERLINE ENGINEERING

AUTHOR: Bret Howser
DEPARTMENT: Admin
DATE: September 22, 2026
TYPE OF ITEM: Administrative Action

SUMMARY:

Council will consider award of contract for professional engineering services for the proposed Snowman to Lookout Circle water line project.

BACKGROUND:

The Council has previously directed staff to pursue using grant/loan money from DDW which has already been awarded to the Town to complete a looping from the end of the Snowman water line installed in 2025 to the end of the Lookout water line.

ANALYSIS:

Staff sought quotes for engineering design and construction management services from various professional engineering firms. Two firms responded to the request. The following bids were received:

- Alpha Engineering
 - Design: \$40,857
 - CM: \$15,606
- Ensign Engineering
 - Design: \$36,000
 - CM: Unspecified

The Brian Head Town purchasing policies do not require the Town to go with low bid for professional services. In this case, several factors came together that lead staff to recommend awarding bid to Alpha Engineering. Those factors include:

- Prior experience on similar projects with the Town
- Learning curve working with DDW on complex federal funding draws
- Ensign's bid came in late

FINANCIAL IMPLICATIONS:

If there are direct financial consequences of the Council's decision, list those here. If they have already been explored in the analysis section, just restate in summarized fashion here. If none, just put "N/A"

Example: Staff estimates that Breakdancing Day would attract nearly 2,000 visitors to our Town and generate roughly \$100,000 in new visitor spending. The resultant incremental tax revenue is expected to be about \$2,000.

BOARD/COMMISSION RECOMMENDATION:

If there is an applicable recommendation from the Planning Commission or some other board or committee, please state it succinctly here. If none, just put "N/A"

Example: The Breakdancing Committee strongly supports this course of action. In fact, they're spinning on the floor they're so happy.

STAFF RECOMMENDATION:

The Town has worked with both of these engineering firms and intends to continue to do so in the future. In this case, despite the price disparity, staff recommends awarding bid to Alpha Engineering. While Alpha's price is higher, it is not out of line with similar project engineering costs we've experienced in the past. And their experience with this type of project and funding source will likely save thousands of dollars.

PROPOSED MOTION:

I move to award contract for water infrastructure design and construction management on the Snowman and Lookout Circle project to Alpha Engineering in an amount not to exceed \$56,481, in a form approved by the Town Attorney.

ATTACHMENTS:

A – Proposed contract

BRIAN HEAD TOWN
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 22nd day of September, 2026, by and between BRIAN HEAD TOWN, a Utah municipal corporation, ("Town"), and Alpha Engineering Company, a Utah corporation, ("Service Provider"), collectively, the Town and the Service Provider are referred to as (the "Parties").

WITNESSETH:

WHEREAS, the Town desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Town resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed one hundred seven thousand, three hundred seventy-two dollars (\$56,463).

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on November 30, 2027

or earlier, unless extended by mutual written agreement of the Parties. Design and bid package shall be complete by November 20, 2026.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the Town requires, the Town shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the Town an invoice for services rendered during the pay period. The Town shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the Town’s fiscal year is specifically subject to the Town Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

- C. The Service Provider shall, at such times and in such form as the Town may require, make available for examination by the Town, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the Town or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The Town may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The Town is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953. All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. The Town will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the Town related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/Town relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the Town for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the Town provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the Town and shall be subject to the Town's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The Town may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individual(s) on other non-Town related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the Town and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Town arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Town, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the Town, its agents, employees and/or officers from any claims arising from the sole negligence of the Town, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the Town for a loss or injury that Service Provider would be obligated to indemnify the Town for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this

Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the Town by reason of entering into this Agreement except as expressly provided herein.

8. **INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
- B. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- C. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- D. The Town shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the Town as an additional insured shall be attached to the Certificate of

Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the Town within thirty (30) days of cancellation. The Town reserves the right to request certified copies of any required policies.

