



The Regular Meeting of the Brian Head Town Council acting as the governing body for the Brian Head Special Service District

Brian Head Town Hall – Council Chambers

56 North Highway 143 – Brian Head, UT 84719

[www.Zoom.us](https://www.zoom.us) (Click Here)

Via Zoom Meeting ID#

TUESDAY, APRIL 23, 2024 @ 1:00 PM

AGENDA

- A. CALL TO ORDER**
- B. PLEDGE ALLEGIANCE**
- C. DISCLOSURES**
- D. APPROVAL OF THE MINUTES:**
 - March 12, 2024 Town Council Meeting
 - March 26, 2024 Town Council Meeting
- E. REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS.** Public input is limited to three (3) minutes on non-agenda items.
- F. AGENDA ITEMS:**
 - 1. MOUNTAIN LIFE VENTURES (MLV) TOWNHOME FINAL PLAT APPROVAL**
Lester Ross, Building and Planning Official. The Council will receive the recommendation from the Planning Commission and consider the approval of the Final Plat for the MLV Townhome subdivision.
 - 2. A PUBLIC HEARING AUTHORIZING NOT MORE THAN \$2,500,000 SEWER REVENUE BONDS, SERIES 2024, TO FINANCE SEWER SYSTEM IMPROVEMENTS; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT, MATURITY, INTEREST RATE AND DISCOUNT OF THE BONDS; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.** Shane Williamson, Town Treasurer. The Council will hold a public hearing to receive comment on the Sewer Revenue bonds. Comments are limited to three minutes and written comments may be submitted to the Town Clerk at nleigh@bhtown.utah.gov.
 - 3. A RESOLUTION AUTHORIZING SEWER REVENUE BONDS, SERIES 2024, IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$1,900,000; TO FINANCE, IN PART, SEWER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS; AND RELATED MATTERS.** Shane Williamson, Town Treasurer. The Council will consider a resolution for a sewer bond for sewer improvements.
 - 4. 2024 WATER PROJECTS BID AWARD.** Aldo Biasi, Public Works Director. The Council will award the contract for the 2024 Water Projects.
 - 5. SPECIAL SERVICE DISTRICT: 2024 WATER RIGHTS LEASE AGREEMENT FOR THE 2024 IRRIGATION SEASON.** Nancy Leigh, District Clerk. The Board will award the 2024 Water Rights Agreement 2024 Irrigation Season.



6. **FISCAL YEAR 2025 STRATEGIC PLAN ADOPTION.** Bret Howser, Town Manager. The Council will consider a resolution adopting the FY2025 Strategic Plan.
7. **BUILDING INSPECTION SERVICE INTER-LOCAL AGREEMENT.** Lester Ross, Building and Planning Official. The Council will consider an interlocal agreement between the Town, Iron County, Cedar City and Enoch for Building Inspection Services.
8. **VISITOR CENTER STORE DISCUSSION.** Bret Howser, Town Manager. The Council will discuss an option for a visitor center store.
9. **FUTURE AGENDA ITEMS.** The Council will discuss potential items for future agendas..

G. ADJOURNMENT

Date: April 18, 2024

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 in three conspicuous locations; the Post Office, The Mall, and the Brian Head Town Hall and have posted copies on the Utah Meeting Notice Website and the Brian Head Town website and have caused a copy of this notice to be delivered to the Daily Spectrum, a newspaper of general circulation.

Nancy Leigh, Town Clerk



STAFF REPORT TO THE TOWN COUNCIL

ITEM: FINAL PLAT REVIEW – RIDGE VIEW TOWNHOMES

AUTHOR: Lester Ross
DEPARTMENT: Administration
DATE: April 23, 2024
TYPE OF ITEM: Administrative Action

SUMMARY:

The Town Council will review the Final Plat and Construction plans proposed by Mountain Life Ventures for a new townhome subdivision on Ridge View Street.

BACKGROUND:

Mountain Life Ventures owns two previously unsubdivided parcels to the west of Ridge View Street between Chalet Village and White Bear Condos (see attached Vicinity Map). These parcels are currently zoned R3-Multi-Family Residential. The applicant submitted an application for Schematic Plan Review on October 5, 2022, following a pre-application conference with staff. The Schematic Plan was reviewed by the Planning Commission on November 1, 2022. The following issues were identified by staff and Planning Commission during the Schematic Plan Review:

- 9-12-3(K): The proposal doesn't seem to be "designed to preserve the natural terrain" as evidenced by the large retaining wall and significant fill.
- 9-12-3(M): Proposed building pads do not "incorporate a non-linear and staggered placement... to avoid straight rows of similar-styled buildings"
- 20 foot roadway does not meet public works standards
- Proposed Road B is too narrow at 20' and requires a cul-de-sac for fire apparatus to turn around
- The layout/design may not responsive to the constraints of the topography and visual impacts, and preservation of views due to the large proposed retaining wall.

Staff received an application for Preliminary Plat on December 30, 2022. On January 9, 2023, staff sent notice to the following affected entities: Iron County, Iron County School District, Rocky Mountain Power, Dominion Energy, Utah Department of Transportation (UDOT), and South-Central Telecommunications. Notification of the public hearings scheduled for February 7 and 14 were sent to all property owners within 300' of the proposed subdivision as well as any HOA contacts listed in the state database on January 12, 2023.

The Planning Commission held a public hearing and began review of the preliminary plat on February 7, 2023. Much of the public comment during the public hearing focused on the ownership of Chalet Village Road – a private drive accessing Chalet Village, the Ridges, and a private residence – which is a proposed secondary access for this subdivision. The applicant claims that the existing road lies on his property, and the other condo owners have an access easement. Owners from the neighboring condos appeared to dispute that ownership claim, although they were unclear on who they claimed has ownership of the road.

The Planning Commission tabled the item until ownership of Chalet Village Road can be determined and until further renderings of the proposed retaining walls are provided. Further items Planning Commission would like to see include:

- Storm drainage detention pond as recommended by UDOT
- Traffic study to cover Ridge View Street between Hwy 143 and the entrance to subdivision, and both intersections with Hwy 143 (Ridge View and Chalet Village)
- 2nd dumpster enclosure site as recommended by Public Works
- Retention walls tiered at 4' increments *where possible*
- Ensure adequate snow storage
- Record easement for new trail location
 - o Possibly add 2nd trail spurring to Chalet Village

Town Council held a public hearing on February 14, 2023, and tabled the item pending Planning Commission recommendation. The Council expressed concern over the mass and scale of the proposed retaining walls.

The Planning Commission convened again to review the application on February 21, 2023, and again on March 7, 2023, and made a positive recommendation to the Town Council with conditions.

Twon Council review the application on March 14, 2023, and approved the Preliminary Plat.

The Planning Commission Reviewed the Final Plat on April 2, 2023, and made a positive recommendation to the town council with the following Conditions:

1. All comments from the Town engineer are to be addressed.
2. Chalet village drive will be improved to meet the Town's Public Works Standards.
3. The Proposed Hiking Trail will maintain the grades with the Navajo Loop Trail with a spur trail to the Navajo Ridge Trail and recorded with the County on the final plat as a public access tail.
4. Enhanced Landscaping consistent with the Commercial Core Overlay District between the retaining wall and the rights-of-way.
5. Simulated rock stone Verablock will meet the Town Code.
6. Signature block for private utility providers.
7. Water acquisition: a signed water Agreement for 4 acre feet of water rights from Brian Head Town.

ANALYSIS:

Town Council Review. Upon receipt of the final plat the Town Council shall examine the plat to determine whether the plat conforms to the Standards for Review.

Standards For Review

- Comply with all conditions of Schematic and Preliminary Plat approval.
 - o Changes from preliminary plant added 2 units and removed 5 guest parking spaces. Changers are minor and the project meet the Land Management Code requirements.

- Include acceptable final engineering plans for the water distribution system, final agreements from the water provider, and provisions for perpetual maintenance for the water system.
 - The water system has been reviewed and will be approved by Towns engineer and public works.
 - MLV have purchased 31.22 Water Units from Brian Head Acquisitions Partners that will cover the water for 31 units.
 - MLV has a development water rights agreement with the Town for 4.134 acre feet of water for \$14,469 that will need to be paid before the Project is permitted.
 - Ridgeview Townhomes has CCR that will form a Homeowner association that will maintain the commonly owned utilities and common areas.
- Meet all planning, engineering, and surveying requirements of the Town for maps, data, surveys, analyses, studies, reports, plans, designs, documents, wetlands designations, and other supporting materials.
 - Design Standards for Development
 - Lots meets the R3 requirements.
 - Design and Layout has been reviewed the home placement, open space and road and has been designed to minimize the impact of the development with access to trails and open space and to mitigate the slope of the area.
 - Roads meet the Brian Head Road Standards.
 - Retaining walls are under 18 feet total height the design and style are include for approval.
 - Drainage, on sight drainage with a detention/retention basin has been addressed and will be approved by the Towns engineer.
 - Utilitys, water and sewer plans will be approved by Towns engineers and public works.
 - Parking Requirements 45 Multi-family dwelling units less than 2500 sq feet need a total of 113 parking spaces. Total parking spaces including 1 space per garage per unit is 137 parking spaces. Parking not including garages 92 parking spaces.
 - Trash enclosures have been included on plans and approved by public works.
 - Engineering
 - Construction drawings have been reviewed and will be approved by the Towns Engineer.
 - Surveying
 - The plats have been Reviewed by staff and the Towns surveyor.
 - Other Studies or reports
 - Traffic studies were done as part of the preliminary plat and reviewed by UDOT and Staff. No required improvements to Hwy 143 are required currently.
- Provide evidence to show that there are no encumbrances, liens or conveyance restricting the intended use of the lot.
 - Title Report was submitted to the Town.
- Provide evidence from the County Treasurer that all ad valorem taxes applicable to the property have been paid.
 - All taxes have been paid at the time of application.
- Include all dedications for streets, roadways, easements, trails and/or rights of way, as necessary.

- Streets, roadways, and easements inside the development are privately owned and don't need to be dedicated to the Town.
 - Trails on Construction drawings are they public?
- Provide signature blocks on the plat signed by a representative of public utilities which identify their approval.
 - Signatures blocks will need to be added to plat.
- Planning Commission Conditions
 - All comments from the Town engineer are to be addressed.
 - At the time of this Staff report we are waiting on the comments from the Towns Engineer on the Construction Drawings.
 - Chalet village drive will be improved to meet the Town's Public Works Standards.
 - A General Note was added that states that Chalet village drive will be improved to meet town standards.
 - The Proposed Hiking Trail will maintain the grades with the Navajo Loop Trail with a spur trail to the Navajo Ridge Trail and recorded with the County on the final plat as a public access trail.
 - MLV would like to sign an agreement that they will provide the Trail easement when the Town proved the location of the proposed trail.
 - At the time of this staff report MLV has not provided an updated plat with the proposed hiking trail. MLV
 - Enhanced Landscaping consistent with the Commercial Core Overlay District between the retaining wall and the rights-of-way.
 - A general note was added that enhanced landscaping will be installed.
 - Simulated rock stone Verablock will meet the Town Code.
 - Examples of the Verablock are attached showing that they will meet the Town Code.
 - Signature block for private utility providers.
 - Has been added to plat.
 - Water acquisition: a signed water Agreement for 4 acre feet of water rights from Brian Head Town.
 - MLV has a Signed Development Water Rights Agreement with the Town for 4.134 acre feet of water. Water rights will need to be paid for before a permit to build the subdivision can be issue.

STAFF RECOMMENDATION:

Subdivision Final plats is an administrative action that means if they meet all the requirements set in the Towns code then the subdivision should be approved. Staff Recommends approving the Final plat with the conditions that any notes from Town's Engineer on the construction drawings will be address, and an Agreement between Brian Head Town and MLV that MLV will provide a Trail easement when the Town proved the location for the trail that is proposed on the construction drawings.

PROPOSED MOTION:

The Councial can approve as presented, disapprove listing changes that would need to be made for approval, or table listing the conditions need for approval.

Recommended motion

I move to Table the final plat and construction drawings for Ridgeview Townhomes until they can provide (list the conditions and items that are need for approval)

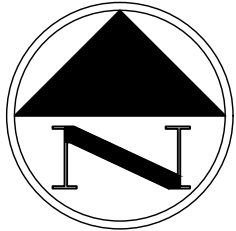
I move to Approve the Final plat with the following conditions any notes from Town's Engineer on the construction drawings will be address, and an Agreement between Brian Head Town and MLV that MLV will provide a Trail easement when the Town proved the location for the trail that is proposed on the construction drawings.

ATTACHMENTS:

- A. Preliminary Plat
- B. Final Plat
- C. Construction Drawings
- D. Development water rights agreement
- E. Examples of the Verablock

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TAN	CHORD	CHORD BRG
C1	81.41'	643.87'	7°14'39"	40.76'	81.35'	N12°43'18"E
C2	29.56'	94.08'	18°00'18"	14.91'	29.44'	N25°20'48"E
C3	8.06'	24.68'	18°42'11"	4.06'	8.02'	N13°41'13"E
C4	43.17'	88.70'	27°53'01"	22.02'	42.74'	N9°36'24"W
C5	26.15'	28.53'	52°31'04"	14.07'	25.24'	N49°48'47"W
C6	48.15'	52.53'	52°31'03"	25.91'	46.48'	S49°48'26"E
C7	370.26'	301.71'	70°18'54"	212.49'	347.46'	S49°12'58"W
C8	153.48'	90.51'	97°09'36"	102.59'	135.74'	N27°10'06"W
C9	65.47'	384.41'	9°45'30"	32.81'	65.39'	N16°32'02"E
C10	44.04'	97.31'	25°55'54"	22.40'	43.67'	N24°37'11"E
C11	161.23'	98.25'	94°01'28"	105.41'	143.74'	N9°25'48"W
C12	162.70'	2619.35'	3°33'32"	81.38'	162.67'	S35°30'12"W
C13	34.81'	50.00'	39°53'33"	18.15'	34.11'	N48°44'24"E
C14	144.50'	300.00'	27°35'53"	73.68'	143.11'	N14°59'41"E
C15	174.67'	300.00'	33°21'32"	89.89'	172.21'	N17°52'31"E
C16	172.95'	500.00'	19°49'06"	87.35'	172.09'	N24°38'44"E
C17	135.83'	1500.00'	5°11'18"	67.96'	135.78'	N17°19'50"E
C18	23.95'	361.64'	3°47'38"	11.98'	23.94'	S2°10'35"W
C19	9.46'	144.10'	3°45'35"	4.73'	9.45'	S2°09'36"W

LEGEND	
	SECTION CORNER
	SECTION QUARTER CORNER
	BOUNDARY CORNER
	SECTION LINE
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	LOT LINE
	PUBLIC UTILITY EASEMENT (PUE)
	CENTERLINE



GRAPHIC SCALE



LINE TABLE		
LINE	LENGTH	BEARING
L1	288.24'	N9°05'59"E
L2	30.55'	N16°20'39"E
L3	110.26'	N4°20'08"E
L4	19.53'	N23°32'54"W
L5	22.18'	N76°04'19"W
L6	22.29'	N33°33'43"E
L7	8.94'	N56°26'17"W
L8	23.11'	S76°04'19"E
L9	4.41'	S23°32'54"E
L10	30.55'	S56°26'17"E
L11	53.72'	N17°13'59"E
L12	2.37'	S57°08'31"E
L13	48.40'	N32°51'29"E
L14	15.91'	N57°08'31"W
L15	48.16'	N17°13'59"E
L16	133.49'	S56°26'16"E
L17	202.62'	S55°51'12"E
L18	36.26'	S79°09'28"W
L19	195.16'	S13°02'35"W
L20	272.18'	N75°44'54"W
L21	103.91'	N21°24'47"E
L22	103.37'	N11°39'14"E
L23	143.49'	N37°34'58"E
L24	17.00'	N33°33'44"E
L25	543.44'	S33°33'43"W
L26	6.71'	N68°41'11"E

RIDGEVIEW TOWNHOMES DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN, BRIANHEAD, IRON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING NORTH 1,098.13 FEET AND EAST 1,046.31 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AND RUNNING THENCE; NORTH 09°05'59" EAST 288.24 FEET; THENCE NORTHERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 81.41 FEET HAVING A RADIUS OF 643.87 FEET A CENTRAL ANGLE OF 07°14'39" AND CHORD BEARING AND DISTANCE OF NORTH 12°43'18" EAST 81.35 FEET; THENCE NORTH 16°20'39" EAST 30.55 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 29.56 FEET HAVING A RADIUS OF 94.08 FEET A CENTRAL ANGLE OF 18°00'18" AND CHORD BEARING AND DISTANCE OF NORTH 25°20'48" EAST 29.44 FEET; THENCE NORTHERLY ALONG THE ARC OF CURVE TO THE LEFT A DISTANCE OF 8.06 FEET HAVING A RADIUS OF 24.68 FEET A CENTRAL ANGLE OF 18°42'11" AND CHORD BEARING AND DISTANCE OF NORTH 13°41'13" EAST 8.02 FEET; THENCE NORTH 04°20'08" EAST 110.26 FEET; THENCE NORTHERLY ALONG THE ARC OF CURVE TO THE LEFT A DISTANCE OF 43.17 FEET HAVING A RADIUS OF 88.70 FEET A CENTRAL ANGLE OF 27°53'01" AND CHORD BEARING AND DISTANCE OF NORTH 09°36'24" WEST 42.74 FEET; THENCE NORTH 23°32'54" WEST 19.53 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF CURVE TO THE LEFT A DISTANCE OF 26.15 FEET HAVING A RADIUS OF 28.53 FEET A CENTRAL ANGLE OF 52°31'04" AND CHORD BEARING AND DISTANCE OF NORTH 49°48'47" WEST 25.24 FEET; THENCE NORTH 76°04'19" WEST 22.18 FEET; THENCE NORTH 33°33'43" EAST 22.29 FEET; THENCE NORTH 56°26'17" WEST 8.94 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 2; THENCE ALONG THE SOUTHWESTERLY, SOUTHEASTERLY AND NORTHERLY BOUNDARY OF SAID CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 2 THE FOLLOWING 9 COURSES AND DISTANCES:

1. SOUTH 76°04'19" EAST 23.11 FEET;
2. SOUTHEASTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 48.15 FEET HAVING A RADIUS OF 52.53 FEET A CENTRAL ANGLE OF 52°31'03" AND CHORD BEARING AND DISTANCE OF SOUTH 49°48'26" EAST 46.48 FEET;
3. SOUTH 23°32'54" EAST 4.41 FEET;
4. SOUTH 56°26'17" EAST 30.55 FEET;
5. NORTH 17°13'59" EAST 53.72 FEET;
6. SOUTH 57°08'31" EAST 2.37 FEET;
7. NORTH 32°51'29" EAST 48.40 FEET;
8. NORTH 57°08'31" WEST 15.91 FEET;
9. NORTH 17°13'59" EAST 48.16 FEET;
10. THENCE NORTH 56°26'16" WEST 133.49 FEET;

THENCE NORTH 55°51'12" WEST 202.62 FEET TO THE SOUTHWEST CORNER OF LOT 1, PLAT OF RIDGELINE ESTATES AS RECORDED IN ENTRY NO. 0786762 OF OFFICIAL RECORDS; THENCE NORTHEASTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 370.26 FEET HAVING A RADIUS OF 301.71 FEET A CENTRAL ANGLE OF 70°18'54" AND CHORD BEARING AND DISTANCE OF NORTH 49°12'58" EAST 347.46 FEET ALONG THE SOUTHEASTERLY LINE OF LOTS 1-6, PLAT OF RIDGELINE ESTATES; THENCE ALONG THE SOUTHEASTERLY AND EASTERLY LINE OF LOT 6, OF SAID PLAT OF RIDGELINE ESTATES THE FOLLOWING TWO COURSES AND DISTANCES:

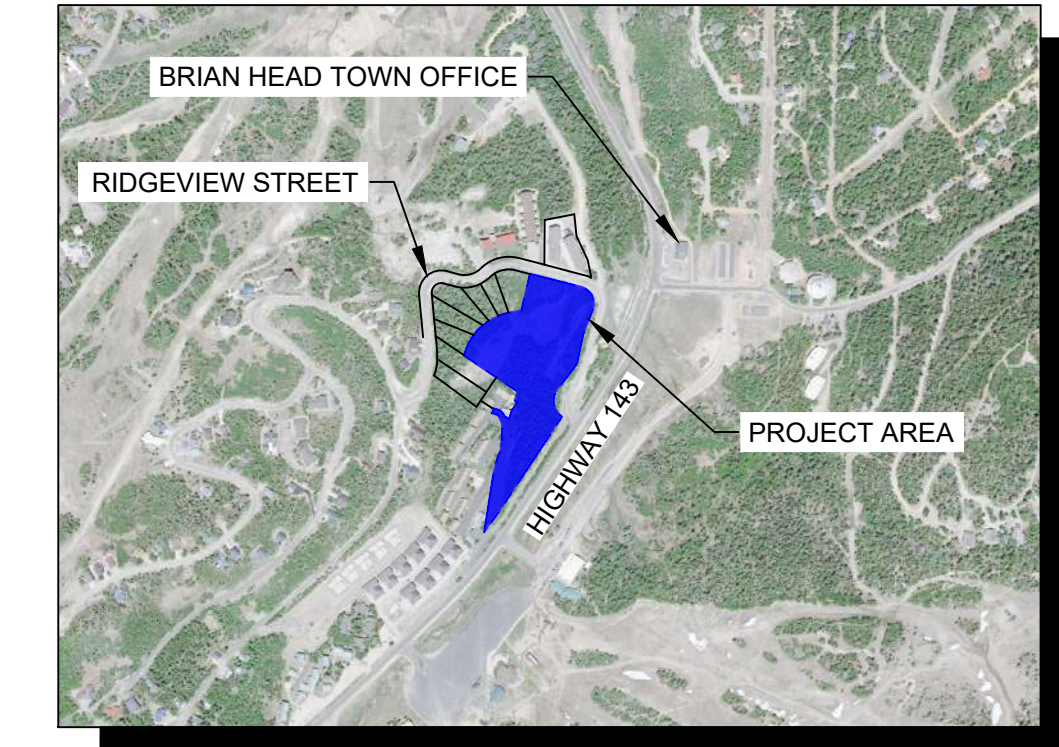
1. NORTH 79°09'28" EAST 36.26 FEET;
2. NORTH 13°02'35" EAST 195.16 FEET;

THENCE SOUTH 75°44'54" EAST 272.18 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 153.48 FEET HAVING A RADIUS OF 90.51 FEET A CENTRAL ANGLE OF 97°09'36" AND CHORD BEARING AND DISTANCE OF SOUTH 27°10'06" EAST 135.74 FEET; THENCE SOUTH 21°24'47" WEST 103.91 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE TO THE LEFT A DISTANCE OF 65.47 FEET HAVING A RADIUS OF 384.41 FEET A CENTRAL ANGLE OF 09°45'30" AND CHORD BEARING AND DISTANCE OF SOUTH 16°32'02" WEST 65.39 FEET; THENCE SOUTH 11°39'14" WEST 103.37 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 44.04 FEET HAVING A RADIUS OF 97.31 FEET A CENTRAL ANGLE OF 25°55'54" AND CHORD BEARING AND DISTANCE OF SOUTH 24°37'11" WEST 43.67 FEET; THENCE SOUTH 37°34'58" WEST 143.49 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE TO THE LEFT A DISTANCE OF 161.23 FEET HAVING A RADIUS OF 98.25 FEET A CENTRAL ANGLE OF 94°01'28" AND CHORD BEARING AND DISTANCE OF SOUTH 09°25'48" EAST 143.74 FEET; THENCE SOUTH 33°34'20" WEST 17.00 FEET; THENCE SOUTH 33°33'43" WEST 543.44 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF CURVE TO THE RIGHT A DISTANCE OF 162.70 FEET HAVING A RADIUS OF 2,619.35 FEET A CENTRAL ANGLE OF 03°33'32" AND CHORD BEARING AND DISTANCE OF SOUTH 35°30'12" WEST 162.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 377,782 SQUARE FEET OR 8.673 ACRES, MORE OR LESS.

POINT OF BEGINNING
FOUND SOUTHWEST CORNER
SECTION 2, TOWNSHIP 36 SOUTH,
RANGE 9 WEST, S.L.B. & M.

ROCKY MOUNTAIN POWER
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 10-9A-603 AND 17-27A-603 ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
(4) ANY OTHER PROVISION OF LAW.