- E. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the Town shall remain in the name of the Town and the Town shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on Town's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. Service Provider shall be solely responsible to the Town for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The Town is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding),

national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the Town, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the Town, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The Town reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the Town, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the Town.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the Town.
- C. The Town shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

15. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the Town. If the Service Provider has any property in its possession belonging to the Town, the Service Provider will account for the same, and dispose of it in a manner directed by the Town.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the Town may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

16. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 15 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

17. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

18. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

19. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver

of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

20. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

In witness whereof, each party to this agreement has caused it to be executed on the date indicated below:

Dated this 22nd day of September, 2026

Bret Howser
Town Manager
Brian Head Town

Todd Gardner, PE
Alpha Engineering

Attest:

Nancy Leigh, Town Clerk

(SEAL)



Exhibit A

43 South 100 East, Suite 100
St George, Utah 84770

T 435.628.6500
F 435.628.6553

alphaengineering.com

August 7, 2026

Brian Head Town
Attn: Jared Tubbs, Public Works Director
56 North Highway 143
Brian Head, UT 84719

RE: Snowman Dr. – Lookout Cir. Waterline Loop Project

Dear Jared,

We appreciate the opportunity to submit this proposal in response to the Snowman Drive Waterline Extension Engineering Request for Proposal. It is our understanding that the projects consist of extending the existing waterline on Snowman Drive and connecting to an existing 8" line on Lookout Circle.

This project consists of installing approximately 1,130 lineal feet of 8-inch ductile iron waterline with other waterline appurtenances along Snowman Drive. This waterline extension will loop the existing water mains located on Snowman Drive and Lookout Circle.

Alpha Engineering has recently completed several waterline projects located in Brian Head. A list of some recent projects with a short description are included below:

- Elk Drive & Brian Head Unit 3 Subdivision (Brian Head Town): Design completed in 2025 and currently in construction. Project included 1,530 lineal feet of 8-inch ductile iron pipe on Elk Drive and 2,520 lineal feet of 8-inch ductile iron pipe in the Brian Head Unit 3 Subdivision.
- Forest Drive & Falcon Court Waterline (Brian Head Town): Design completed in 2022 and construction finished in 2023. Project included 2,300 lineal feet of 8-inch ductile iron pipe.
- Rue Jolley Waterline (Brian Head Town): Design was completed in 2024 and construction completed in 2025. Project includes 2,855 lineal feet of 8-inch ductile iron pipe.
- Other waterline design projects completed for Brian Head Town include: Toboggan SAA (2024), Highway Waterline Replacement (2024), Blue Jay Way Waterline (2024).

We understand that the project needs to go out for bid by November 15, 2026. Surveying of the project will begin immediately upon the project being awarded. A preliminary set of construction drawings and specifications will be provided to the Town for review and comment by November 6th, with final drawings and specifications being finalized and sent out to bid by November 15th.

We appreciate the opportunity to work with you on this project. Outlined on the following pages is our proposed scope of work to provide professional civil engineering services and the associated costs. The scope of work applies to each phase of the project. The associated cost breakdown is for the total cost of each phase. Please let us know if you have any questions regarding this proposal.

Exhibit A

Snowman Dr. – Lookout Cir Waterline Loop Project
August 7, 2026

ARTICLE I - DESIGN ENGINEERING SCOPE OF WORK

- 1.1 Existing Conditions and Topographic Survey.** The ENGINEER will perform an existing conditions and topographic survey for the area of each phase, including the location of conflicting utilities where available. The topography provided will be used for the final design. Property and right-of-way lines will be plotted with 2' contours.
- 1.2 Water Network Analysis.** The ENGINEER will perform a water network analysis for the water projects to satisfy State Department of Environmental Quality (DEQ) standards and procedures. The analysis will be submitted to DEQ for approval.
- 1.3 Construction Plans and Specifications.** The ENGINEER will take results from task 1.2, where applicable, and utilize the items from task 1.1 to create construction plans and specifications. The final plans will include plan and profiles of the water lines, utility crossings, fire hydrant placement, water services, and anything else deemed necessary. The plans and specifications will be submitted to the TOWN for review.
- 1.4 Cultural Resources Report.** The ENGINEER will coordinate with Bighorn Archaeological Consultants, to complete an additional cultural resources report for the project, as required for the project's funding. This item will include a pre-field file search, documentation of any cultural finds, and reporting on the results. It is assumed that the cultural resources report will be completed with one field visit.
- 1.5 Assemble Bid Package.** The ENGINEER will put together a bid package of plans and specifications containing bid documents for the project.
- 1.6 Environmental Review Checklist.** It is anticipated that the proposed project will be considered "categorically excluded" from environmental review. The Utah Drinking Water State Revolving Fund's Environmental Review Checklist indicated where projects include upgrades.

ARTICLE II - CONSTRUCTION ENGINEERING SCOPE OF WORK

The general extent of construction engineering work to be performed is outlined as follows:

- 2.1 Construction Staking.** The ENGINEER will provide construction staking for the project including alignment, fire hydrants, and interconnection locations. The ENGINEER will also provide centerline staking for reconstruction of the roads.
- 2.2 Construction Management.** The ENGINEER will provide construction management services to the TOWN as part of the project. This will include a bid advertisement, pre-bid meetings, bid openings, contract awarding, preconstruction conference, partial payments, and part-time construction observation.
- 2.3 Drawing of Record.** The ENGINEER will provide the TOWN with one set of reproducible record drawings and two sets of prints to the TOWN. Such drawings will be based upon

Exhibit A

Snowman Dr. – Lookout Cir Waterline Loop Project
August 7, 2026

construction records provided by the Contractor during construction and reviewed by the ENGINEER and from the ENGINEER's construction data. The drawings will be sent to the State for final approval.

ARTICLE III - BASIS OF COMPENSATION

The TOWN agrees to pay compensation to the ENGINEER for work performed on the project as specified below:

- 3.1 Design Fee.** For all design engineering services as outlined in Article 1, "Design Engineering Scope of Work", the ENGINEER shall be compensated with the fixed fee of: **Forty Thousand Eight Hundred and Fifty Seven** dollars, **\$40,857.00**. The design fee has been broken down for the different aspects of the project as follows:

Design:

3.1.1	Topographic Survey & Existing Conditions	\$5,314.00
3.1.2	Water Network Analysis	\$4,073.00
3.1.3	Construction Plans & Specifications	\$19,651.00
3.1.4	Cultural Resources Report.....	\$4,652.00
3.1.5	Assemble Bid Package	\$6,140.00
3.1.6	Environmental Review Checklist.....	\$1,027.00
	Total Design.....	\$40,857.00

- 3.2 Construction Engineering Fee.** For all construction engineering services as outlined in Article 2, "Construction Engineering Scope of Work", the ENGINEER shall be paid on an hourly rate basis in accordance with our *Standard Rate Schedule* (Attachment "A"). The following amounts are estimated assuming a 12-week (5 days/week) construction period with part-time construction observation.

Construction Management

Item	Rate	Quantity	Cost
Senior Engineer I, P.E.	\$199	10	\$1,990.00
Project Engineer I, P.E. (12 Trips)	\$164	48	\$7,872.00
Land Surveyor, L.S.	\$192	8	\$1,536.00
Survey Crew Chief w/ GPS	\$188	16	\$3,008.00
Design Technician (Record Drawings)	\$120	10	\$1,200.00
Total Estimated Construction Management			\$15,606.00

- 3.3 Additional Services.** Additional work and reproduction expenses will be invoiced per our *Standard Rate Schedule* (Attachment "A"). No extra work will be performed without the consent of the TOWN.