VICINITY MAP
SCALE: NTS

UTILITY COMPANIES APPROVAL	
WE, THE HEREIN NAMED PUBLIC UTILITY COMPANIES, APPROVE THE DESIGNATED EASEMENTS SHOWN ON THIS PLAT, AND GUARANTEE THE INSTALLATION OF OUR UTILITIES.	
CENTURY LINK	DATE
ROCKY MOUNTAIN POWER	DATE
DOMINION ENERGY	DATE
SOUTH CENTRAL COMMUNICATIONS	DATE

SURVEYOR'S CERTIFICATE

I, WILLIS D. LONG, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 10708886, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS RIDGEVIEW TOWNHOMES, AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

WILLIS D. LONG, PLS

OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENTS THAT WE/I UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

RIDGEVIEW TOWNHOMES

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE AND HEREBY AGREE TO WARRANT, DEFEND AND SAVE THE COUNTY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE COUNTY'S USE, OPERATION, AND MAINTENANCE OF THE STREET AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER NECESSARY SERVICES.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____ A.D., 20 ____

ACKNOWLEDGEMENT

LIMITED LIABILITY COMPANY

STATE OF UTAH)
COUNTY OF)

ON THIS ____ DAY OF _____, IN THE YEAR 20 ____, PERSONALLY APPEARED BEFORE ME, _____, THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THE HE OR SHE IS THE GENERAL PARTNER OF _____, A UTAH LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY WITH AUTHORITY TO DO SO.

NOTARY PUBLIC: _____
NOTARY FULL NAME: _____ A NOTARY COMMISSIONED IN UTAH.
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE BRIAN HEAD TOWN COUNSEL, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS ____ DAY OF _____ A.D. 20 ____.

APPROVED _____ MAYOR ATTEST _____ CLERK

BRIAN HEAD TOWN ENGINEER APPROVAL

APPROVED THIS ____ DAY OF _____ A.D. 20 ____, BY THE BRIAN HEAD TOWN ENGINEER.

BRIAN HEAD TOWN ENGINEER

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____ A.D. 20 ____, BY THE BRIAN HEAD TOWN PLANNING COMMISSION

CHAIRMAN, PLANNING COMMISSION TOWN MANAGER



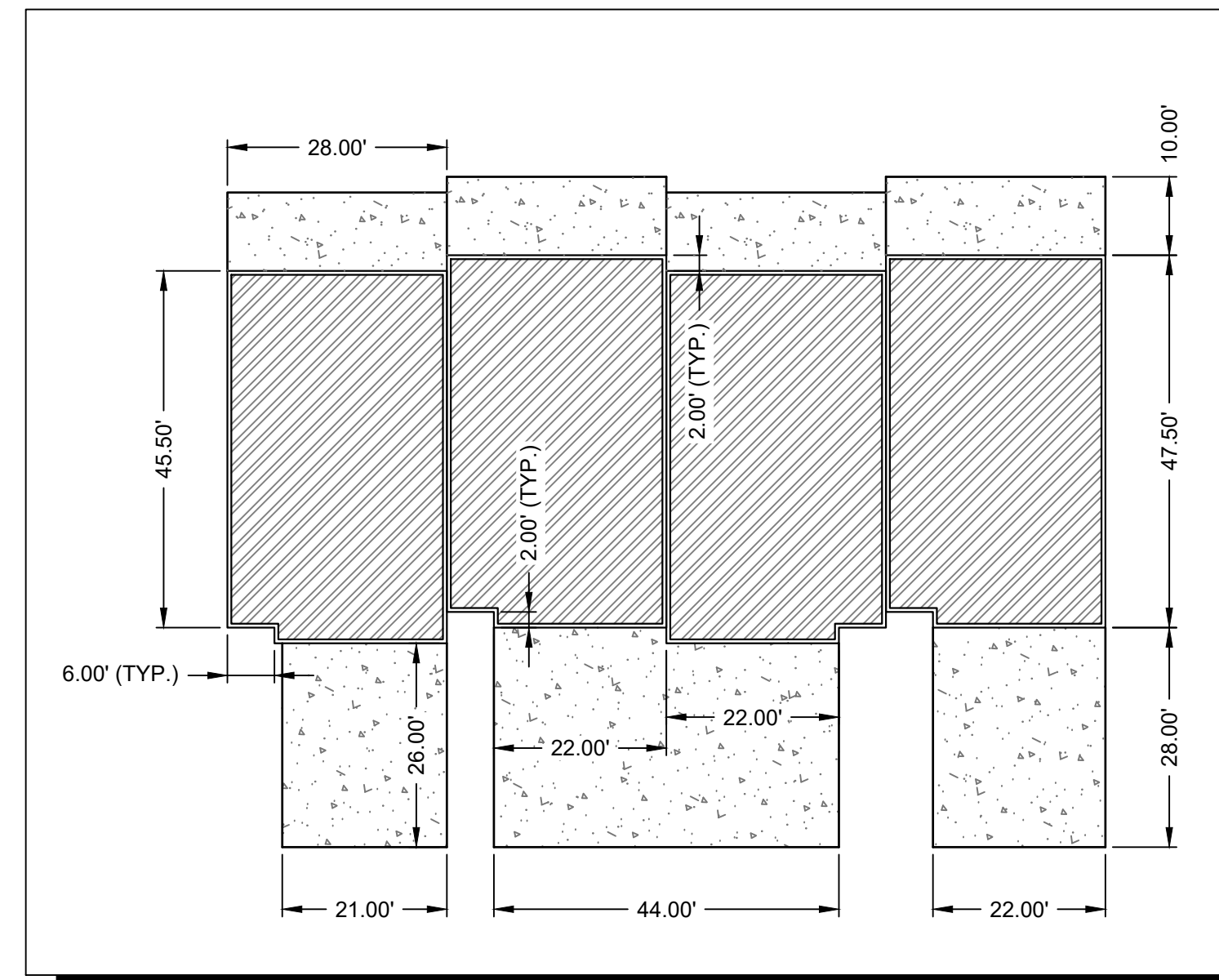
2975 Executive Parkway, Suite 300
Lehi, Utah 84043 • Tel: 801.541.3040

DATE: 04-18-24
DRAWN: DP
CHECKED: WDL

SHEET
1 OF 3

RIDGEVIEW TOWNHOMES
FINAL PLAT

LOCATED IN THE SOUTHWEST CORNER OF SECTION 2,
TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN
IRON COUNTY, STATE OF UTAH



TYPICAL TOWNHOME UNITS
(UNITS VARY)

UTILITY, SEWER, AND WATER LINE EASEMENT IN FAVOR OF CHALET VILLAGE RESORT CONDOMINIUMS PHASE I, HOMEOWNERS ASSOCIATION, AND OWNERS OF RECORD OF EACH UNIT OVER AND ACROSS SAID PROPERTY BY VIRTUE OF THAT CERTAIN EASEMENT, RECORDED DECEMBER 30, 1983 AS ENTRY NO. 249154, IN BOOK 312, AT PAGE 115, OF OFFICIAL RECORDS.

UTILITY, SEWER, AND WATER LINE EASEMENT IN FAVOR OF CHALET VILLAGE RESORT CONDOMINIUMS PHASE II, HOMEOWNERS ASSOCIATION, AND OWNERS OF RECORD OF EACH UNIT OVER AND ACROSS SAID PROPERTY BY VIRTUE OF THAT CERTAIN EASEMENT, RECORDED JUNE 28 1984 AS ENTRY NO. 253168, IN BOOK 318, AT PAGE 871, OF OFFICIAL RECORDS.

A 24 FOOT WIDE UTILITY AND ROADWAY EASEMENT AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED AUGUST 2, 2000, AS ENTRY NO. 424006 IN BOOK 720, AT PAGE 701 OF OFFICIAL RECORDS.

RIGHT-OF-WAY AND SNOW STORAGE EASEMENT AGREEMENT, RECORDED MAY 15, 2014, AS ENTRY NO. 00656792, IN BOOK 1289, AT PAGE 1388 OF OFFICIAL RECORDS. RIGHT-OF-WAY AND SNOW STORAGE EASEMENT AGREEMENT, RECORDED MAY 15, 2014, AS ENTRY NO. 00656794, IN BOOK 1289, AT PAGE 1409 OF OFFICIAL RECORDS.

PARCEL A-1194-0006-0000
GUSHARI REVOCABLE TRUST

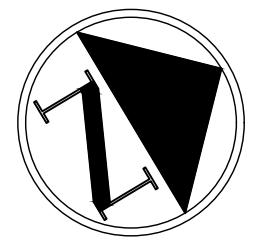
PARCEL A-1194-0007-0000
GUSHARI REVOCABLE TRUST

CHALET VILLAGE
RESORT
CONDOMINIUMS
PHASE 2

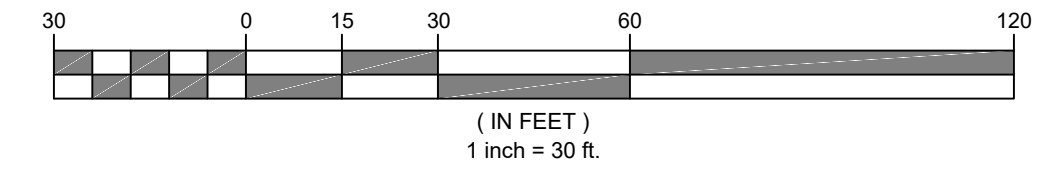
EXISTING 20' SEWER EASEMENT
ENTRY #

SNOW MOBILE ACCESS EASEMENT
BOOK 1289/PAGE 1409

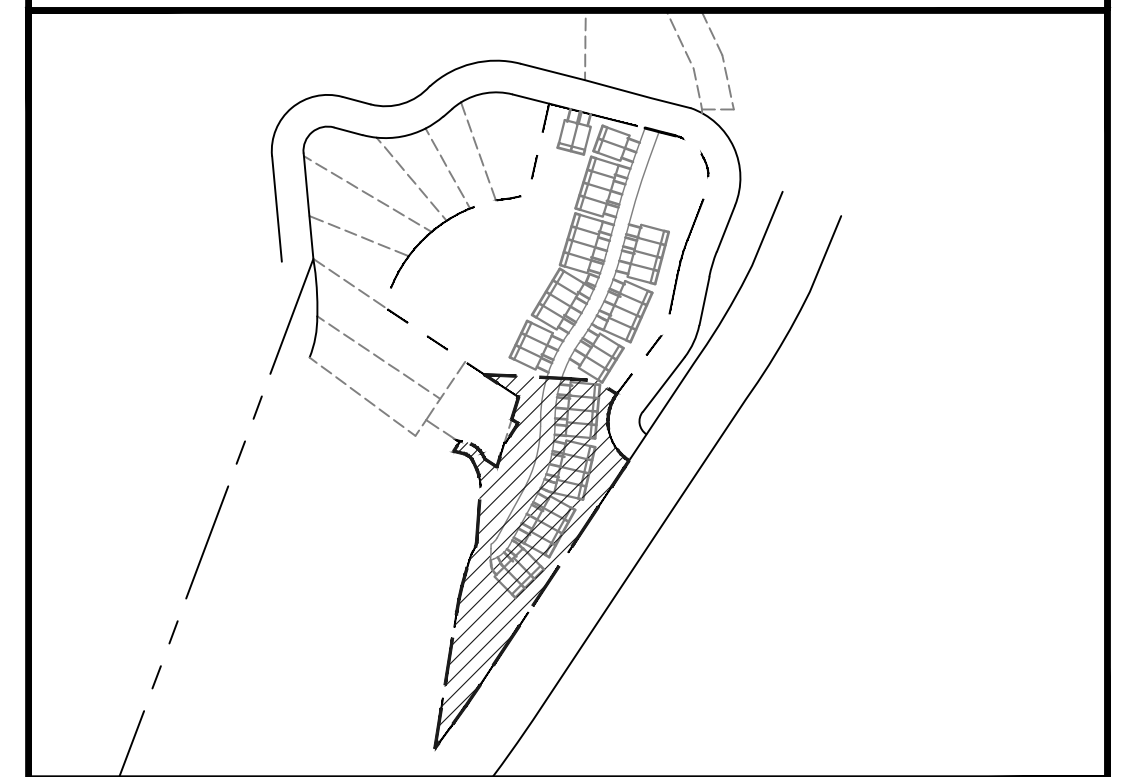
MATCH LINE
(SEE SHEET 3 OF 3)



GRAPHIC SCALE



SHEET INDEX



LEGEND

- SECTION CORNER
- SECTION QUARTER CORNER
- BOUNDARY CORNER
- SECTION LINE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- PUBLIC UTILITY EASEMENT (PUE)
- CENTERLINE
- PRIVATE OWNER SHIP
- LIMITED COMMON AREA
- COMMON AREA

CHALET VILLAGE ROAD

RESORT VIEW DRIVE
(30' PRIVATE DRIVE)

RIDGEVIEW ST

STATE ROUTE 143



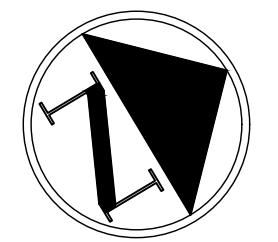
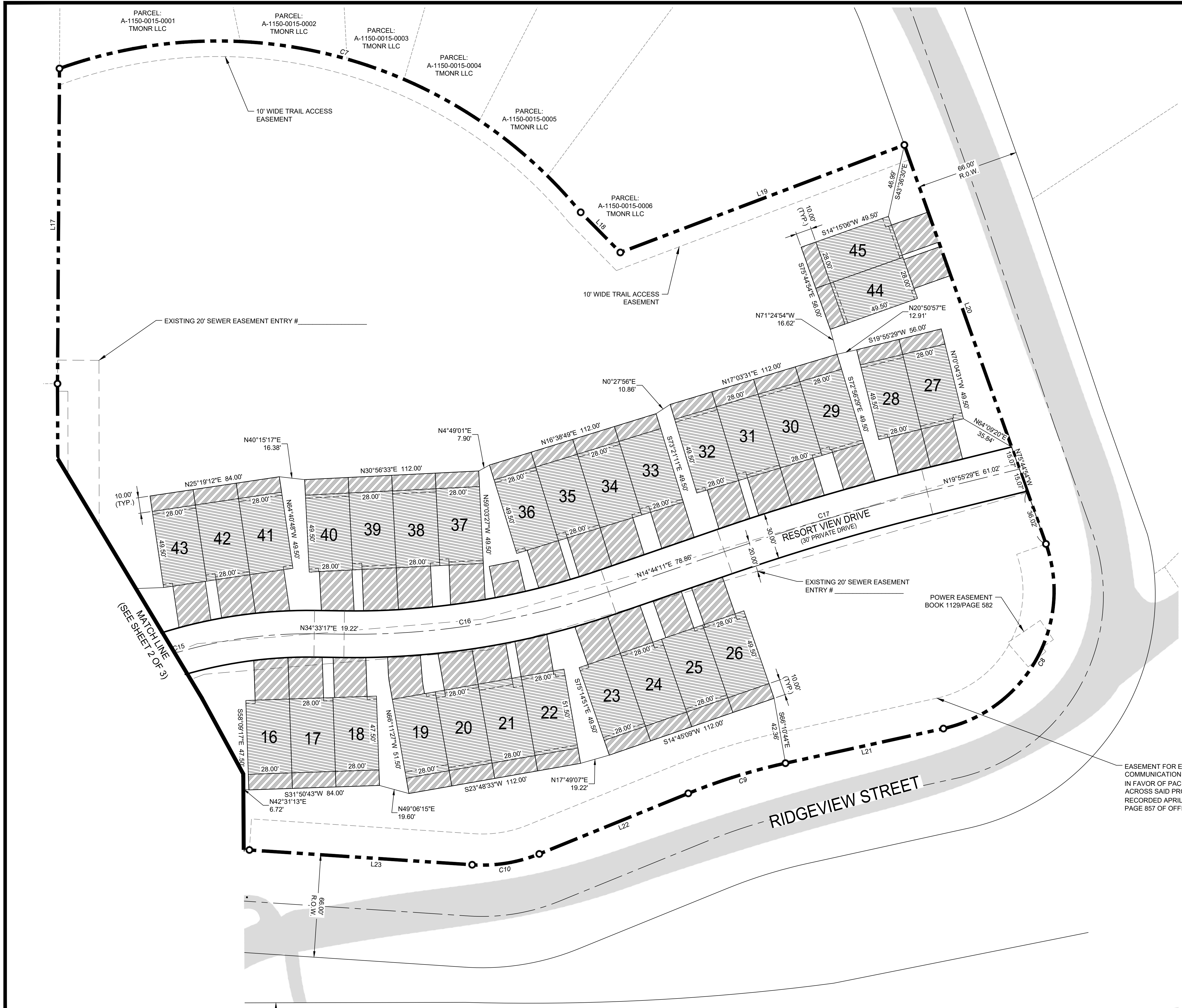
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DATE: 04-18-24
DRAWN: DP
CHECKED: WDL

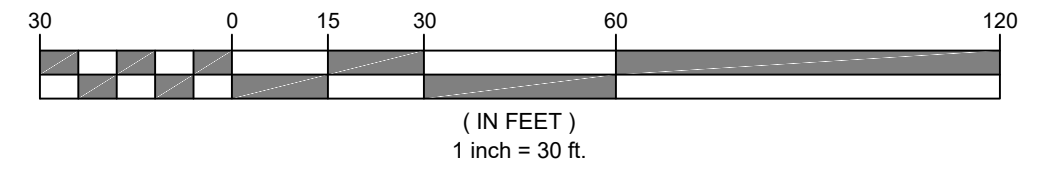
SHEET
2 OF 3

**RIDGEVIEW TOWNHOMES
FINAL PLAT**

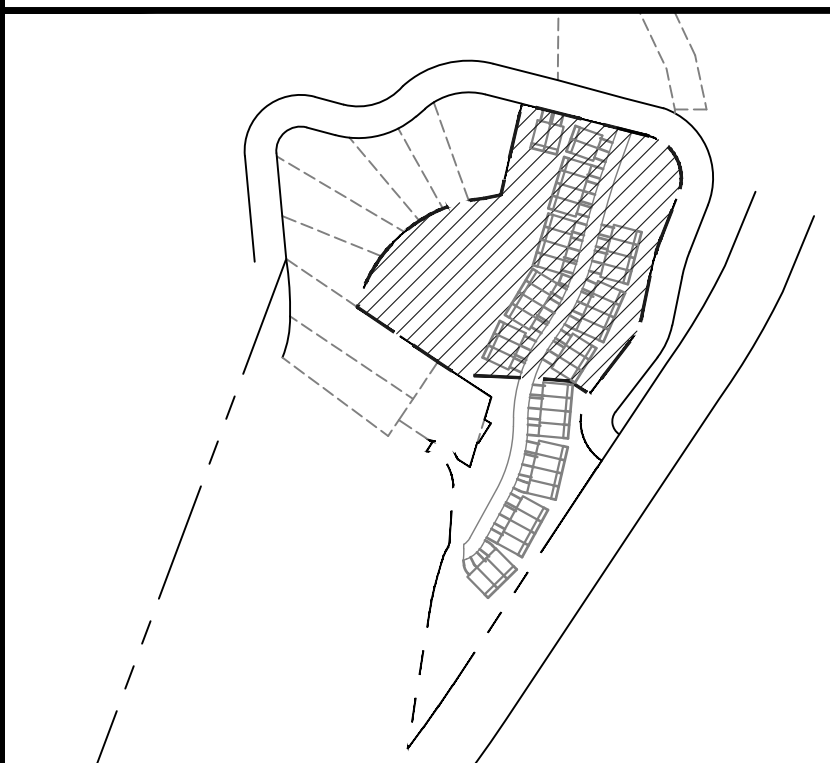
LOCATED IN THE SOUTHWEST CORNER OF SECTION 2,
TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN
IRON COUNTY, STATE OF UTAH



GRAPHIC SCALE



SHEET INDEX



LEGEND

- SECTION CORNER
- SECTION QUARTER CORNER
- BOUNDARY CORNER
- SECTION LINE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- PUBLIC UTILITY EASEMENT (PUE)
- CENTERLINE
- PRIVATE OWNER SHIP
- LIMITED COMMON AREA
- COMMON AREA

EASEMENT FOR ELECTRIC POWER TRANSMISSION, DISTRIBUTION AND COMMUNICATION LINES, AND PURPOSES INCIDENTAL THERETO, IN FAVOR OF PACIFICORP, AN OREGON CORPORATION, OVER AND ACROSS SAID PROPERTY BY VIRTUE OF THAT CERTAIN EASEMENT, RECORDED APRIL 22, 2008 AS ENTRY NO. 00571017, IN BOOK 1130 AT PAGE 857 OF OFFICIAL RECORDS.



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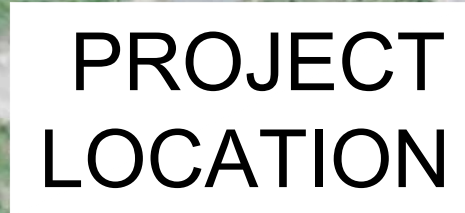
DATE:	03-29-24
DRAWN:	DP
CHECKED:	WDL

SHEET
3 OF 3

RIDGEVIEW TOWNHOMES
FINAL PLAT

LOCATED IN THE SOUTHWEST CORNER OF SECTION 2,
TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN
IRON COUNTY, STATE OF UTAH

BRIAN HEAD TOWN, IRON COUNTY, UTAH

CITY
OFFICE

ENGINEER
INFINITY CONSULTANTS
CONTACT: SCOTT MCFARLAND, PE
(801) 726-6797
scott@infinityutah.com

[illegible]

SCALE (HORIZ): 1/15
SCALE (VERT): NTS
DRAWN BY: SPM
CHECKED BY: RHD
DATE: 04.18.2024
PROJECT No: 2487

DRAWING INDEX	
DRAWING TITLE	SHEET NO.
COVER SHEET	CV1
GENERAL NOTES	GN1
OVERALL SITE PLAN	SP1
UTILITY PLAN	UT1
UTILITY PLAN	UT2
GRADING PLAN	GP1
GRADING PLAN	GP2
GRADING PLAN	GP3
PLAN AND PROFILE	PP1
PLAN AND PROFILE	PP2
PLAN AND PROFILE	PP3
PLAN AND PROFILE	PP4
EROSION CONTROL PLAN	EC1
EROSION CONTROL DETAILS	ED1
DETAILS - BRAIN HEAD	DT1
DETAILS - BRAIN HEAD	DT2
WALL OVERALL PLAN	WO1
WALL PLAN AND PROFILE	WP1
WALL PLAN AND PROFILE	WP2A
WALL PLAN AND PROFILE	WP2B
WALL PLAN AND PROFILE	WP3
WALL PLAN AND PROFILE	WP4
WALL PLAN AND PROFILE	WP5
WALL PLAN AND PROFILE	WP6
DETAILS - WALL	WD1
DETAILS - WALL	WD2



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BRIDGEVIEW TOWN HOMES

COVER SHEET

BRIAN HEAD TOWN, UTAH

SHEET
CV1

P:\Shared Files\Projects\2487 - Brian Head 9 acres\00-Cadd\03-Final\2487 - Cover.dwg April 18, 2024 - 2:03pm

- 1) ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE FOLLOWING:
CURRENT REGULATORY AGENCY STANDARDS AND SPECIFICATIONS, AND REGULATORY AGENCY
COMPREHENSIVE PLAN, WHERE APPLICABLE.
- 2) PRIOR TO ANY WORK BEING PERFORMED, THE CONTRACTOR SHALL CONTACT REGULATORY AGENCY
FOR A PRE-CONSTRUCTION CONFERENCE AS DIRECTED BY THE OWNER. CONTRACTOR SHALL ALSO
NOTIFY THE BELOW LISTED PROJECT CONTACTS (48) HOURS IN ADVANCE OF SAID MEETING:

14) THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR

4) PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS; I.E. SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND IF SO,

9) THE CONTRACTOR IS RESPONSIBLE FOR ALL STREET LIGHT TRENCHING

4) STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH REGULATORY AGENCY STANDARDS.

1) ROADWAY MATERIALS SPECIFICATIONS AND CONSTRUCTION REQUIREMENTS SHALL BE AS OUTLINED BY REGULATORY AGENCY STANDARDS AND THESE PLANS.