Exhibit A

Snowman Dr. – Lookout Cir Waterline Loop Project
August 7, 2026



Rhett Beazer, P.E.
ALPHA ENGINEERING COMPANY

Jared Tubbs
BRIAN HEAD TOWN

Encl: Attachment A

Exhibit A

ATTACHMENT "A"

ENGINEERING SERVICES AGREEMENT BETWEEN CLIENT AND ENGINEER

- A. **CONDITIONS OF AGREEMENT:** This Agreement expires if not signed and the stipulated retainer paid within thirty days from the Agreement date. An increase in fees will be negotiated if notice to proceed is not given on all items within 180 days of the Agreement date.
- B. **AUTHORIZATION TO PROCEED:** Execution of this Agreement by Client will be authorization for Alpha Engineering Company to proceed with the work unless otherwise provided for in this Agreement.
- C. **SERVICES OFFERED:** This Agreement does not include a hydrology study, traffic study, environmental study, cultural study, NPDES, tortoise survey, landscape plans, irrigation plans, site lighting plans, electrical load calculations, record drawings, ALTA, inspection, or testing unless specifically addressed in the Agreement or any other service not specifically addressed. The improvement plans will be limited to areas within the project boundary. The project will be designed as a single phase unless stated otherwise.
- D. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, are prepared by the Engineer as instruments of service and shall remain the property of the Engineer. Photocopies and blueprints may be purchased and will be made available within a reasonable amount of time upon request by the Client.
- E. **RESPONSIBILITY OF CLIENT:** The Client shall be responsible to provide the Engineer with all information in his possession pertinent to our completion of this project. Client will designate a representative to review and approve documents submitted by Alpha Engineering Company. The representative shall be empowered to render decisions and provide information in a timely manner that will not delay the orderly progress of the work. Alpha Engineering is entitled to rely upon the information, decisions and approvals furnished by Client's representative.
- F. **COST OPINIONS:** Any cost opinions or project economic evaluations provided by Alpha Engineering Company will be on a basis of experience and judgement, but, since Alpha Engineering Company has no control over market conditions or bidding procedures, Alpha Engineering Company cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.
- G. **STANDARD OF CARE:** The standard of care applicable to Alpha Engineering Company's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time Alpha Engineering Company's services are performed.
- H. **ASBESTOS OR HAZARDOUS SUBSTANCES:** To the maximum extent permitted by law, Client will indemnify Alpha Engineering Company from all claims, damages, losses, and costs, including litigation expenses and attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the project.
- I. **LIMITATION OF LIABILITY:** To the maximum extent permitted by law, Client agrees to limit the Engineer's liability to the Client and to all construction contractors and subcontractors on the project, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000.00 or the Engineer's total fee for services rendered on the project, whichever is greater. Client acknowledges that Alpha Engineering Company has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation. The Engineer will not be liable for consequential damages of any kind, nature, or description.
- J. **INTERPRETATION:** The limitations of liability and indemnities will apply whether Alpha Engineering Company's liability arises under breach of contract or warranty; tort, including negligence; strict liability; or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitations of liability or sole negligence for indemnification. Said limitations shall apply to Alpha Engineering Company's officers, affiliated corporations, employees, and subcontractors.
- K. **UTAH LAW:** The laws of the State of Utah shall govern any litigation, controversy or adversary proceeding.
- L. **SEVERABILITY AND SURVIVAL:** If any provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability indemnities, and other express representations shall survive termination of this Agreement for any cause.
- M. **PAYMENT:** Progress payments shall be made in proportion to services performed. All payments shall be due within 30 days of the Engineer's submittal of his invoice. Any invoiced amounts not paid within 30 days from date of presentation of the invoice shall commence to bear an interest of 18% per annum. Alpha Engineering Company is entitled to suspend the performance of any and all obligations under this agreement if payment is not received within 30 days from Engineer's submittal of invoice. If the amount is not paid and must be placed into the hands of a collector or attorney, additional charges will be due for the cost of collection, interest costs, and reasonable attorney's fees.
- N. **COSTS:** The Client will pay the costs of all fees related to this project including checking, inspection, zoning, annexation, applications, assessments, permits, bond premiums, title company charges, utility design charges, and all other charges not specifically covered under terms of this contract. Additional work and reproduction expenses will be invoiced per our Standard Rate Schedule. Prices for construction staking (if offered) are for one time staking only. Replacement stakes will be provided at our standard hourly rates. Should any proceedings be brought against the Engineer because of any failure or alleged failure to perform, error, omission, or negligence and if not successfully prosecuted, client agrees to pay the Engineer any and all costs of defense.

Exhibit B

ATTACHMENT “B”

ALPHA ENGINEERING COMPANY STANDARD RATE SCHEDULE

November 2025

Principal Engineer (PE): \$254.00 / hour

Senior Engineer II (PE): \$222.00 / hour

Senior Engineer I (PE): \$199.00 / hour

Project Engineer II (PE): \$178.00 / hour

Project Engineer I (PE): \$164.00 / hour

Project Engineer (PE): \$148.00 / hour

Engineer (EIT): \$132.00 / hour

Head Design Technician: \$120.00 / hour

Design Technician: \$103.00 / hour

Senior Licensed Surveyor: \$192.00 / hour

Licensed Survey Crew Chief: \$140.00 / hour

Survey Crew Member: \$92.00 / hour

GPS Survey Equipment: \$48.00 / hour

Inspector: \$94.00 / hour

Accountant: \$108.00 / hour

Secretary: \$72.00 / hour

Type I Survey Monuments: \$1,200.00 each

Type II Survey Monuments: \$500.00 each

Mileage: \$0.75 / mile

Large Format Prints / Copies:	22x34	\$1.90 / sheet
	30x42	\$2.40 / sheet

Photocopies:	8.5x11 (b&w)	\$0.25 / page
	8.5x11 (color)	\$0.40 / page

*Other expenses will be billed at cost plus 10%.

*Rates will be adjusted periodically to reflect inflation and cost changes.



STAFF REPORT TO THE TOWN COUNCIL

ITEM: BOBCAT ROAD DISCUSSION

AUTHOR: Bret Howser
DEPARTMENT: Admin
DATE: September 22, 2026
TYPE OF ITEM: Discussion

SUMMARY:

The Council will discuss their policy with regard to pursuing obtaining “Bobcat Road” as a Town right-of-way as a potential traffic improvement for accessing Gurr Well Road.

BACKGROUND/ANALYSIS:

There are about 5 residences on Gurr Well Road which is currently accessed via Circle Drive (either the top or bottom of Circle Drive). There is a small stretch of road that is used to access Gurr Well (see yellow highlighted in the attached map) which the Town has struggled to maintain due to heavy runoff in the area carving deep trenches on either side of the road. We have pulled out vehicles that have dropped a tire into those trenches several times. Also, the grade on Circle Drive from Hwy 143 to the intersection with Gurr Well Rd can ice up and cause traction problems in the winter.

We are currently working to repair that access and improve the drainage in the area, including upsizing and extending the culvert and rock lining the ditches. This will allow us to widen the turning radius on Circle Dr and Gurr Well Road and should make access easier. But it’ll be some time before we know whether this fix will hold up.

Another alternative would be to try and acquire a public access easement on the private driveway that is currently known as Bobcat Rd (see the red dotted line on the map). That travels through one property owners’ undeveloped land which we believe he will be willing to give us a right-of-way or easement. It also splits two building lots, and we don’t know what the willingness will be of those property owners. If we were to obtain a right-of-way on Bobcat, we could improve and plow the road for easier winter access, and we wouldn’t have to worry as much about maintaining that drainage area between Circle and Gurr Well.

FINANCIAL IMPLICATIONS:

Unknown at this time

BOARD/COMMISSION RECOMMENDATION:

The Council may wish to obtain a recommendation from the Planning Commission

STAFF RECOMMENDATION:

Staff believe that ingress/egress to Gurr Well Road from Bobcat Road would be better for residents on Gurr Well Road and more sustainable/maintainable. However, it doesn’t appear we can make it a Town right-of-way while adhering to the LMC. So, it would have to be an easement, and we would need to adjust our policy regarding maintaining access easements (as opposed to rights-of-way). This

PROPOSED MOTION:

No motion necessary, item is discussion/informational only

ATTACHMENTS:





Gurr Well Rd, looking from Bobcat Intersection toward Circle Dr



Connection between Circle and Gurr Well looking down toward Bobcat from Circle



Drainage from the South side of Circle Drive, drainage from here is causing the issues