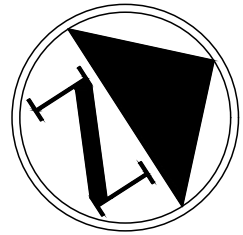
WS



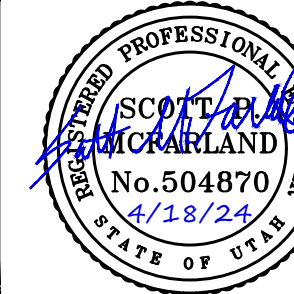
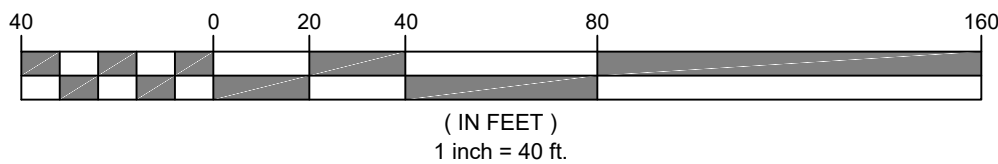
P:\Shared Files\Projects\2487 - Brian Head 9 acres\03-Cadd\03-Final\2487 - Overall Site Plan.dwg April 18, 2024 - 2:04pm

GENERAL NOTES

- CHALET VILLAGE DRIVE WILL BE IMPROVED TO MEET THE TOWNS PUBLIC WORKS STANDARDS. CONTRACTOR TO COORDINATE WITH DEVELOPERS AGREEMENT WITH THE CITY.
- ENHANCED LANDSCAPING SHALL BE CONSISTANT WITH THE COMMERCIAL CORE OVERLAY DISTRICT BETWEEN THE RETAINING WALL AND THE RIGHT-OF-WAYS.



GRAPHIC SCALE



No.	DESCRIPTION	BY	DATE

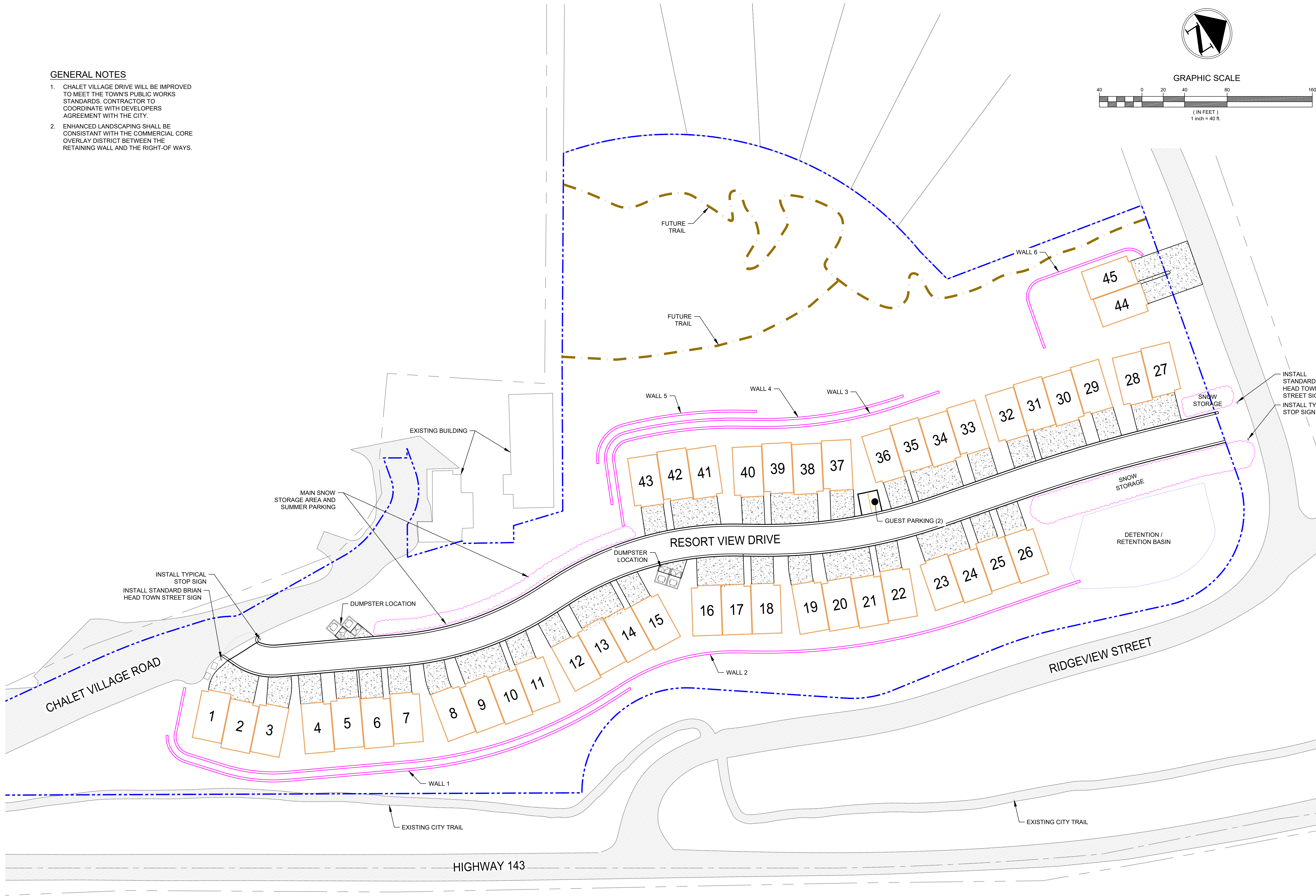
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DRAWN BY: SPM
CHECKED BY: RHD
DATE: 04.18.2024
PROJECT No: 2487

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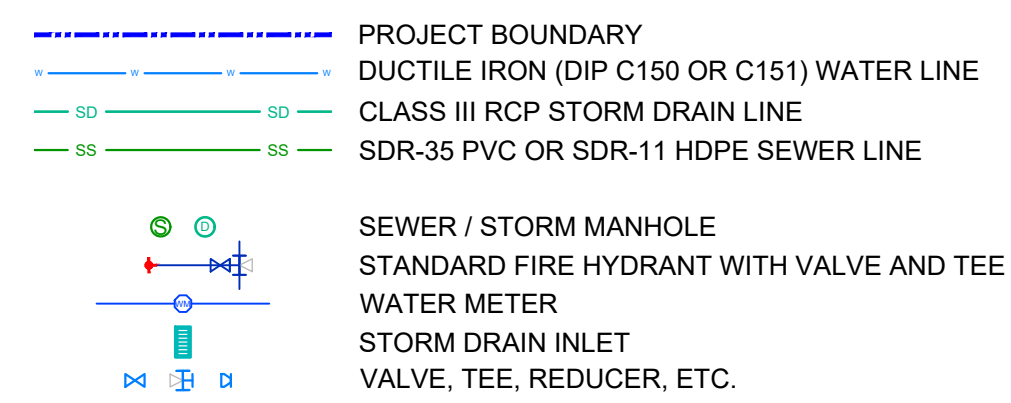
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RIDGEVIEW TOWN HOMES
OVERALL SITE PLAN
BRIAN HEAD TOWN, UTAH

SHEET
SP1

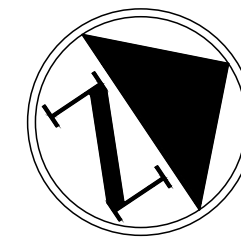


LEGEND

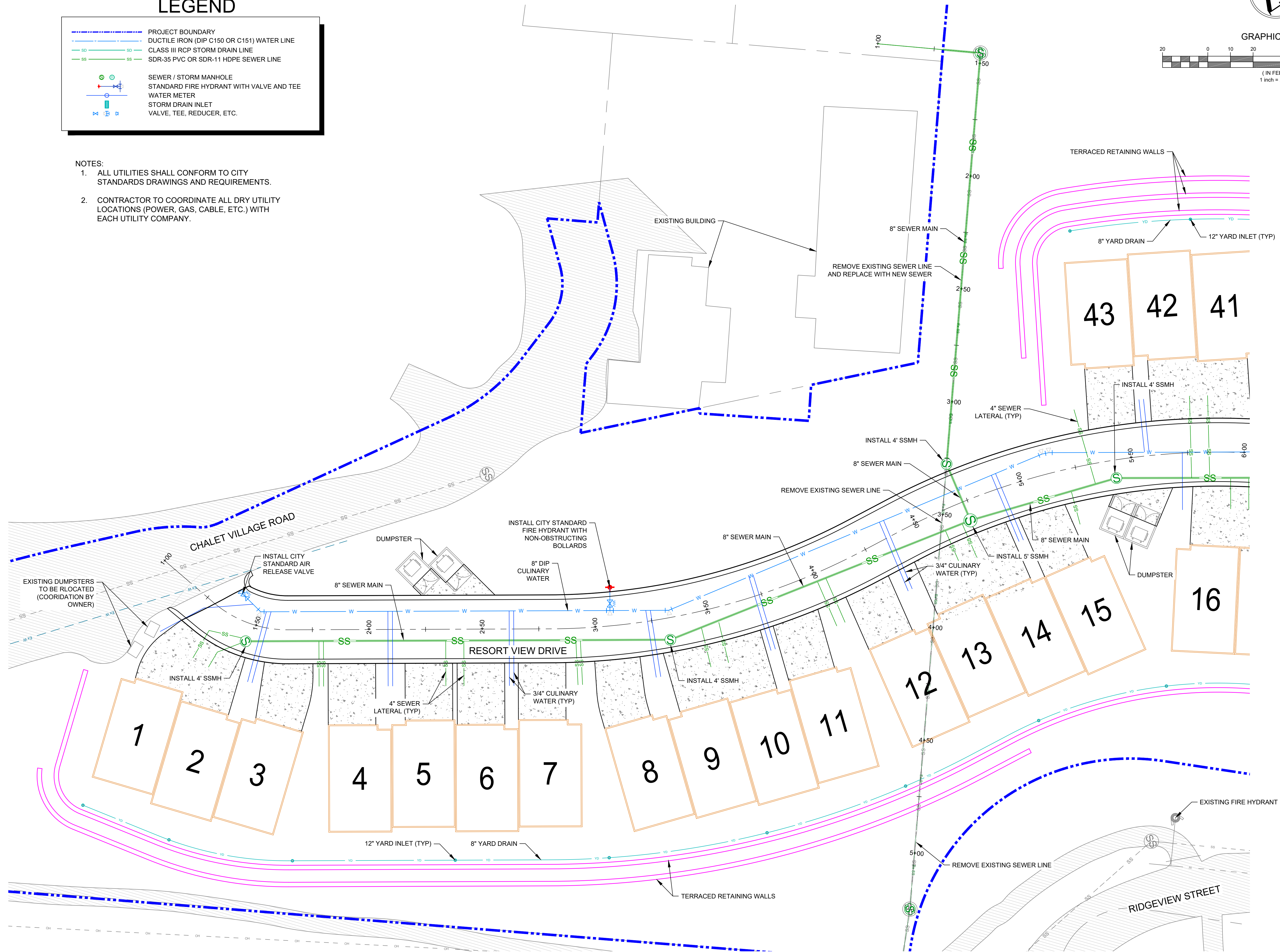
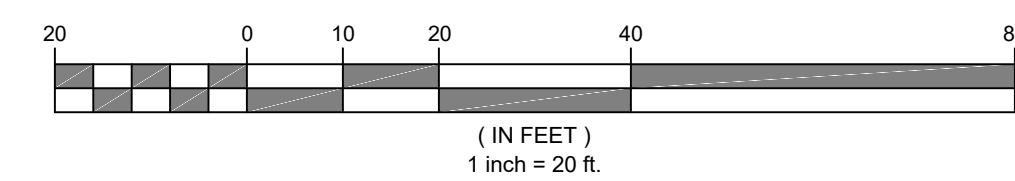


NOTES:

1. ALL UTILITIES SHALL CONFORM TO CITY STANDARDS DRAWINGS AND REQUIREMENTS.
2. CONTRACTOR TO COORDINATE ALL DRY UTILITY LOCATIONS (POWER, GAS, CABLE, ETC.) WITH EACH UTILITY COMPANY.



GRAPHIC SCALE

[illegible]

SCALE (HORIZ): 1"=20'
SCALE (VERT): NA
DRAWN BY: SPM
CHECKED BY: RHD
DATE: 04.18.2024
PROJECT No: 2487



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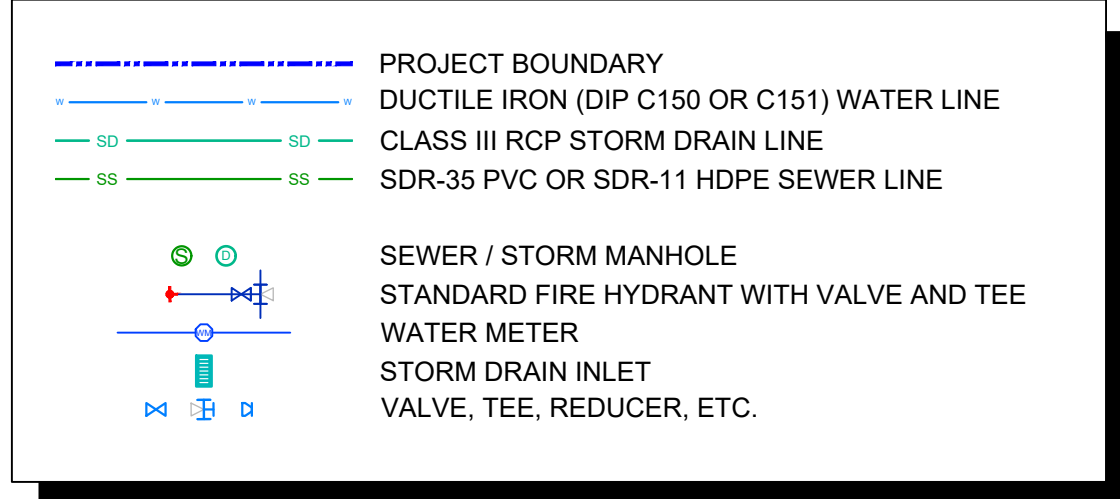
RIDGEVIEW TOWN HOMES

UTILITY PLAN

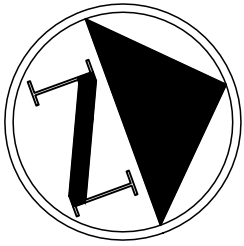
BRIAN HEAD TOWN, UTAH

SHEET
UT1

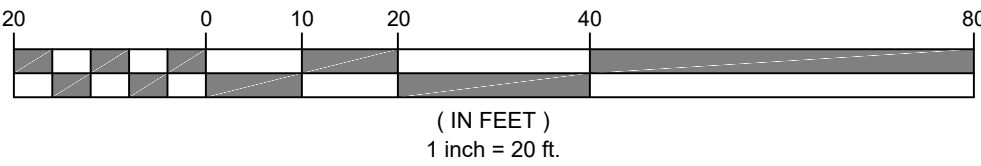
LEGEND



- NOTES:
- ALL UTILITIES SHALL CONFORM TO CITY STANDARDS DRAWINGS AND REQUIREMENTS.
 - CONTRACTOR TO COORDINATE ALL DRY UTILITY LOCATIONS (POWER, GAS, CABLE, ETC.) WITH EACH UTILITY COMPANY.
 - WATER LATERALS FOR UNITS 1-43 SHALL BE METERED FROM 8" MASTER METER LOCATED AT NORTH ENTRANCE. DEVELOPER MAY ADD SECONDARY METERS TO THESE UNITS FOR THEIR BILLING PURPOSES. TOWN NOT RESPONSIBLE FOR WATER LINE BEYOND MASTER METER. UNITS 44 AND 45 TO HAVE 3/4" STANDARD TOWN METERS.



GRAPHIC SCALE



No.	DESCRIPTION	BY	DATE

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SCALE (VERT): NA
DRAWN BY: SPM
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PROJECT No: 2487

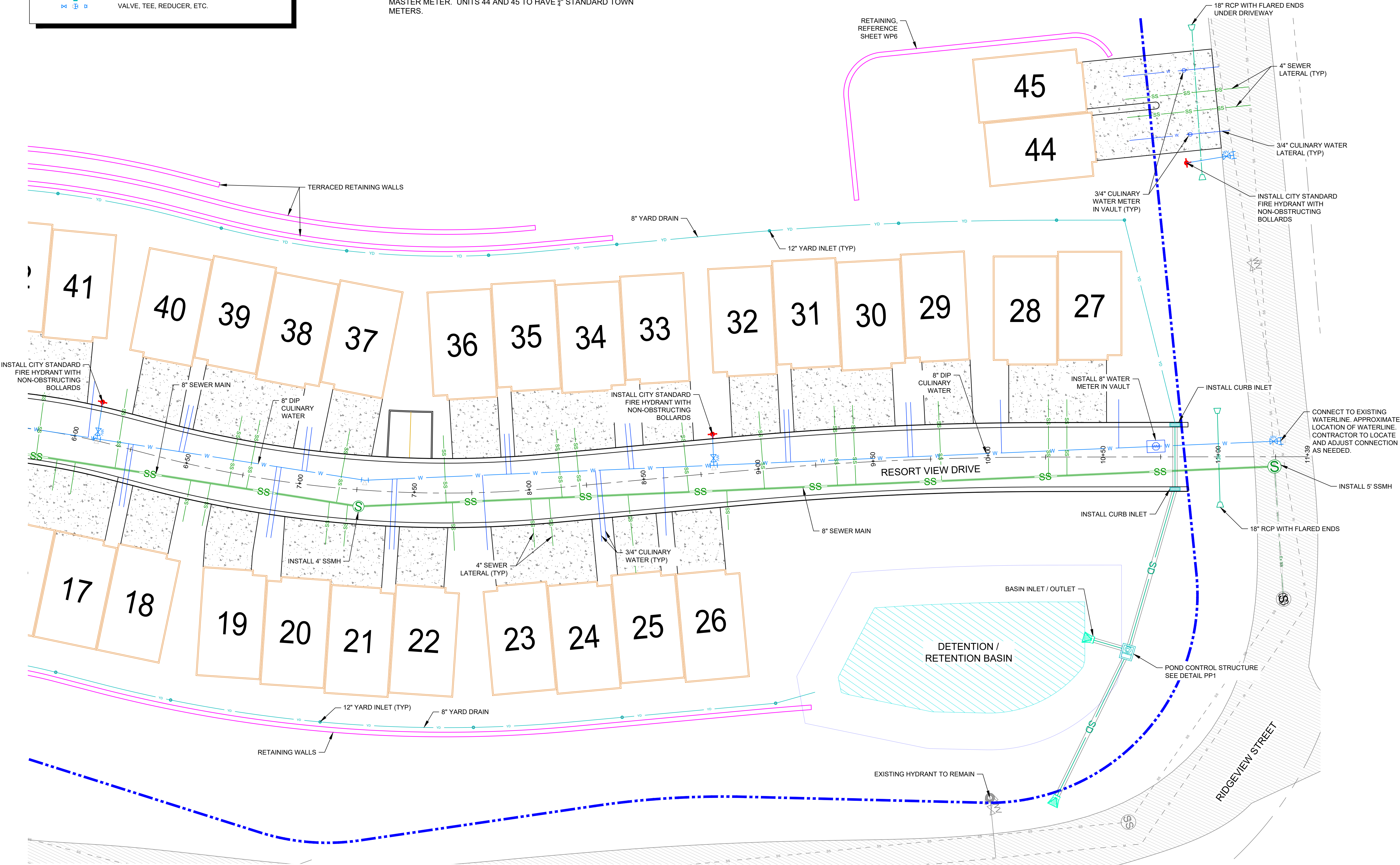
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RIDGEVIEW TOWN HOMES

UTILITY PLAN

BRIAN HEAD TOWN, UTAH



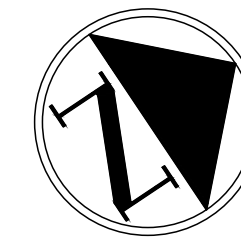
P:\Shared Files\Projects\2487 - Brian Head 9 acres\00-Cadd\03-Final\2487 - Utility Plan.dwg April 18, 2024 - 2:04pm

RIDGEVIEW TOWNHOME ELEVATIONS*			
UNIT NO.	FRONT OF GARAGE	REAR PATIO	STEPPED
1	9760	9750	NO
2	9760	9750	NO
3	9760	9750	NO
4	9760	9750	NO
5	9758.5	9748.5	YES
6	9757.25	9747.25	YES
7	9756	9746	YES
8	9754.75	9744.75	YES
9	9754	9744	NO
10	9754	9744	NO
11	9754	9744	NO
12	9753	9743	NO
13	9753	9743	NO
14	9753	9743	NO
15	9753	9743	NO
16	9752	9742	NO
41	9752.75	9762.75	NO
42	9752.75	9762.75	NO
43	9752.75	9762.75	NO

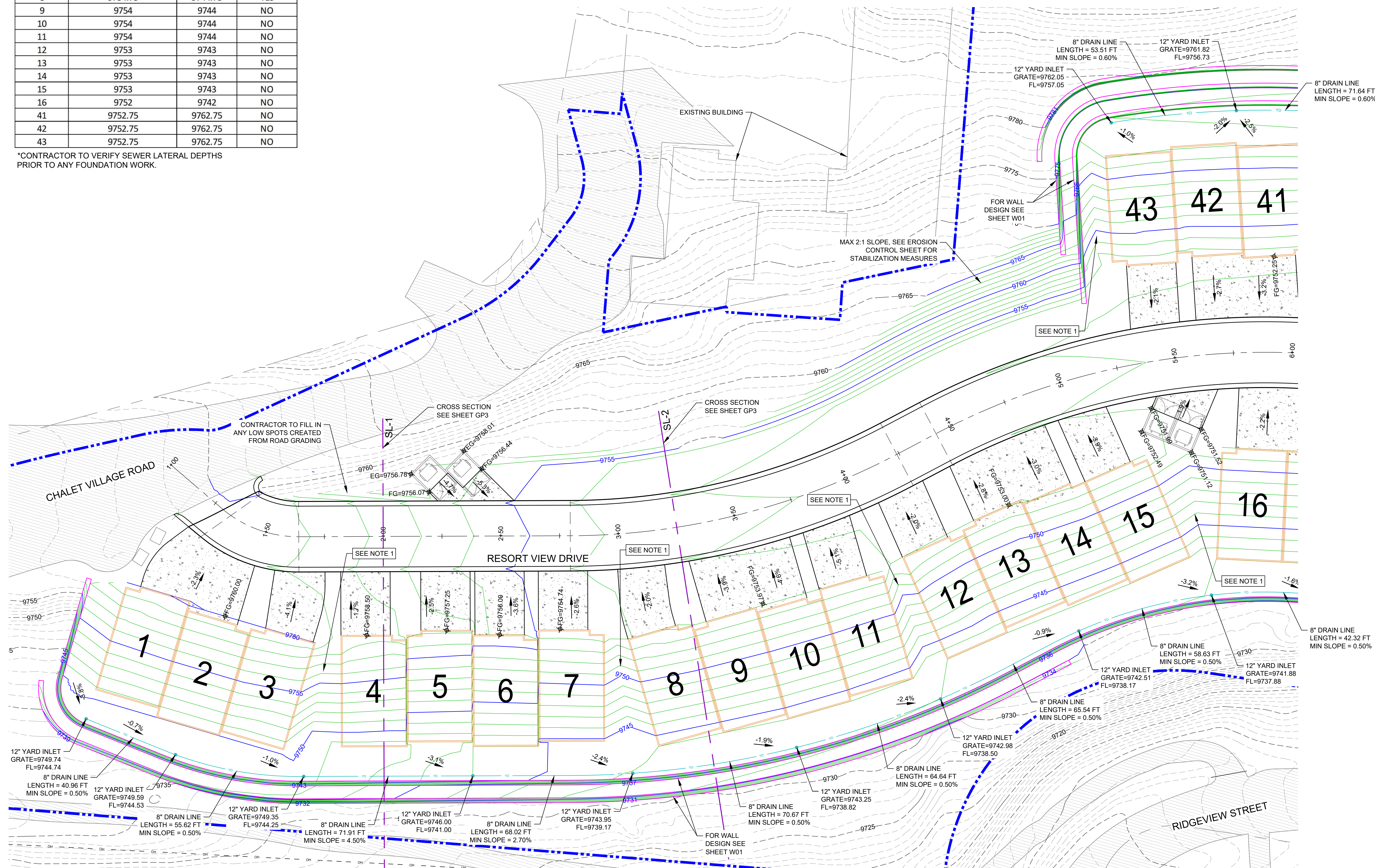
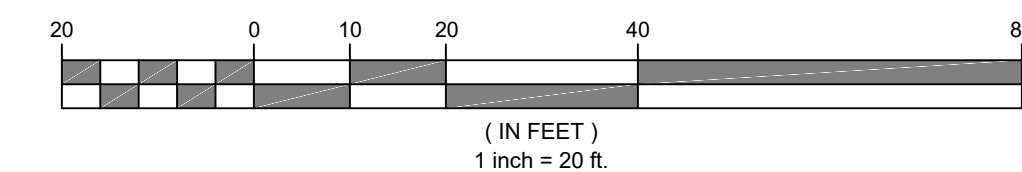
*CONTRACTOR TO VERIFY SEWER LATERAL DEPTHS
PRIOR TO ANY FOUNDATION WORK.

NOTES:

1. CONTRACTOR TO GRADE DRAINAGE DEPRESSIONS TO SHED WATER AWAY BETWEEN BUILDINGS AND DIRECT FLOWS TO YARD INLETS OR ROADWAY. USE SOIL STABILIZATION METHODS TO PREVENT EROSION, SUCH AS GRAVEL OR SLOPE MATTING.



GRAPHIC SCALE

[illegible]

SCALE (HORIZ): 1"=20'
SCALE (VERT): NA
DRAWN BY: SPM
CHECKED BY: RHD
DATE: 04.18.2024



GRADING PLAN

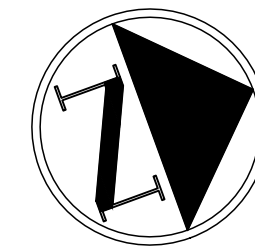
SHEET
GP1

RIDGEVIEW TOWNHOME ELEVATIONS			
UNIT NO.	FRONT OF GARAGE	REAR PATIO	STEPPED
17	9752	9742	NO
18	9752	9742	NO
19	9751.25	9741.25	NO
20	9751.25	9741.25	NO
21	9751.25	9741.25	NO
22	9751.25	9741.25	NO
23	9750.5	9740.5	NO
24	9750.5	9740.5	NO
25	9750.5	9740.5	NO
26	9750.5	9740.5	NO
27	9749.5	9739.5	NO
28	9749.5	9739.5	NO
29	9750.25	9740.25	NO
30	9750.25	9740.25	NO

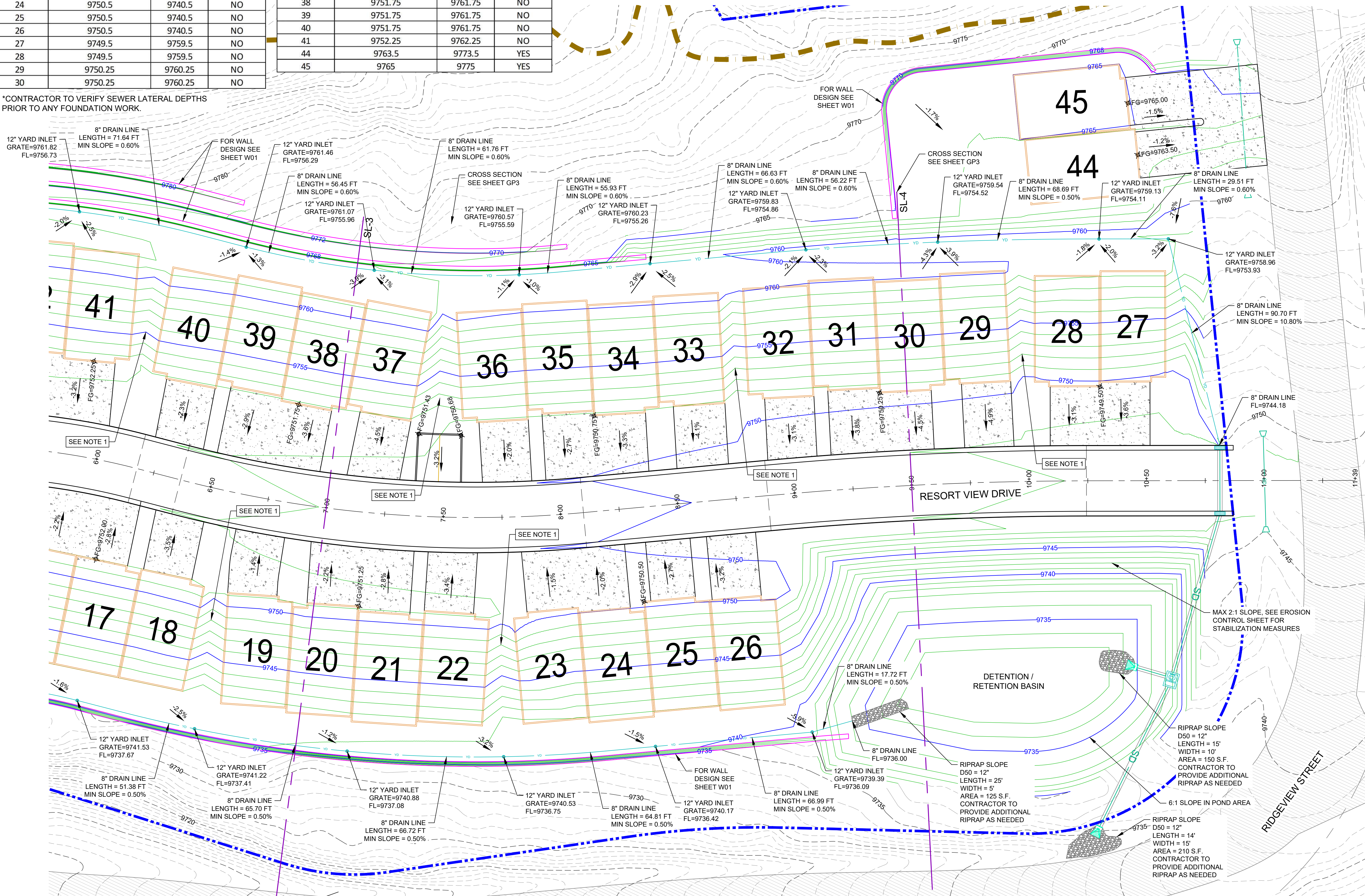
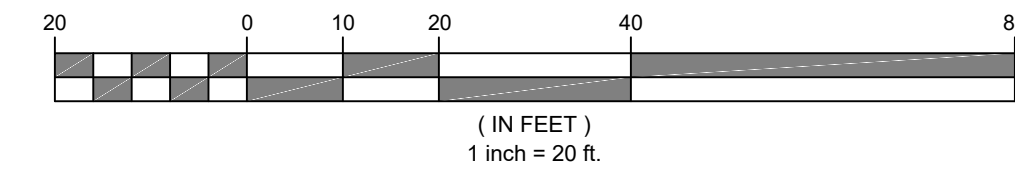
RIDGEVIEW TOWNHOME ELEVATIONS *			
UNIT NO.	FRONT OF GARAGE	REAR PATIO	STEPPED
31	9750.25	9740.25	NO
32	9750.25	9740.25	NO
33	9750.75	9740.75	NO
34	9750.75	9740.75	NO
35	9750.75	9740.75	NO
36	9750.75	9740.75	NO
37	9751.75	9741.75	NO
38	9751.75	9741.75	NO
39	9751.75	9741.75	NO
40	9751.75	9741.75	NO
41	9752.25	9742.25	NO
44	9763.5	9773.5	YES
45	9765	9775	YES

*CONTRACTOR TO VERIFY SEWER LATERAL DEPTHS PRIOR TO ANY FOUNDATION WORK.

- NOTES:
- CONTRACTOR TO GRADE DRAINAGE DEPRESSIONS TO SHED WATER AWAY BETWEEN BUILDINGS AND DIRECT FLOWS TO YARD INLETS OR ROADWAY. USE SOIL STABILIZATION METHODS TO PREVENT EROSION, SUCH AS GRAVEL OR SLOPE MATTING.



GRAPHIC SCALE



REVISIONS		DATE
No.	DESCRIPTION	BY

SCALE (HORIZ): 1"=20'	SCALE (VERT): NA
DRAWN BY: SPM	CHECKED BY: RHD
DATE: 04.18.2024	PROJECT No: 2487



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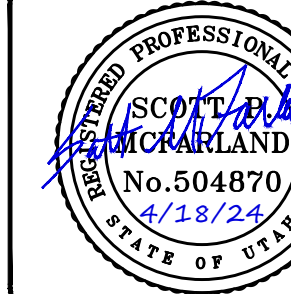
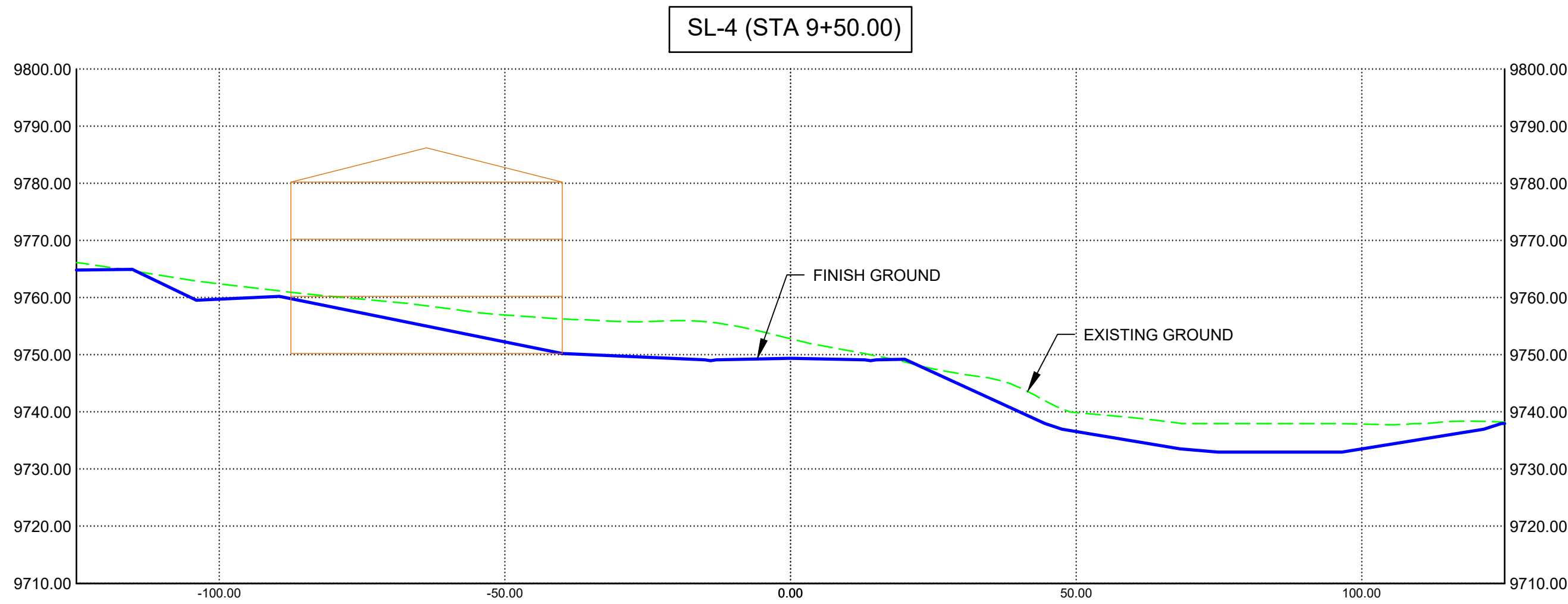
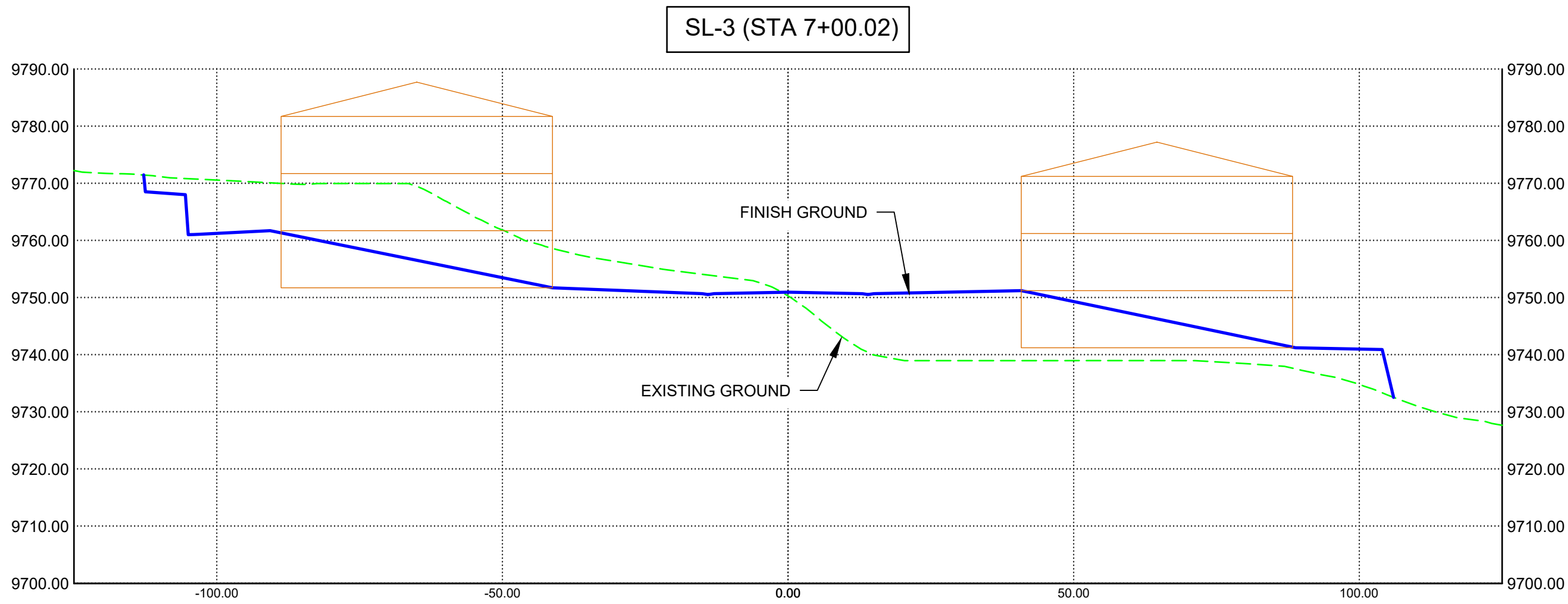
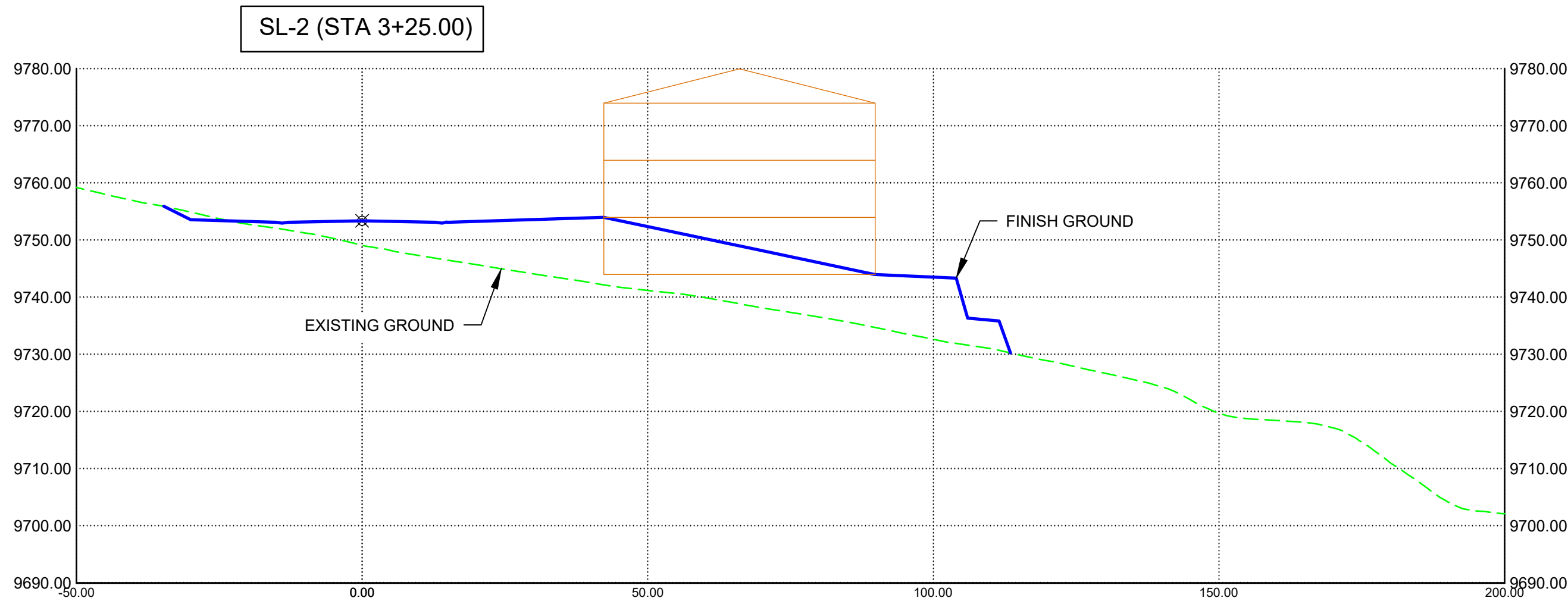
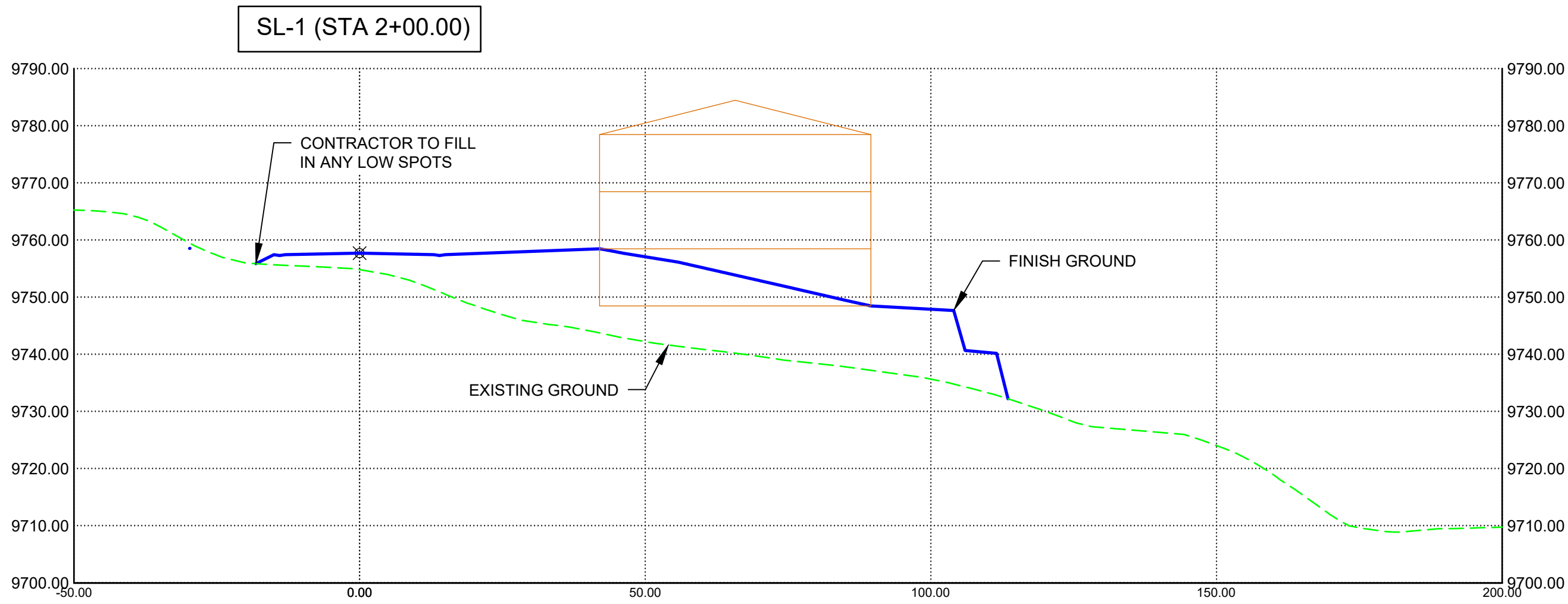
RIDGEVIEW TOWN HOMES

GRADING PLAN

BRIAN HEAD TOWN, UTAH

SHEET
GP2

P:\Shared Files\Projects\2487 - Brian Head 9 acres\00-Cadd\03-Final\2487 - Grading Plan.dwg April 18, 2024 - 2:05pm



No.	DESCRIPTION	BY	DATE

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SCALE (VERT): NA
DRAWN BY: SPM
CHECKED BY: RHD
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PROJECT No: 2487



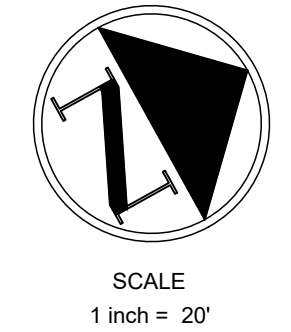
RIDGEVIEW TOWN HOMES

GRADING PLAN

BRIAN HEAD TOWN, UTAH

SHEET
GP3

- WATERLINE NOTE:**
1. ALL CONSTRUCTION SHALL COMPLY WITH BRIAN HEAD PUBLIC WORKS DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.
THE MAXIMUM ANGULAR DEFLECTION AT ALL JOINTS FOR DUCTILE IRON PIPE (CLASS 150) SHALL BE LESS THAN 2.5 DEGREES OR 10.5 INCH OFFSET PER 30' OF LENGTH. APPROXIMATE RADIUS IN FEET OF CURVE PRODUCED BY SUCCESSION OF JOINTS 20' LONG = $340'$.
 2. MARK ALL LATERAL STUBS WITH A 2" X 4" BOARD LABELED AND PAINTED WITH COORDINATING PAINT. MINIMUM 4" EXTENDED ABOVE SURFACE.



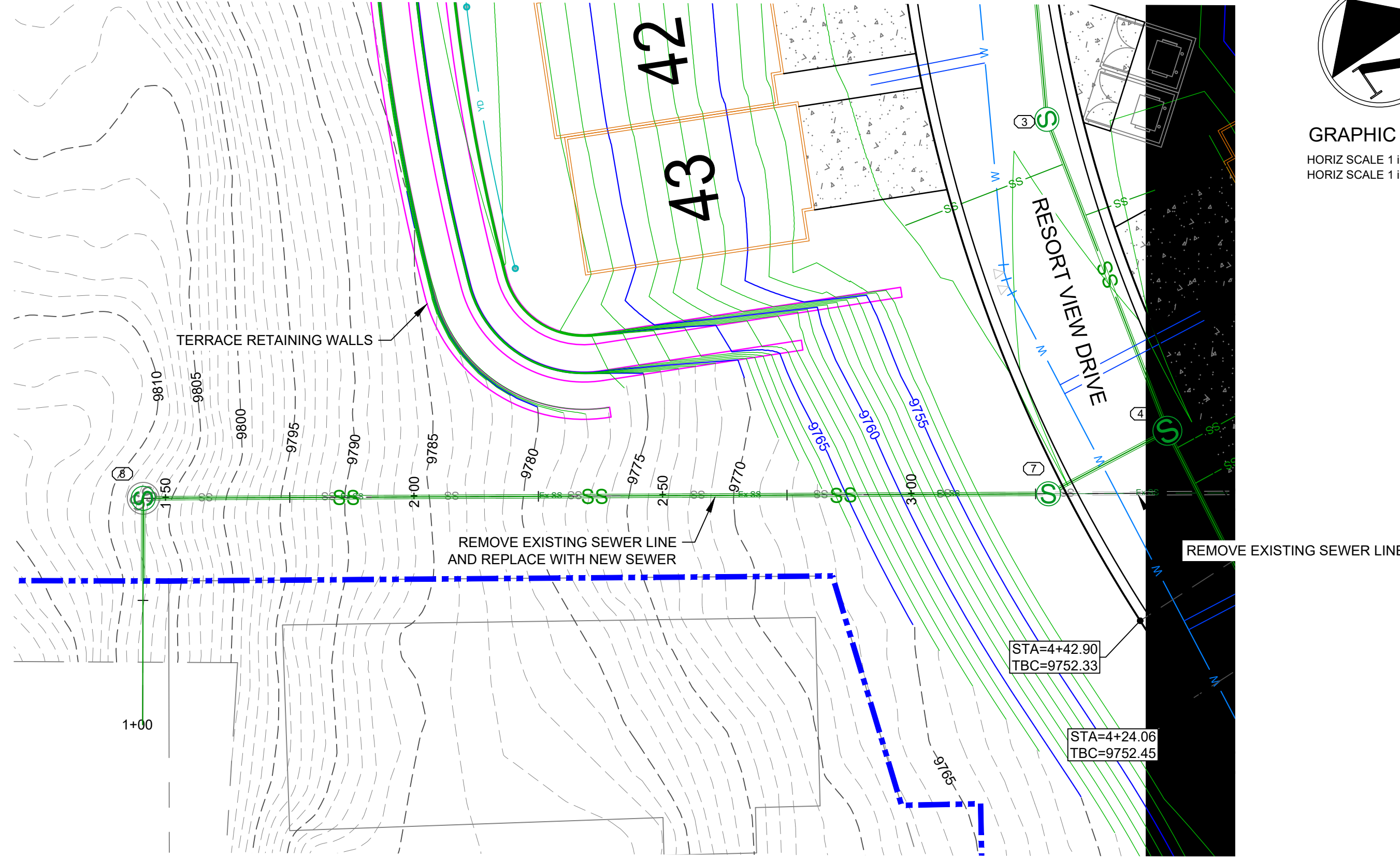
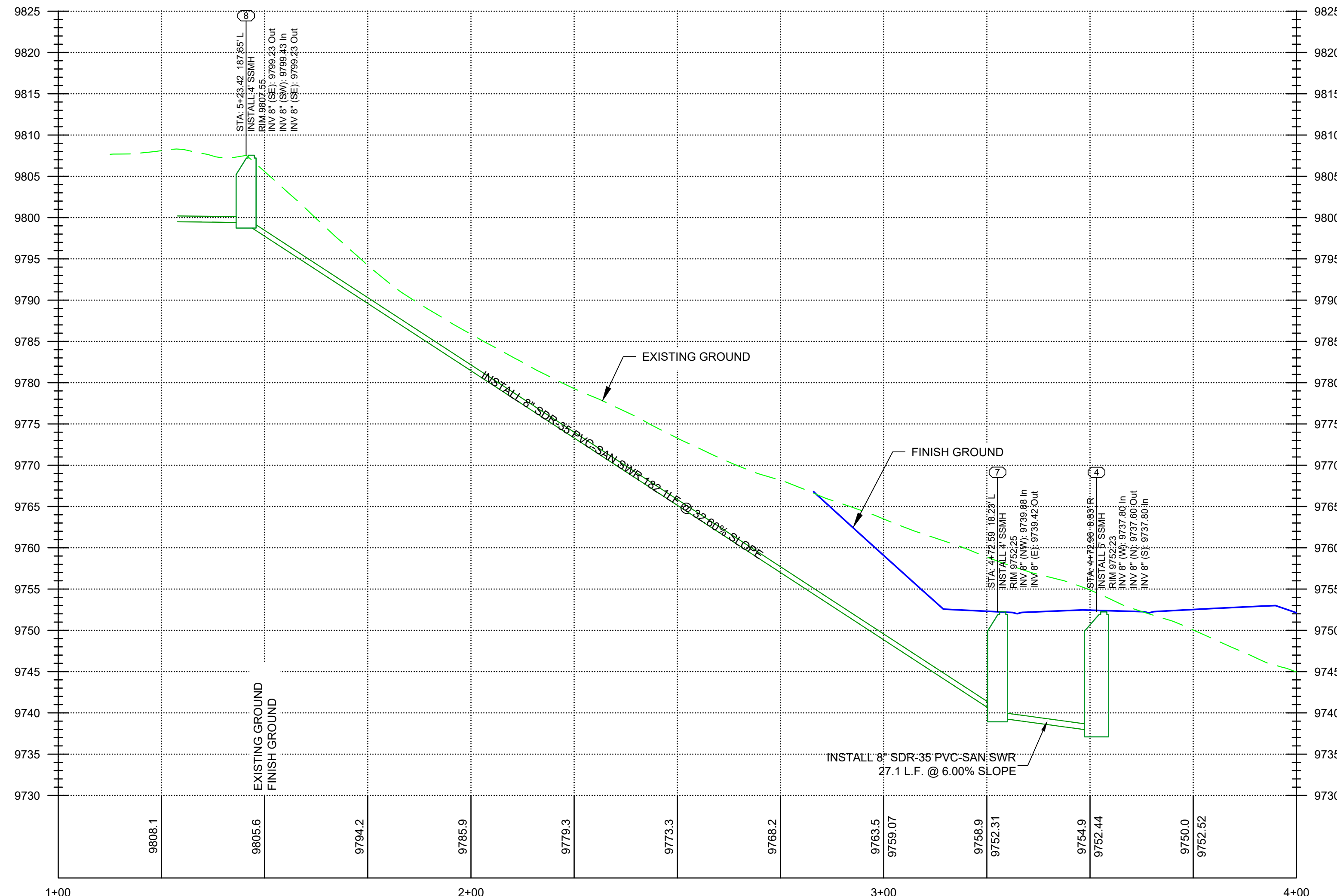
	PROJECT BOUNDARY
	SANITARY SEWER LINE (SIZE AS NOTED)
	WATER LINE (SEE SIZE AND MATERIAL)
	3/4" IPS HDPE SDR-7 WATER LATERAL AND METER VAULT
	4" SANITARY SEWER LATERAL
	STANDARD MANHOLE
	FIRE HYDRANT PER CITY STANDARD
	CULINARY WATER VALVE
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR

[illegible]

SCALE (HORIZ): 1" = 20'
SCALE (VERT): 1" = 4'
DRAWN BY: SPM
CHECKED BY: RHD
DATE: 04.18.2024
PROJECT No: 2487

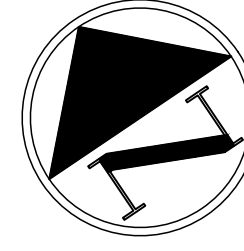


SHEET
PP1



SEWER REALIGNMENT

STA 1+00 TO 4+00



GRAPHIC SCALE
HORIZ SCALE 1 inch = 20'
HORIZ SCALE 1 inch = 10'

LEGEND	
	PROJECT BOUNDARY
	SANITARY SEWER LINE (SIZE AS NOTED)
	WATER LINE (SEE SIZE AND MATERIAL)
	34" IPS HDPE SDR-7 WATER LATERAL AND METER VAULT
	4" SANITARY SEWER LATERAL
	STANDARD MANHOLE
	FIRE HYDRANT PER CITY STANDARD
	CULINARY WATER VALVE
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR

SEWER NOTE

1. ALL CONSTRUCTION SHALL COMPLY WITH BRIAN HEAD PUBLIC WORKS' DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.
2. CONTRACTOR SHALL VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING.
3. SEVEN (7) FEET OF COVER IS REQUIRED OVER ALL SEWER LINES.
4. A MINIMUM 2% SLOPE FOR SEWER LATERALS.
5. MARK ALL SEWER LATERAL STUBS WITH A 2"x4" BOARD LABELED AND PAINTED WITH GREEN PAINT. MINIMUM 4'-0" EXTENDED ABOVE SURFACE.

SCALE (HORIZ): 1" = 20'
SCALE (VERT): 1" = 10'
DRAWN BY: SPM
CHECKED BY: RHD
DATE: 04.18.2024
PROJECT NO.: 2407



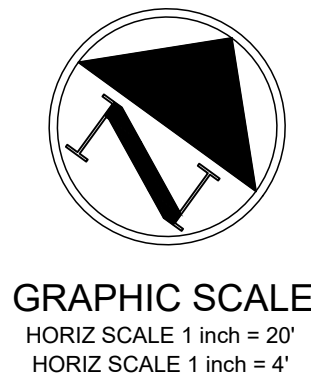
2975 Executive Parkway, Suite 300
 Lehi, Utah 84043 • Tel: 801.541.3040

BRIDGEVIEW TOWN HOMES

PLAN AND PROFILE

BRIAN HEAD TOWN, UTAH

SHEET
PP3



LEGEND

	PROJECT BOUNDARY
	SANITARY SEWER LINE (SIZE AS NOTED)
	WATER LINE (SEE SIZE AND MATERIAL)
	3/4" IPS HDPE SDR-7 WATER LATERAL AND METER VAULT
	4" SANITARY SEWER LATERAL
	STANDARD MANHOLE
	FIRE HYDRANT PER CITY STANDARD
	CULINARY WATER VALVE
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR

[illegible]

SCALE (HORIZ): 1" = 20'
SCALE (VERT): 1" = 4'
DRAWN BY: SPM
CHECKED BY: RHD
DATE: 04.18.2024
PROJECT No: 2487



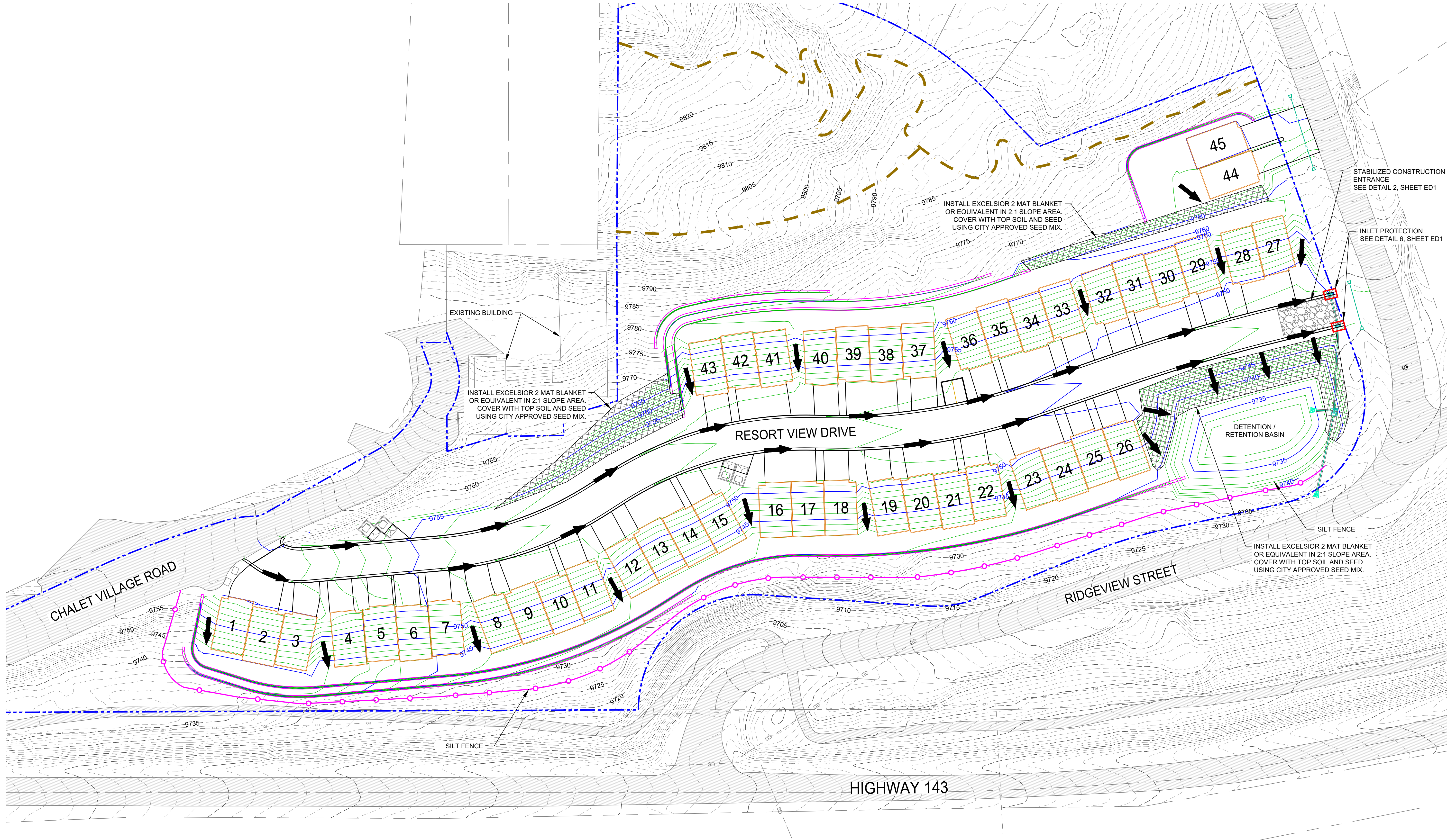
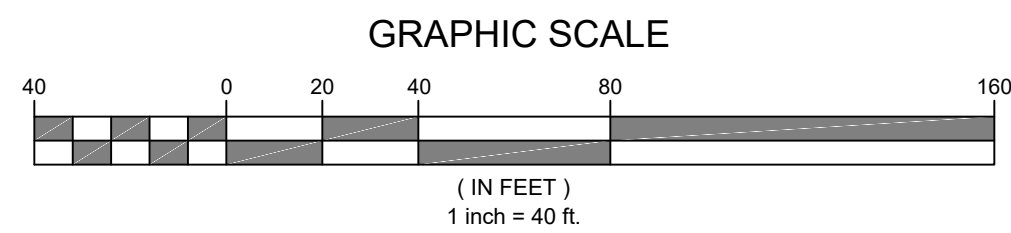
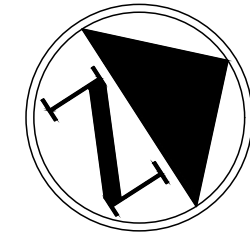
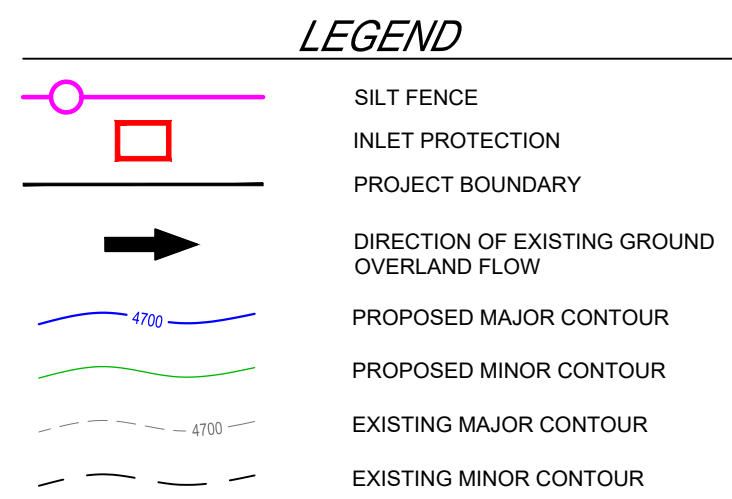
RIDGEVIEW TOWN HOMES

PLAN AND PROFILE

BRIAN HEAD TOWN, UTAH

GENERAL NOTES:

- 1) SEE SHEET ED1 FOR DETAILS AND ADDITIONAL NOTES.
- 2) CONTRACTOR TO OBTAIN AND FOLLOW STORM WATER POLLUTION PREVENTION PLAN (SWPPP). SEE SWPPP FOR FULL DESCRIPTION OF EROSION CONTROL MEASURES.
- 3) RE-SEED DISTURBED AREAS WITH NATIVE SEED MIX.
- 4) DISTURBED SLOPES ARE TO BE ROUGHENED TO DECREASE EROSION. REFER TO SWPPP FOR MORE INFO.
- 5) DUST CONTROL MEASURES ARE TO BE EMPLOYED DURING THE ENTIRE COURSE OF THIS PROJECT.
- 6) BIODEGRADABLE EROSION CONTROL BLANKETS SHALL BE PLACED ON ALL FILL SLOPES GREATER THAN 10 FEET AFTER ESTABLISHMENT OF FINAL GRADE AND SEEDED OR MULCHED TO ESTABLISH PERMANENT VEGETATION.
- 7) PERMANENT CUT SLOPES SHALL BE STABILIZED WITH PERMANENT LANDSCAPING AND MULCH PER THE LANDSCAPING PLAN AS SOON AS PRACTICABLE AFTER FINAL GRADE IS ESTABLISHED



No.	DESCRIPTION	BY	DATE

SCALE (HORIZ): 1"= 40'
SCALE (VERT): NA
DRAWN BY: SPM
CHECKED BY: RHD
DATE: 04.18.2024
PROJECT No: 2487

infinity
CONSULTANTS

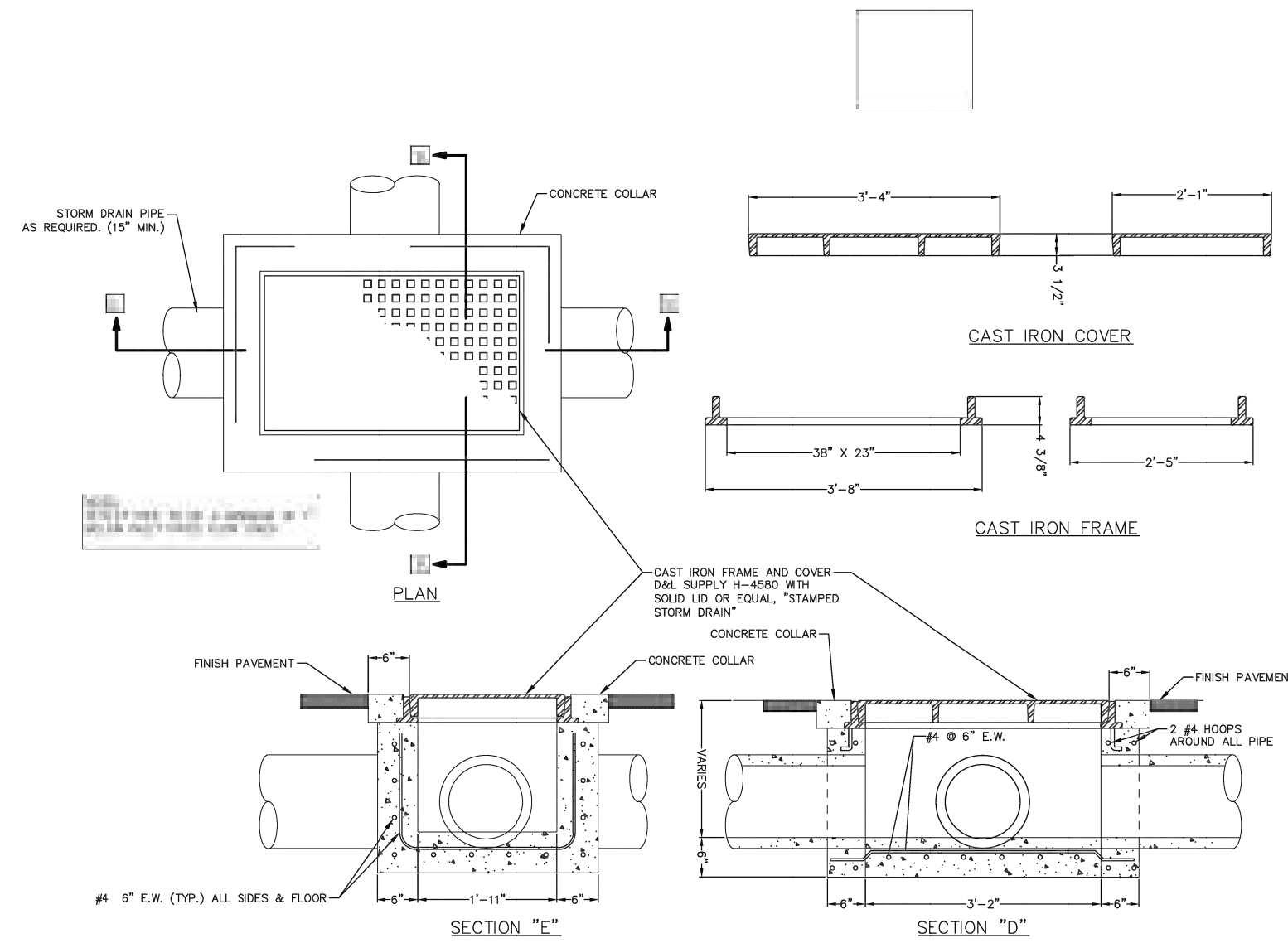
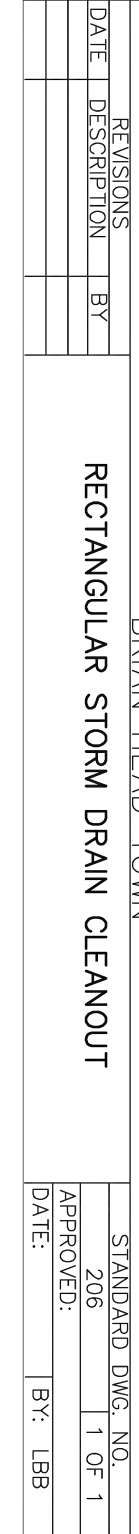
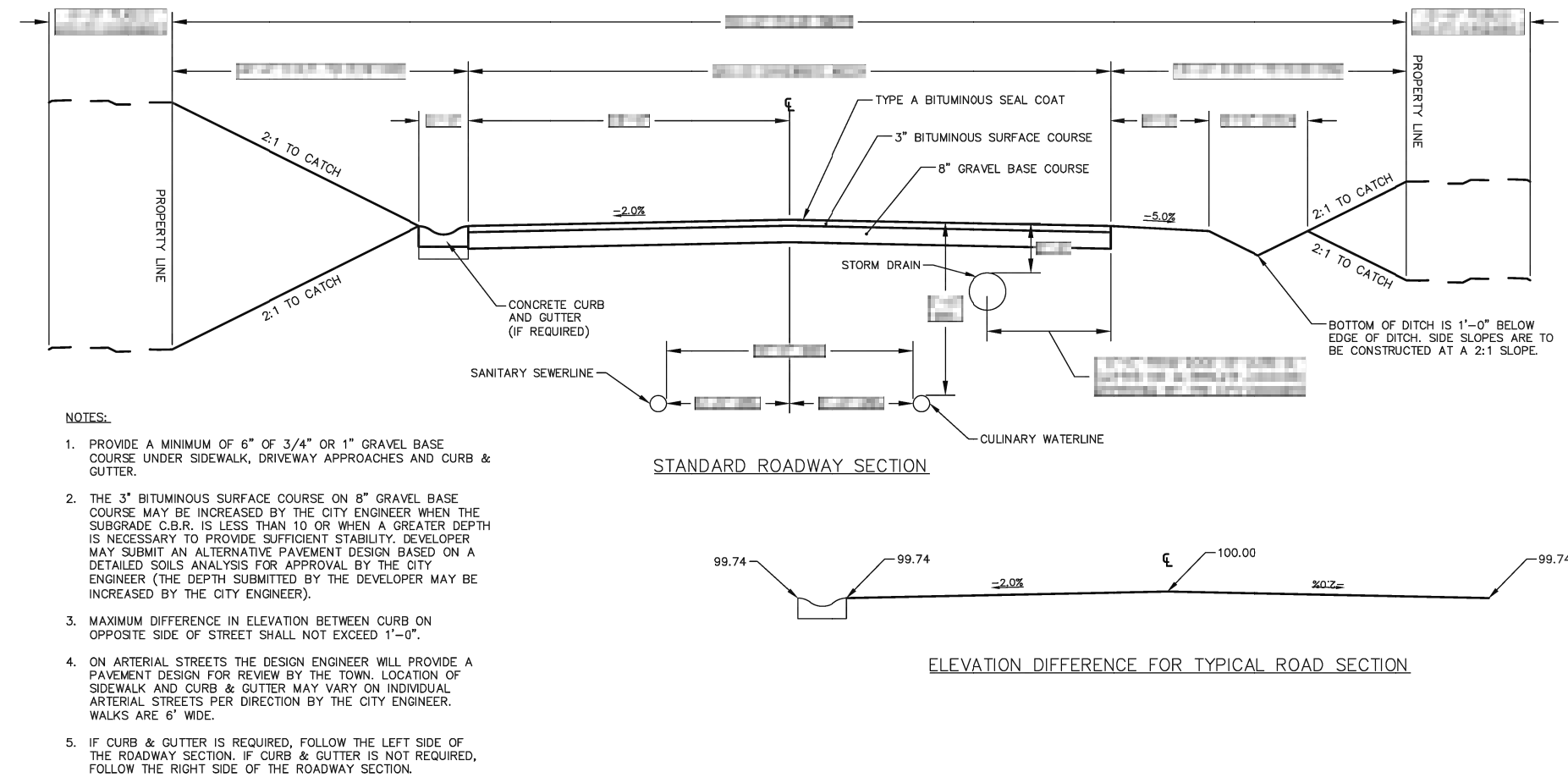
2975 Executive Parkway, Suite 300
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RIDGEVIEW TOWN HOMES

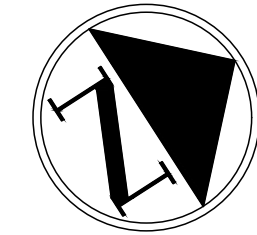
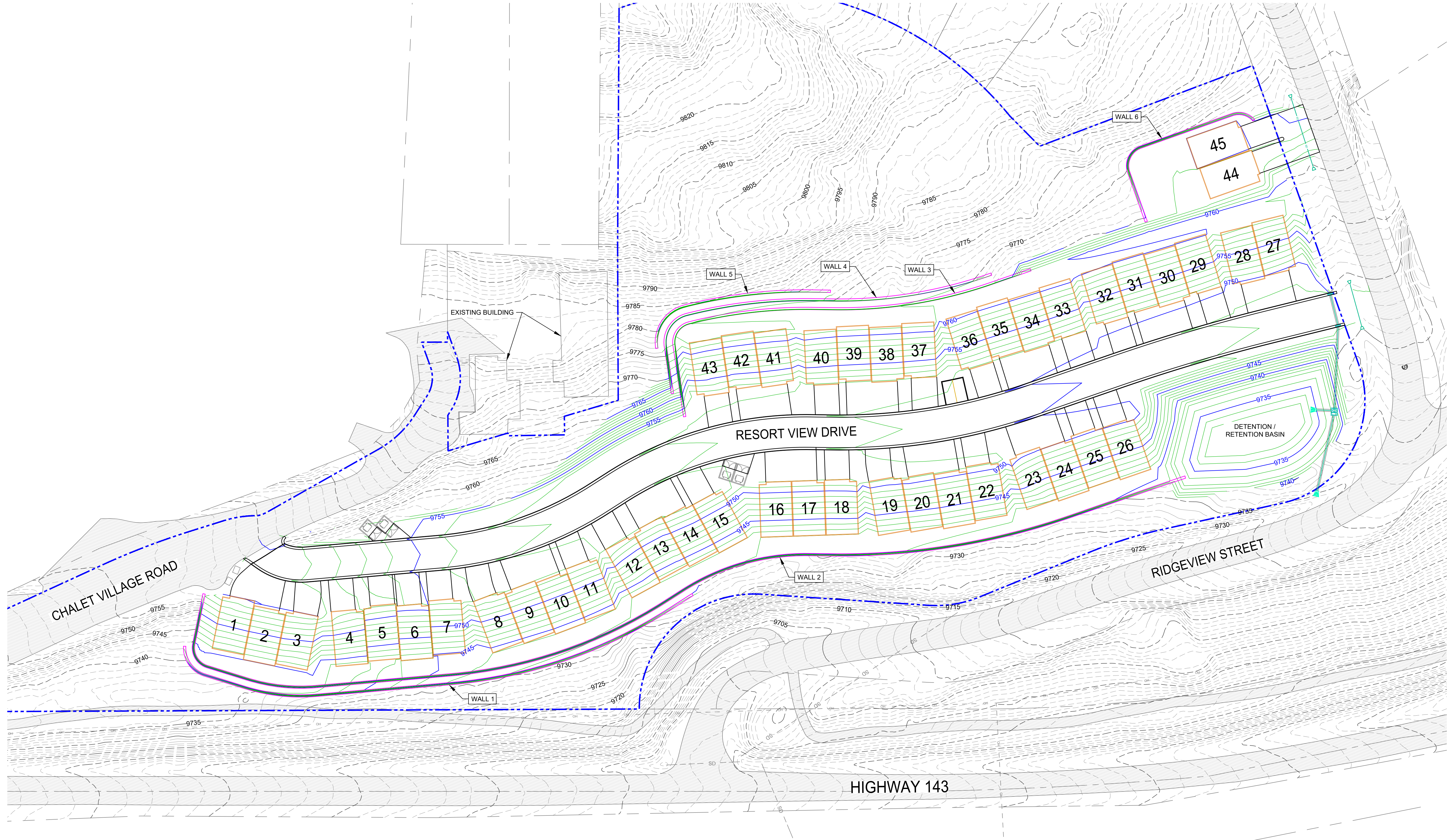
EROSION CONTROL PLAN

BRIAN HEAD TOWN, UTAH

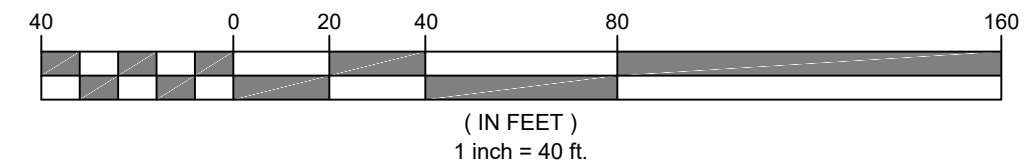
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[illegible]

P:\Shared Files\Projects\2487 - Brian Head 9 acres\00-Cadd\03-Final\2487 - Wall Overall Plan.dwg April 18, 2024 - 2:08pm



GRAPHIC SCALE



No.	DESCRIPTION	BY	DATE

SCALE (HORIZ): 1"= 40'
SCALE (VERT): NA
DRAWN BY: SPM
CHECKED BY: RHD
DATE: 04.18.2024
PROJECT No: 2487

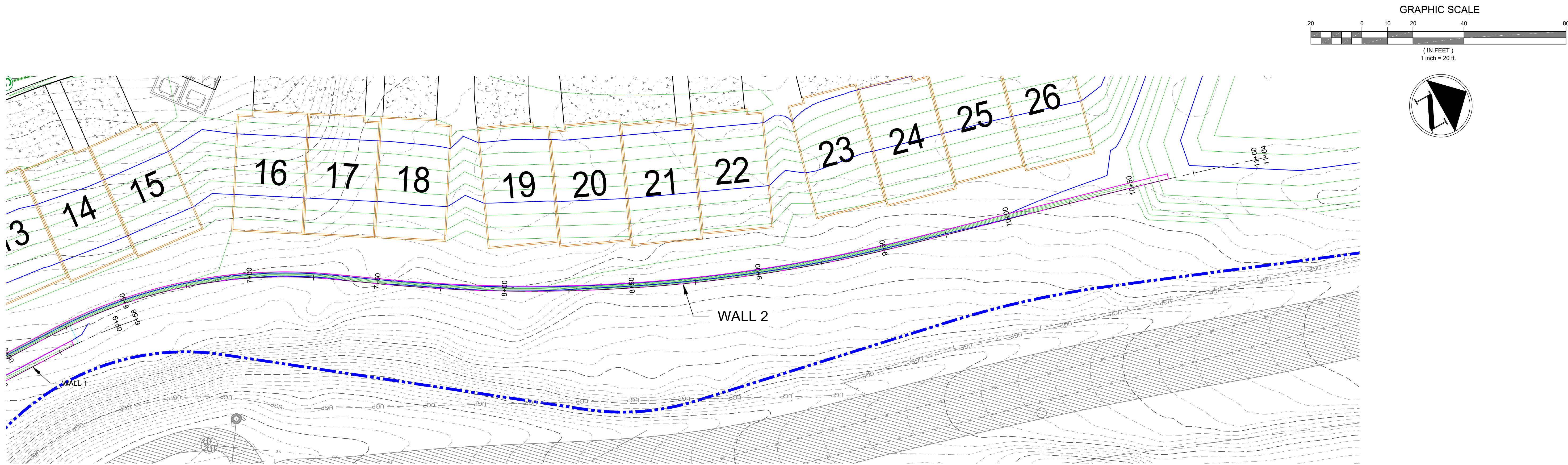
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CONSULTANTS

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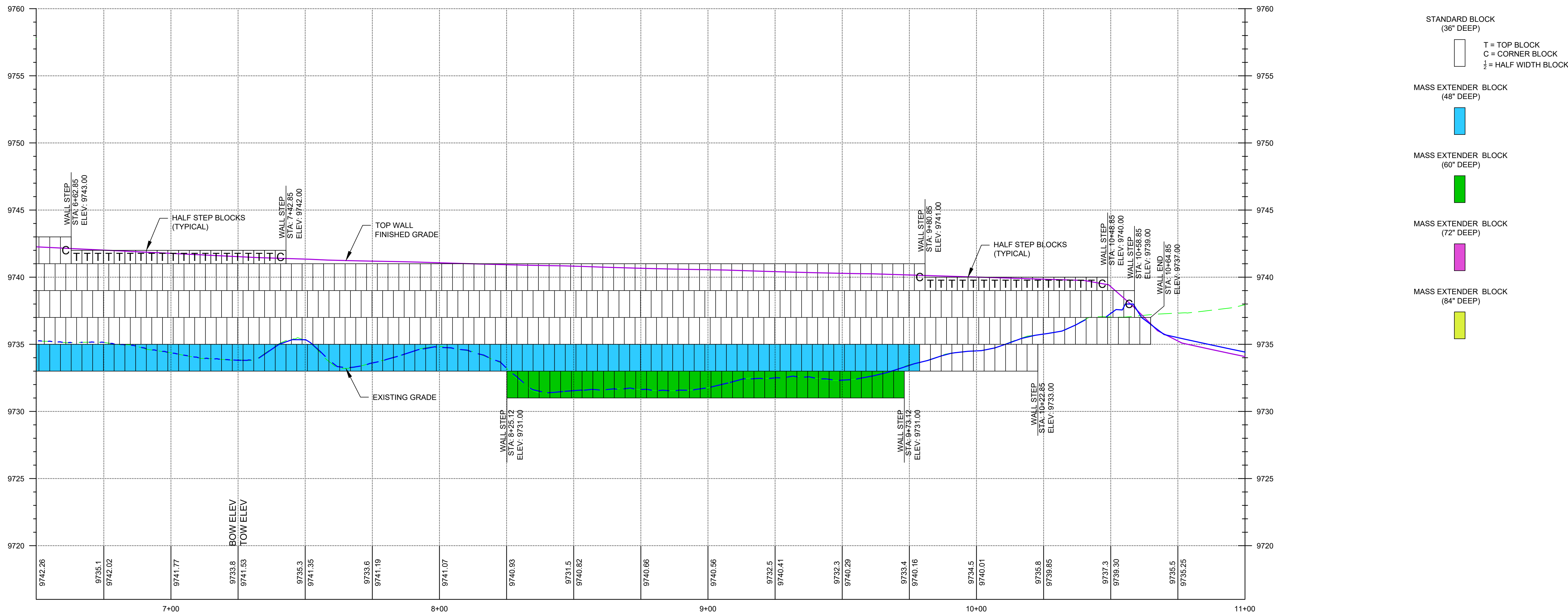
RIDGEVIEW TOWN HOMES
WALL OVERALL PLAN
BRIAN HEAD TOWN, UTAH

SHEET
W01

P:\Shared Files\Projects\2487 - Brian Head 9 acres\00-Cadd\03-Final\2487 - Wall Design.dwg April 18, 2024 - 2:09pm



WALL 2-B
STA 6+50 TO 11+00



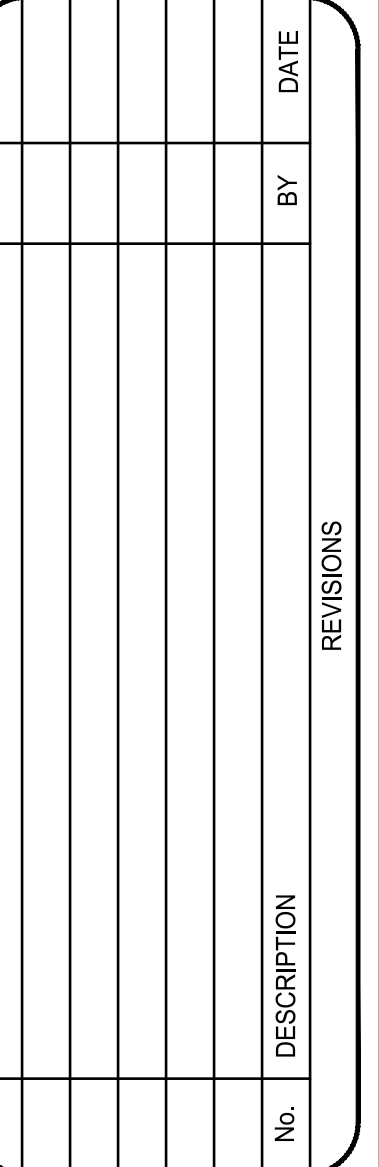
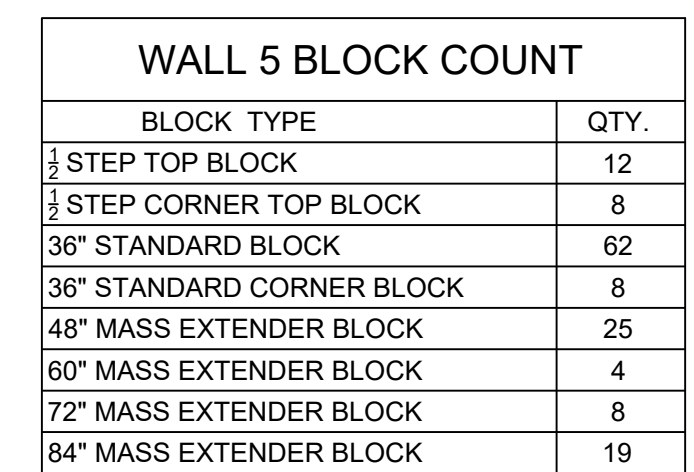
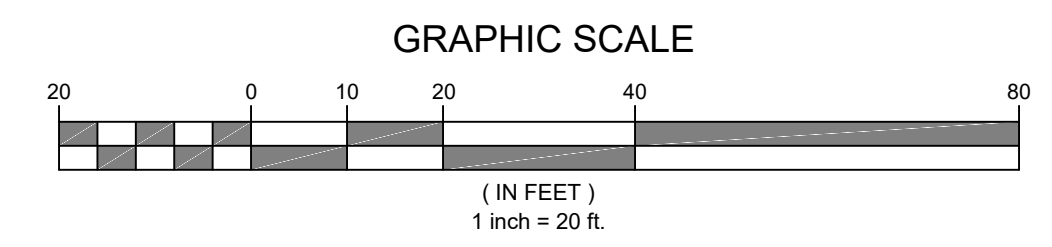
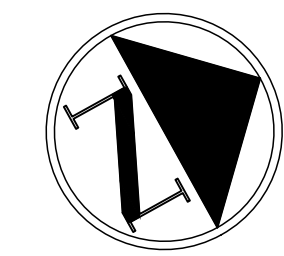
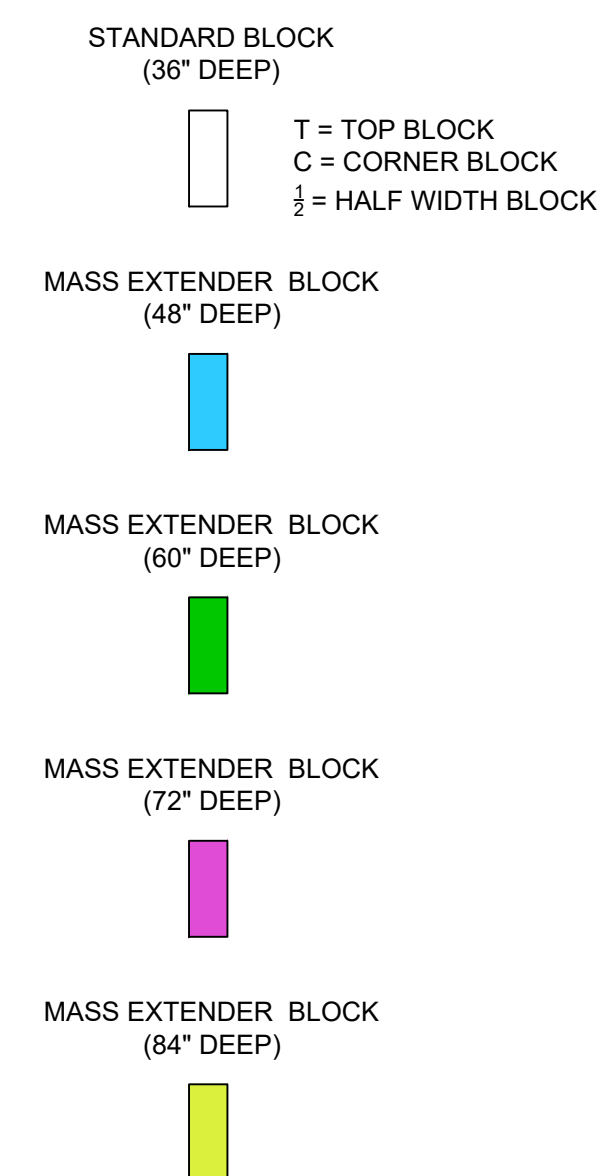
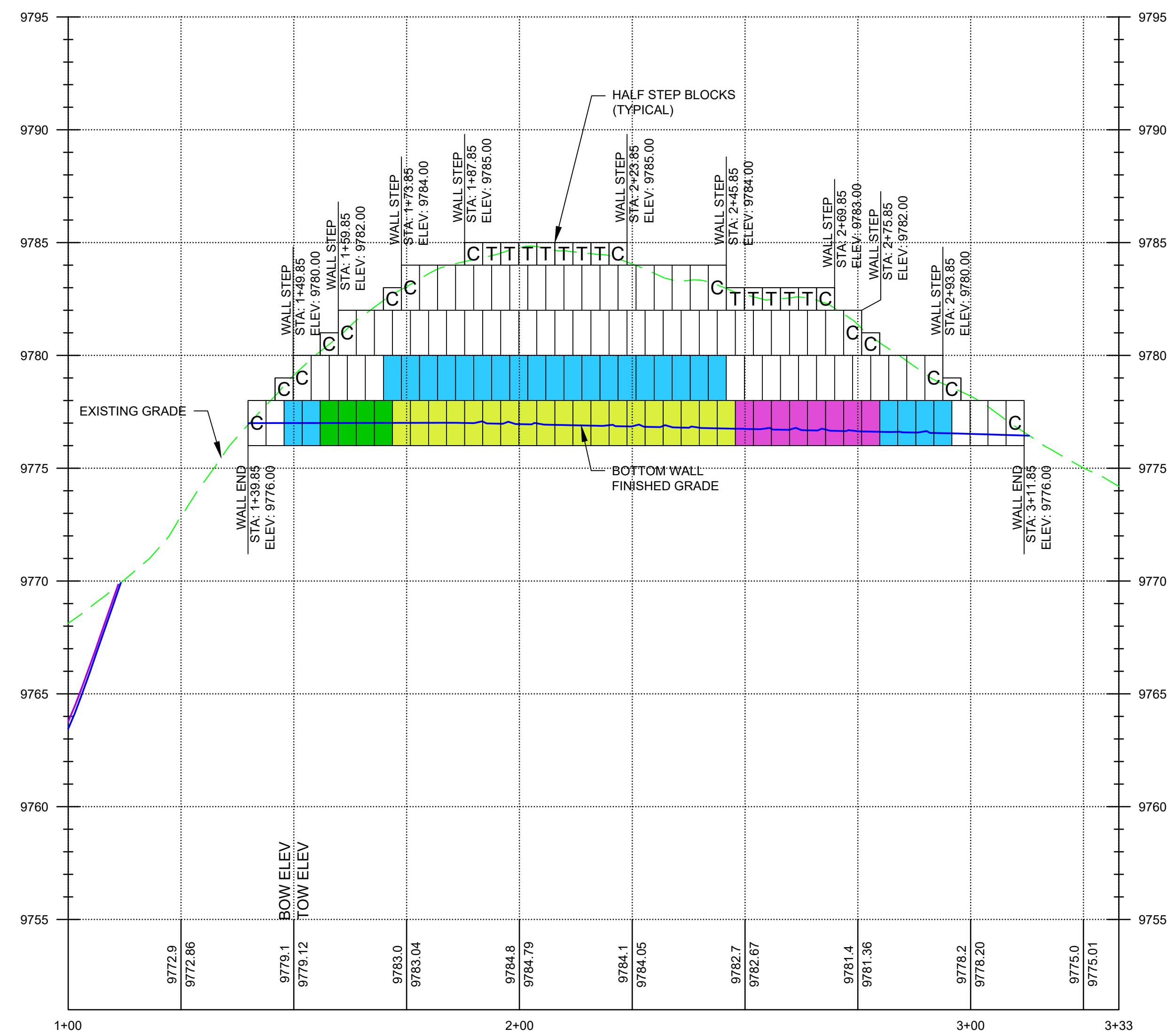
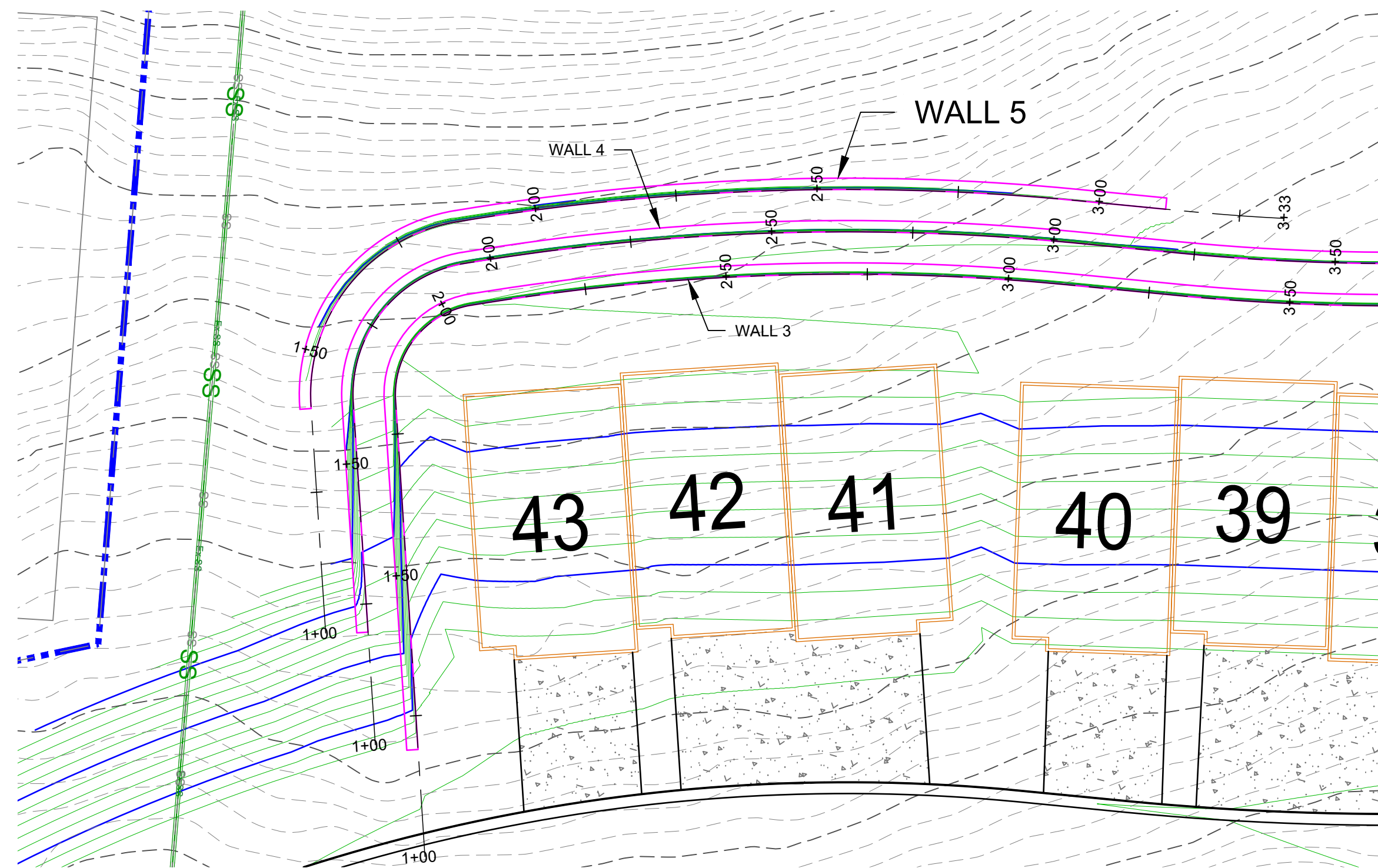
No.	DESCRIPTION	BY	DATE

SCALE (HORIZ): 1"=20'
SCALE (VERT): 1"=4'
DRAWN BY: SPM
CHECKED BY: RHD
DATE: 04.18.2024
PROJECT No: 2487



RIDGEVIEW TOWN HOMES
WALL 2
PLAN AND PROFILE
BRIAN HEAD TOWN, UTAH

SHEET
WP2B





No.	DESCRIPTION	BY	DATE

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DATE: 04.18.2024	PROJECT No: 2487

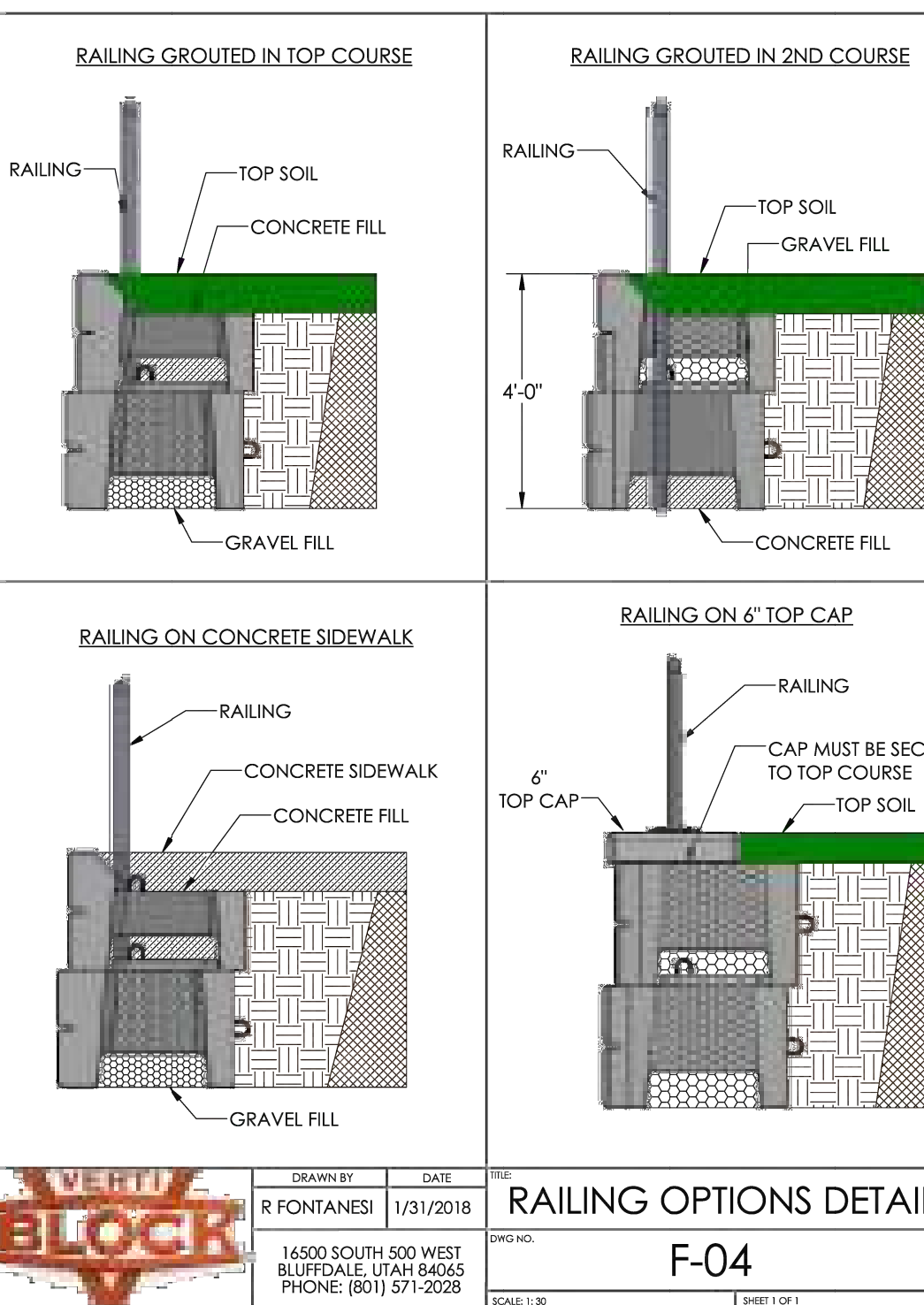
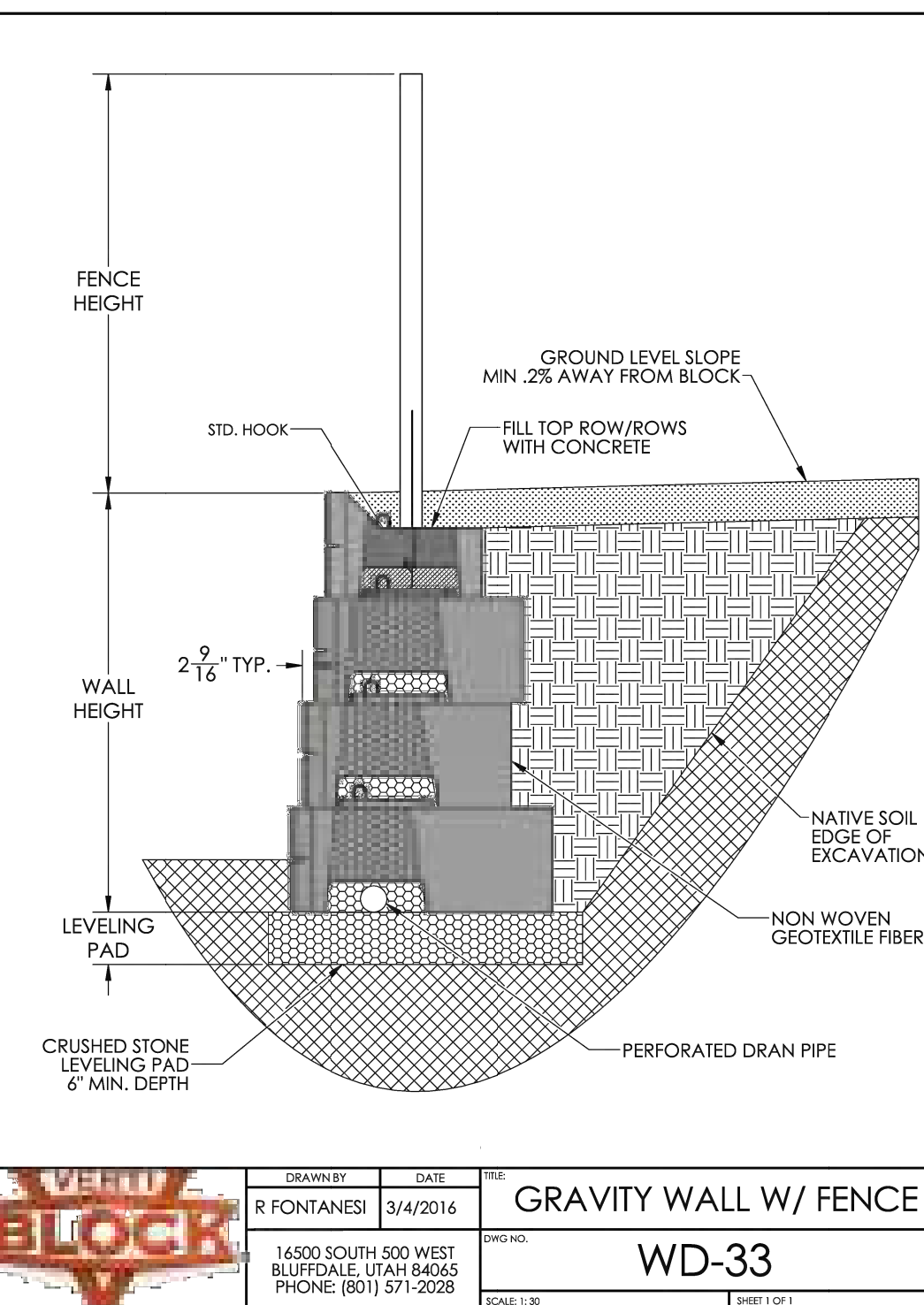
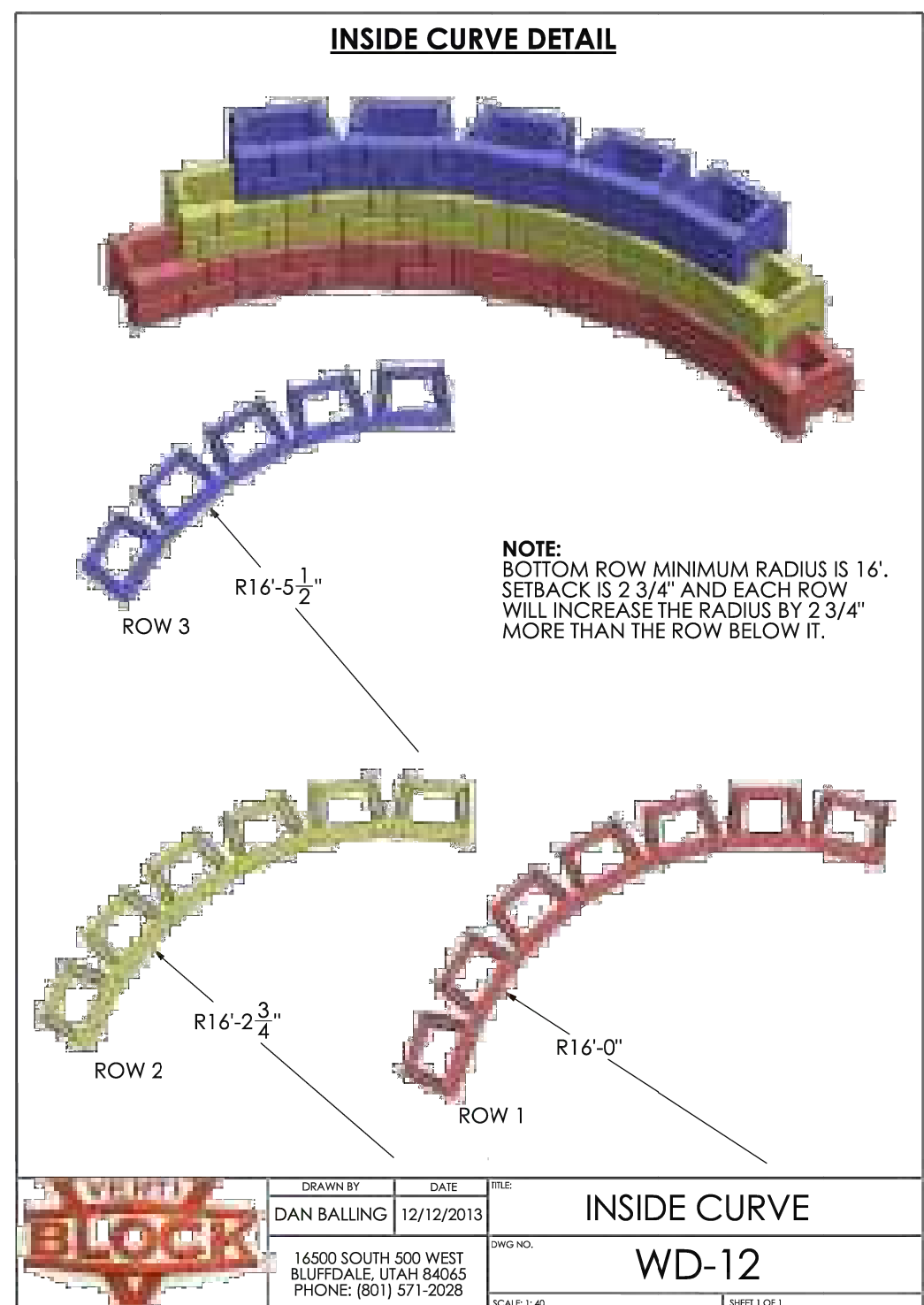
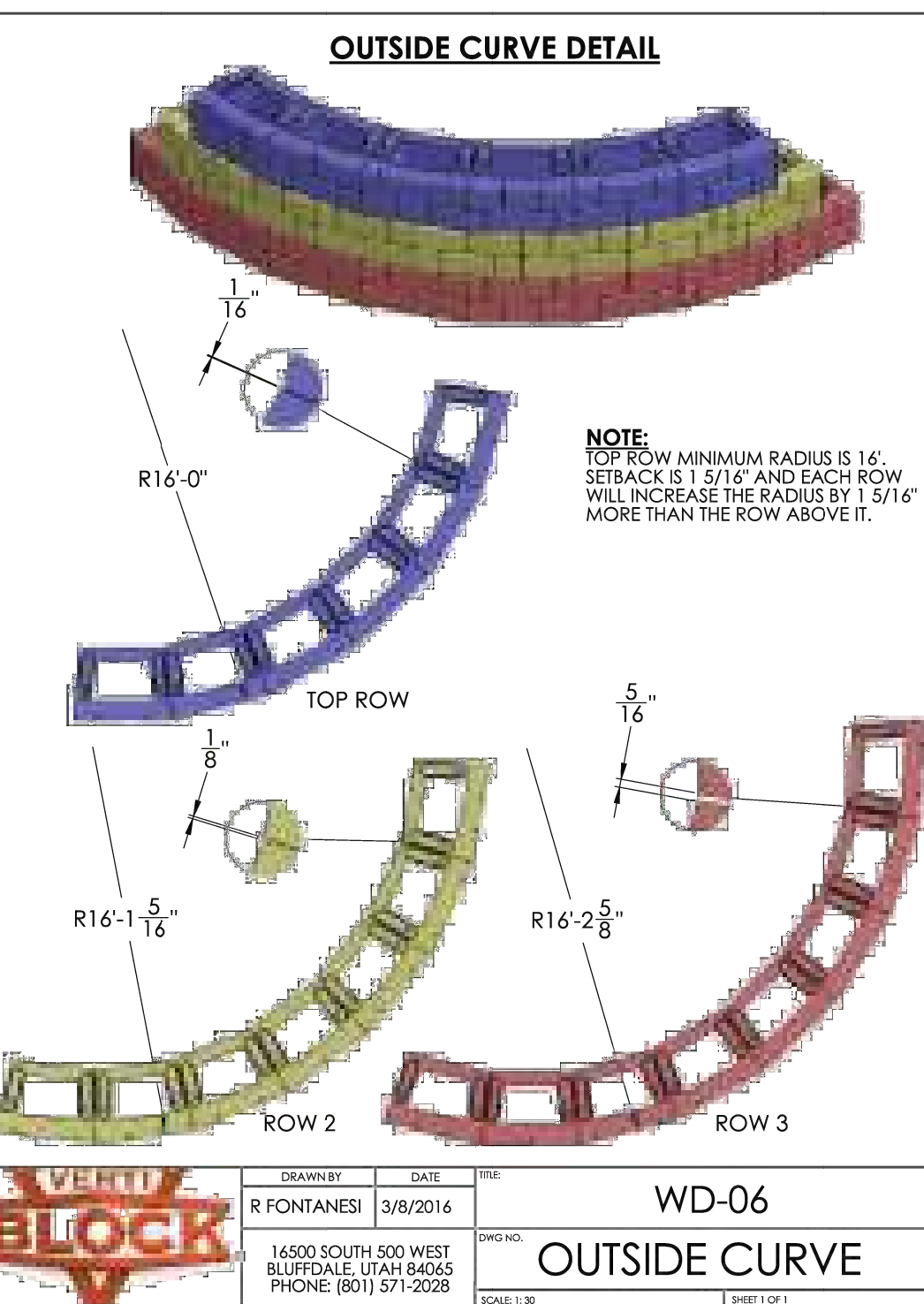
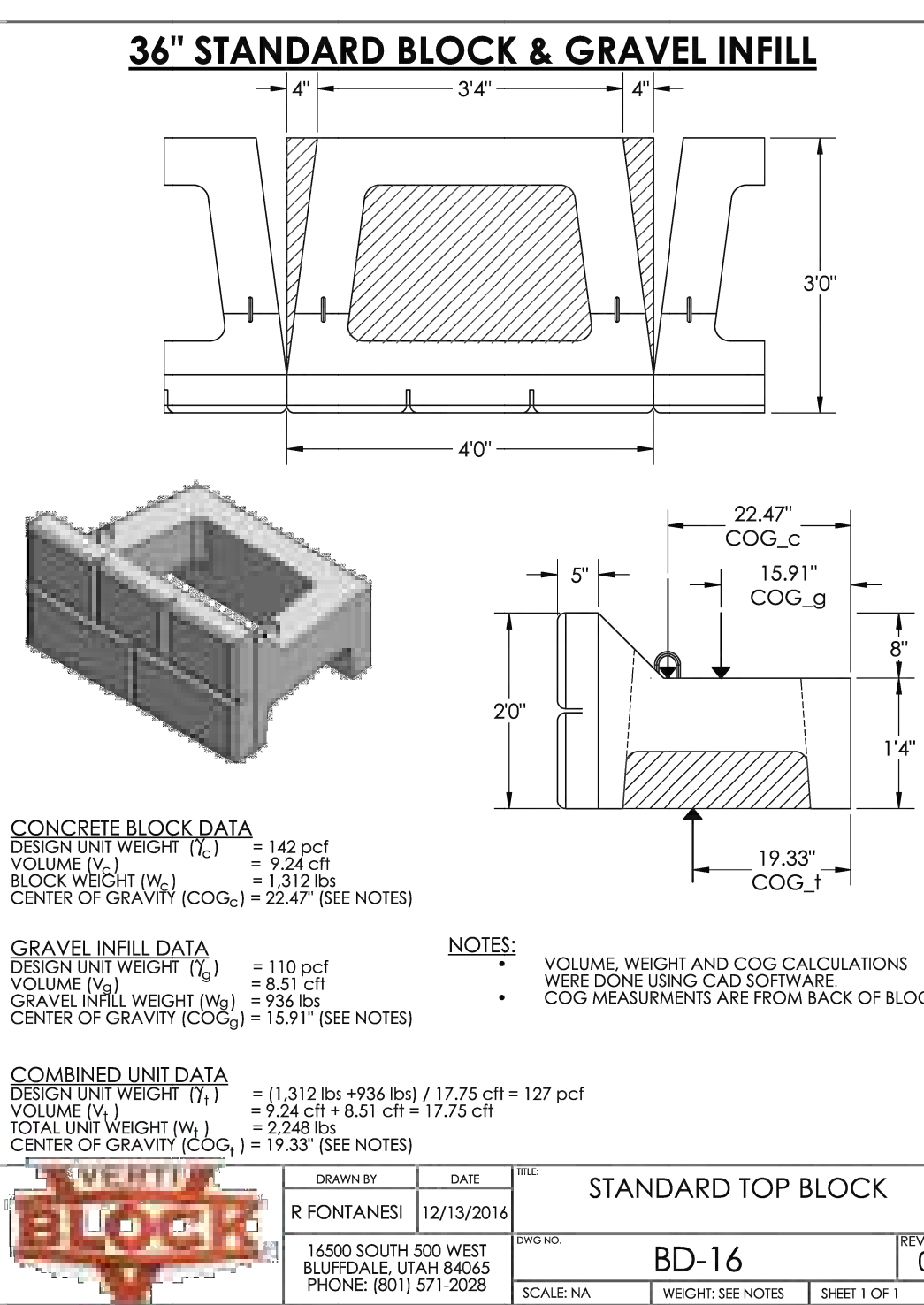
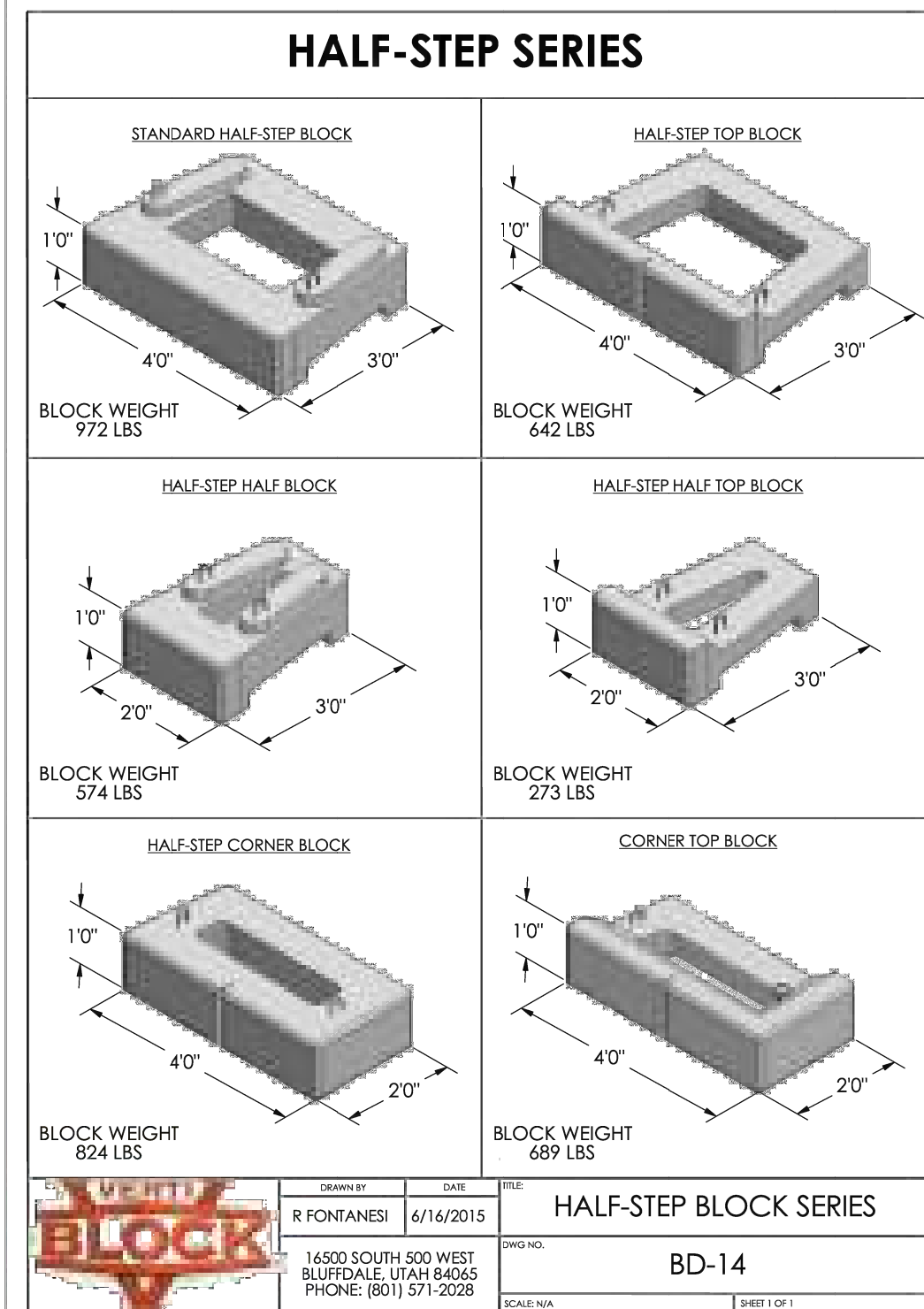
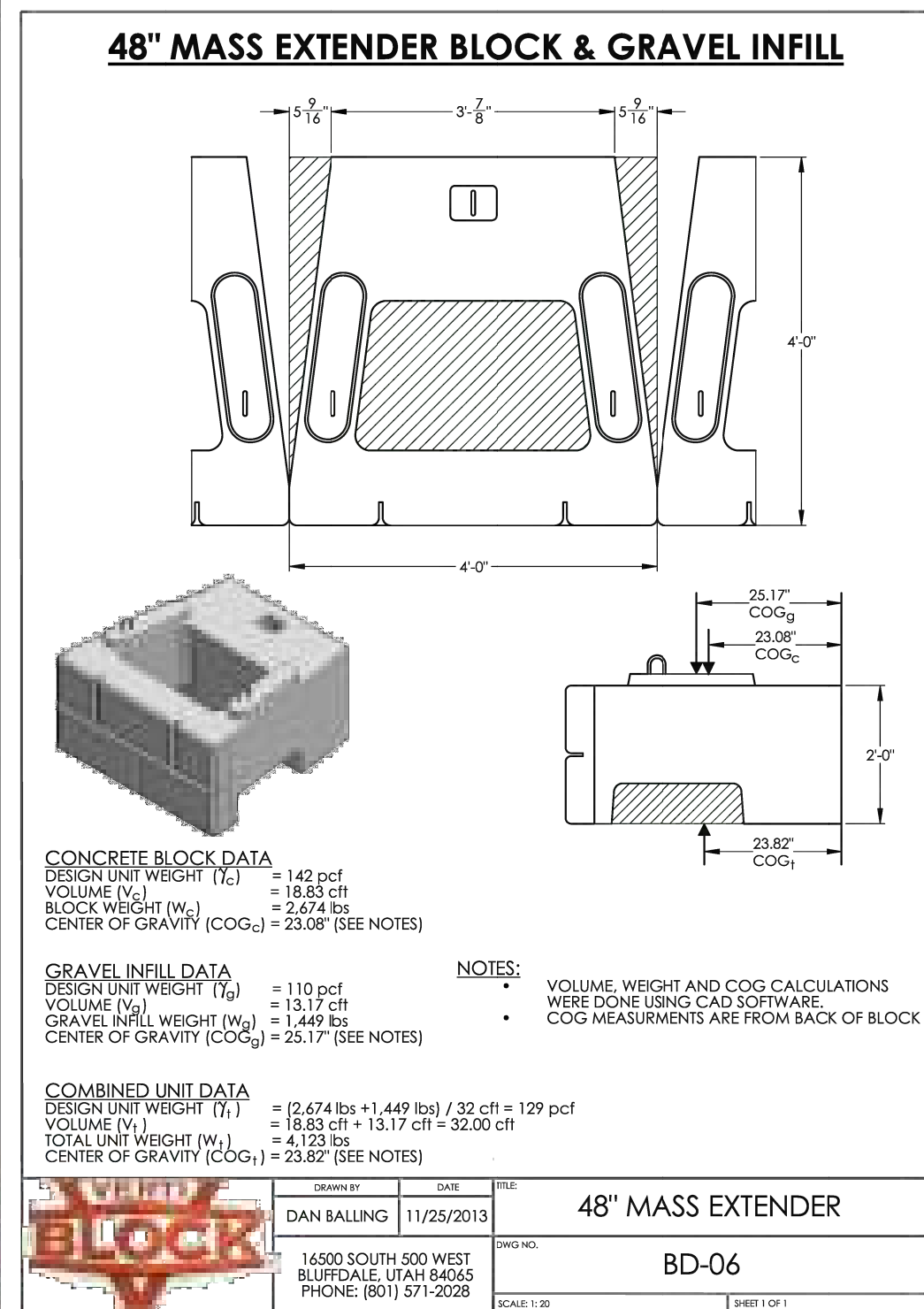
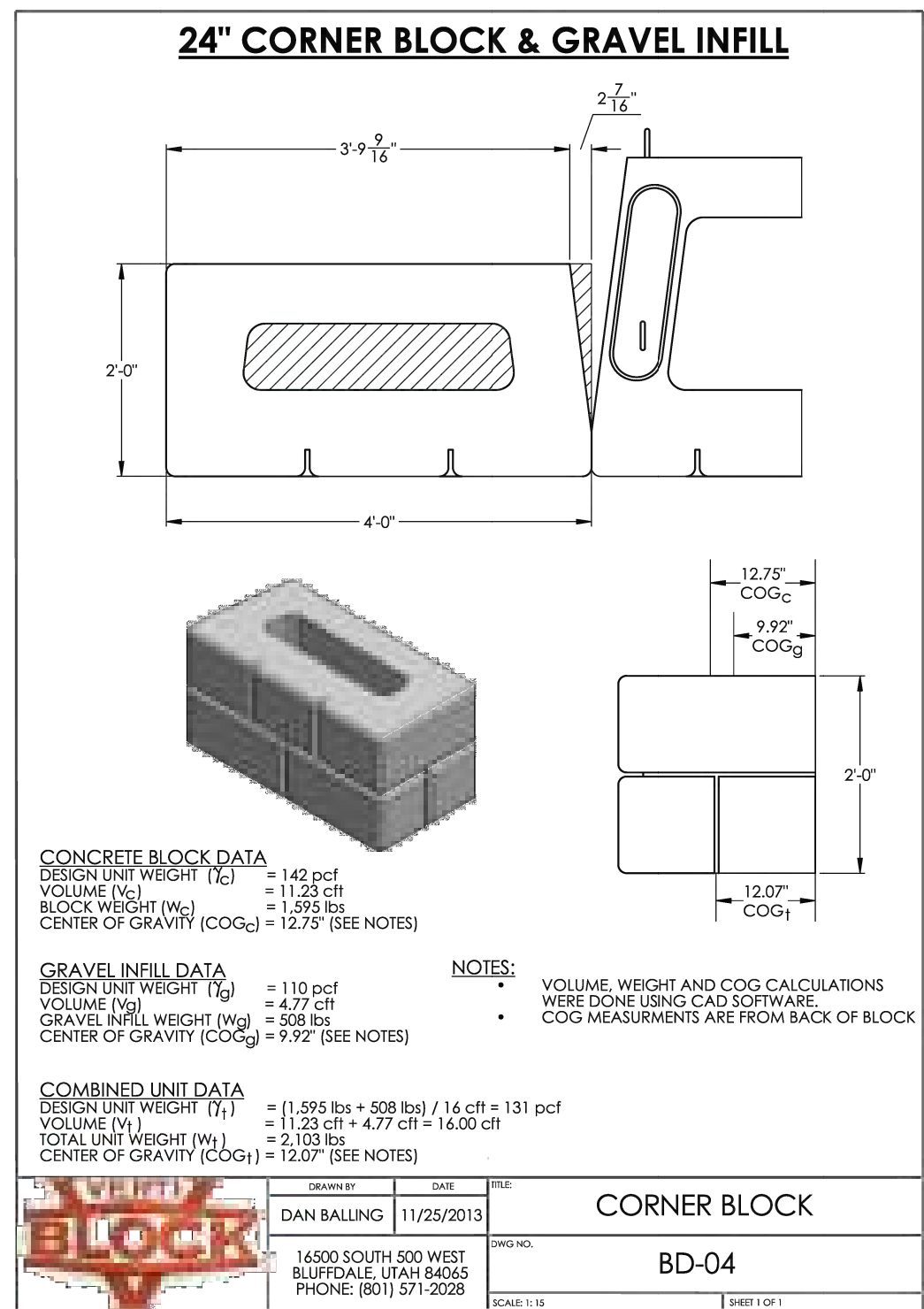
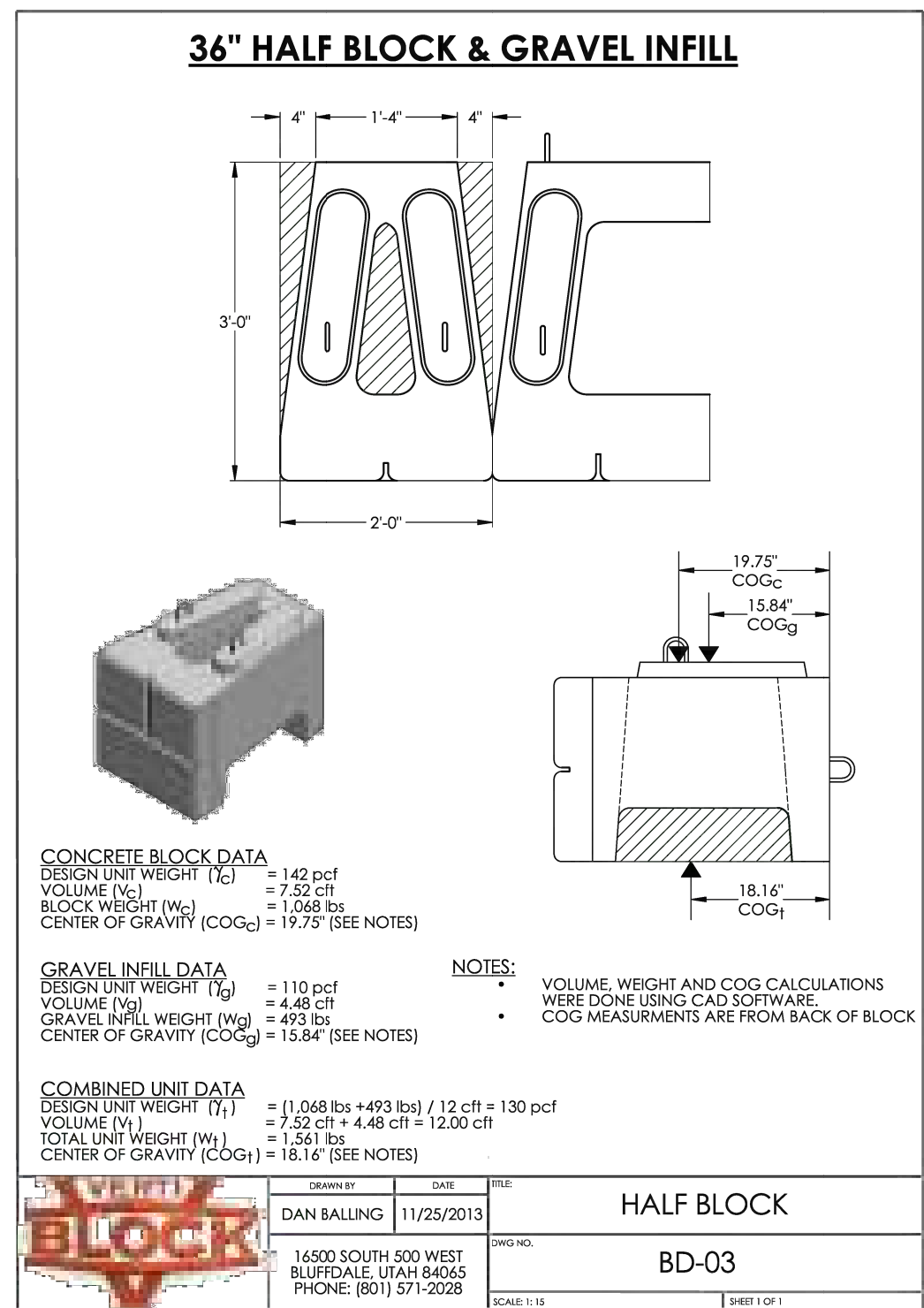
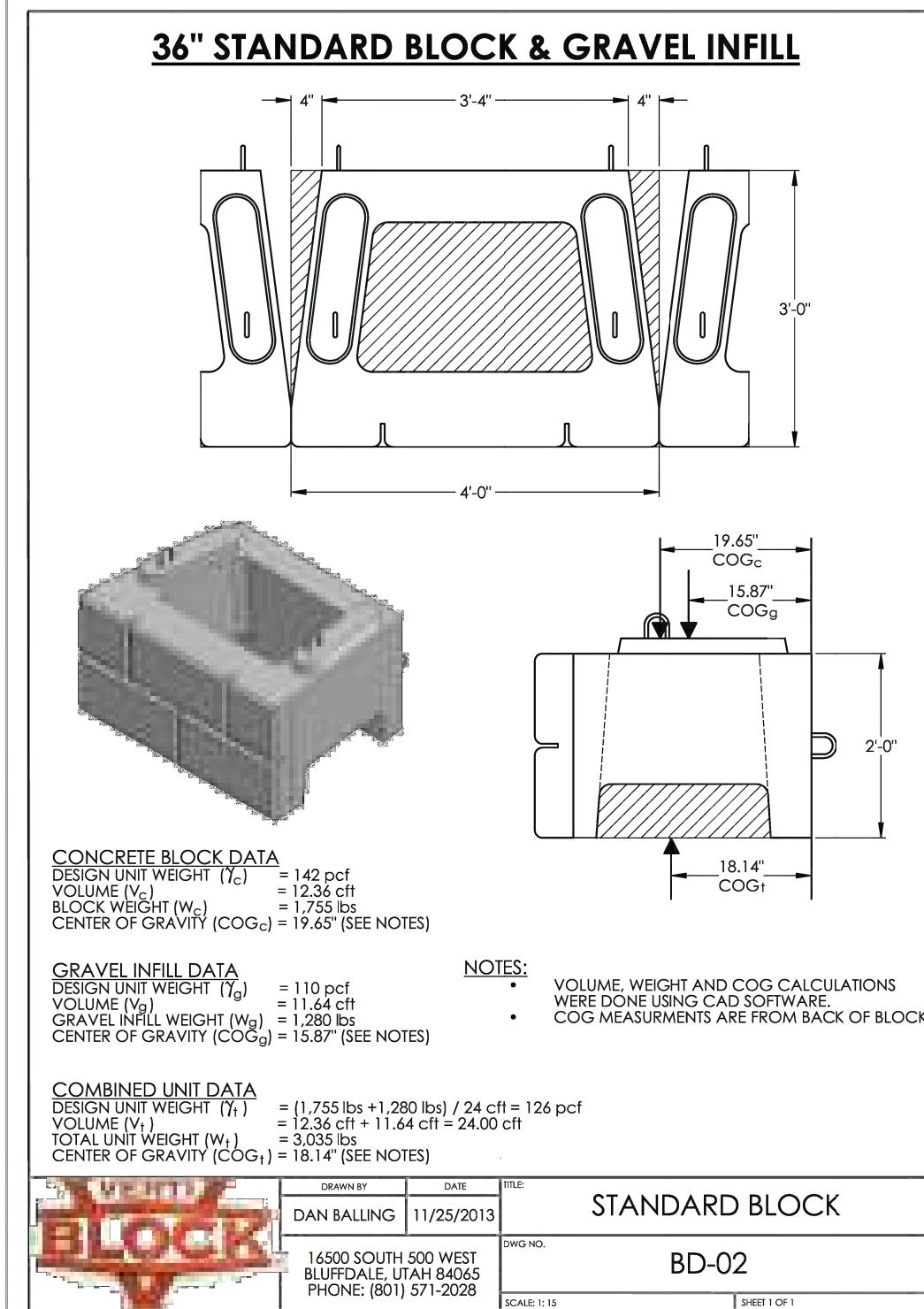


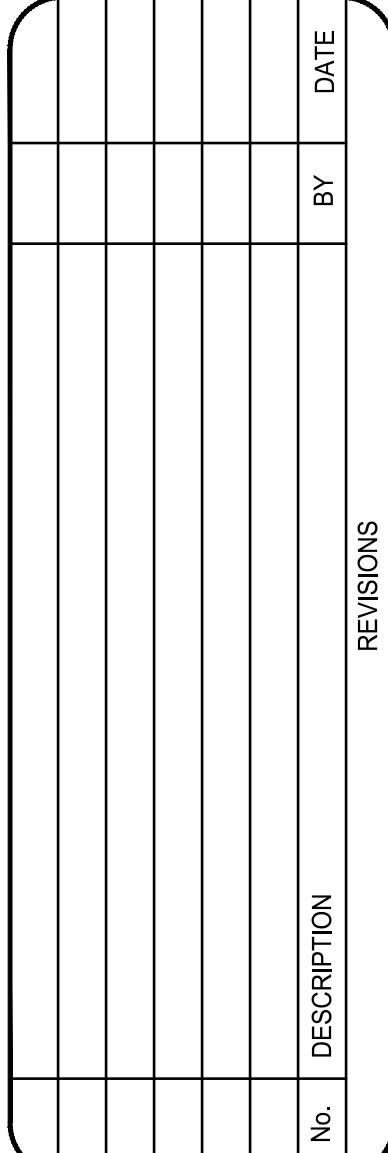
RIDGEVIEW TOWN HOMES

WALL DETAILS

BRIAN HEAD TOWN, UTAH

SHEET
WD1

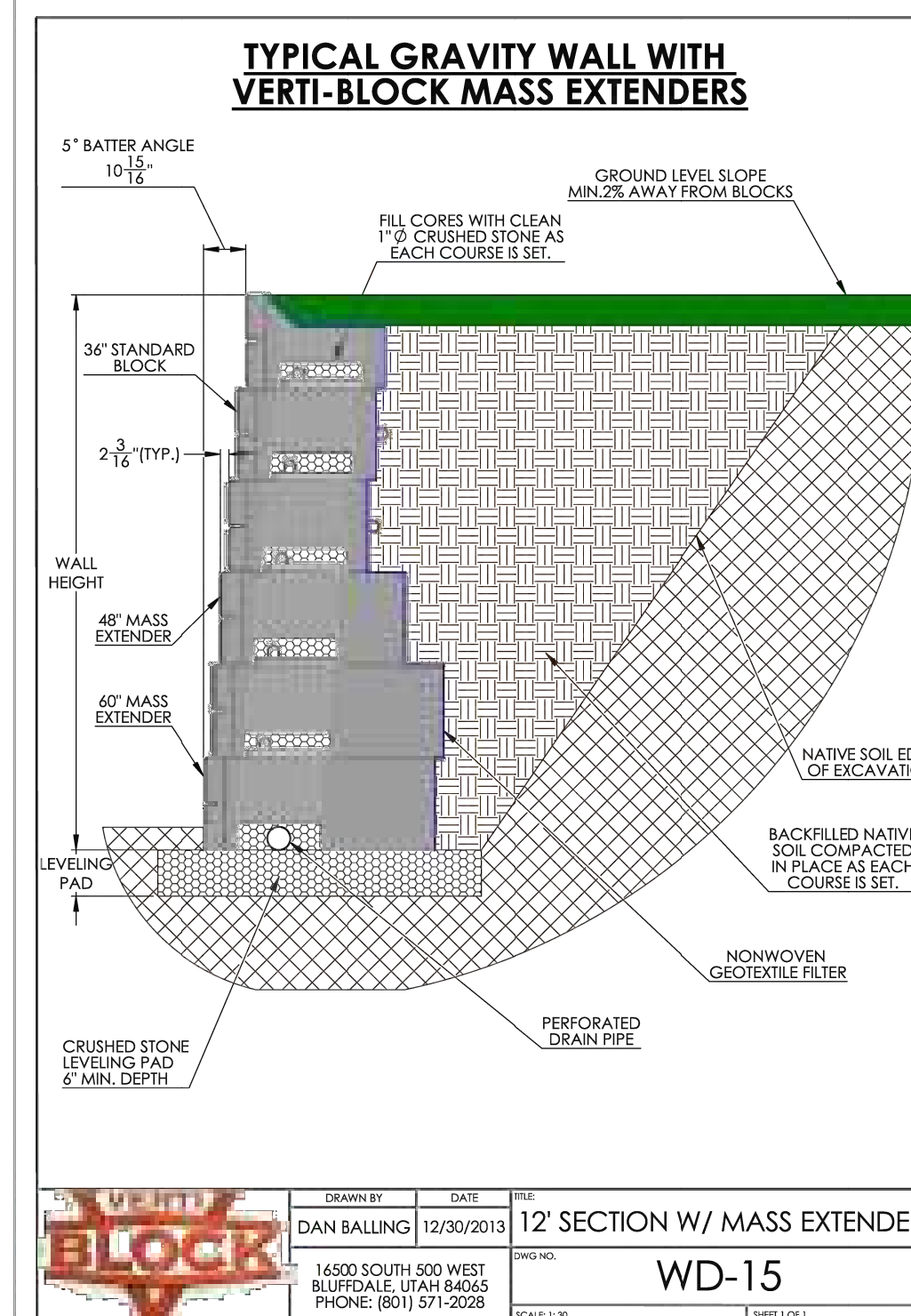




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CONSULTANTS

2975 Executive Parkway, Suite 300
Lehi, Utah 84043 • Tel: 801.541.3040

SHEET
WD2



BRIAN HEAD TOWN DEVELOPMENT WATER RIGHTS AGREEMENT

THIS BRIAN HEAD TOWN DEVELOPMENT WATER RIGHTS AGREEMENT (this "Agreement"), dated as of August __, 2023 (the "Effective Date"), is entered into by and between MLV BRIAN HEAD UT LLC, an Idaho limited liability company ("MLV"), and BRIAN HEAD TOWN, a municipal corporation of the state of Utah (the "Town").

RECITALS

- A. MLV owns 8.67 acres of land within the municipal boundaries of the Town, situated at approximately TBA, and more particularly described on Exhibit A attached hereto (the "Property").
- B. MLV desires to develop townhomes on the Property, which shall include 45 residential units (the "Project").
- C. Pursuant to applicable Town ordinances, rules and regulations, a developer must, prior to final approval or recordation of the final plat of any subdivision or other development activity requiring water service from the Town, transfer and dedicate to the Town the unencumbered, clear title to, or otherwise provide for, a sufficient quantity of water rights and/or sources necessary to provide and deliver water to each lot, dwelling unit and/or other use within the new development (the "Exaction Requirement").
- D. Based upon detailed Project development plans provided by MLV to the Town, including drawings, plans and specification, and such other information as the Town has requested, and which the Town deems fully satisfactory for purposes of calculating the water demands of the Project, the Town has advised MLV that the Exaction Requirement for the Project is and shall be 13.5 acre-feet of water.
- E. The Town currently maintains a limited pool of water rights available for developers (the "Pool"). The Town is willing to make 4.134 acre-feet of water from the Pool available to the Project, on the terms and conditions set forth herein, and MLV desires to secure the use of such water for the Project.
- F. MLV is making arrangements to provide the remaining 9.366 acre-feet of the Exaction Requirement for the Project by acquiring 31.22 Water Fixture Units (the "Water Units"), from Brian Head Acquisition Partners, LLC, a Delaware limited liability company "BHAP").

- G. MLV desires by this Agreement to obtain confirmation from the Town that the 4.134 acre-feet of water from the Pool, plus the 31.22 Water Units (9.366 acre-feet equivalent) to be acquired from BHAP, shall fully satisfy the Town's Exaction Requirement for MLV's Project.

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. Exaction Requirement. The Town hereby confirms that the Exaction Requirement for the Project, to satisfy the needs of both indoor and outdoor water use, is 13.5 acre-feet of water.

SECTION 2. Pool Water. The Town agrees to make 4.134 acre-feet of water available to MLV for the Project, from the Town's water Pool. MLV agrees to and shall pay the Town \$3,500.00 per acre-foot, for a total of FOURTEEN THOUSAND FOUR HUNDRED SIXTY-NINE and no/100 Dollars (\$14,469). Payment shall be due in a form satisfactory to Town, concurrent with the approval by the Town of building permits for the Project.

SECTION 3. Dedication of Water Units. MLV has entered into a contract with BHAP to purchase 31.22 Water Units. The Water Units were originally issued by the Town pursuant to that certain Water Development Agreement, dated March 1, 1993, by and between the Town and Brian Head Ski, Ltd., as subsequently amended by an Amendment to Water Development Agreement, dated June 1, 1993, and a Letter from the Town dated December 15, 1993 (collectively, the "1993 Agreement"). Pursuant to an Order of the District Court of the Third Judicial District in and for Salt Lake County, Utah, dated April 19, 2012, a receiver (the "Receiver") was appointed to dispose of the assets of Brian Head Ski, Ltd. The Receiver assigned the 1993 Agreement to BHAP, and conveyed to BHAP by deed certain assets, including without limitation 2,913 Water Units under the 1993 Agreement. Such assignment and conveyance were approved and consented to by the Town pursuant to that certain Consent to Assignments of Brian Head Town Agreements and Water Units, dated as of August 14, 2013. The 31.22 Water Units to be purchased by MLV shall be dedicated by MLV to the Project, and retired on the books and records of the Town.

The Town represents, warrants and agrees as follows:

- a. BHAP owns, on the books and records of the Town, 31.22 Water Units, which Water Units are valid and in good standing with the Town.
- b. The Town hereby consents to the sale and assignment by BHAP to MLV of the 31.22 Water Units.
- c. The Water Units to be purchased by MLV from BHAP may be dedicated to the Town for use in connection with the Project, and the Town hereby agrees to accept such Water Units in satisfaction of the Exaction Requirement.
- d. The 31.22 Water Units to be acquired by MLV and dedicated to the Town, together with the 4.134 acre-feet of Pool water to be paid for hereunder, cumulatively represent the full Exaction Requirement in the amount of 13.5 acre-feet.

SECTION 4. No Further Obligation. The Town agrees that, upon payment for the Pool water, and dedication of the 31.22 Water Units to the Town, MLV shall have no further obligations with respect to the water requirements for the Project, except for standard hookup fees, if any. No further payments with respect to source capacity or storage capacity shall be required of MLV.

SECTION 5. Compliance with all Federal, State, County, and Town Requirements. MLV acknowledges that it must comply with all applicable Federal, State, County, and Town legal requirements. The existence of this Agreement does not establish the Town's approval of the Project.

SECTION 6. Later-Acquired Property. If MLV acquires any additional property contiguous to the subject Property, the newly acquired property will not be part of this Agreement unless and until an amended Agreement is approved by the parties.

SECTION 7. Scope of Agreement. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with local, state, and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with local, state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with local, state, or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

SECTION 8. Severability. If any paragraph of this Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

SECTION 9. Construction of Agreement. This Agreement has been reviewed and revised by legal counsel for each of the parties and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

SECTION 10. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

SECTION 11. Attorney Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs (at trial, on appeal, or in any proceeding involving bankruptcy or insolvency) in addition to any other relief obtained.

SECTION 12. Applicable Law and Venue. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder, are

to be construed and enforced in accordance with the laws of the State of Utah. Venue for any action or proceeding arising out of this Agreement shall be in Iron County, Utah.

SECTION 13. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the MLV: Josh Peterson
Mountain Life Ventures
2184 Channing Way #463
Idaho Falls, ID 83404
Email: jpeterson@mlventures.com
Telephone: (208) 881-4910

To the Town: Brian Head Town Manager
Brian Head Town Hall
P.O. Box 190068
Brian Head, Utah 84719

SECTION 14. Execution of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution. This Agreement may be executed by email or facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by email or facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said email or facsimile copy.

SECTION 15. Relationship of Parties. This Agreement is not intended to create any partnership, joint venture or other arrangement between Town and MLV. This Agreement is not intended to create any third-party beneficiary rights for any person or entity not a party to this Agreement.

SECTION 16. Title and Authority. MLV expressly warrants and represents to Town that it is a company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. MLV further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. MLV warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of MLV. Developer understands that Town is relying on such representations and warranties in executing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MLV BRIAN HEAD UT LLC,
an Idaho limited liability company

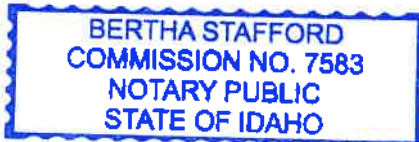
[Signature]
Signature - authorized representative

8/18/23
DATE

JOSH PETERSON
PRINTED NAME - authorized representative

STATE OF Idaho BS)
COUNTY OF Bonneville)ss.

The foregoing was duly acknowledged before me this 18th day of August, 2023 by Josh Peterson, who personally appeared before me and signed and executed the foregoing document.



(Notary Seal)

Bertha Stafford
Notary Public

Residing at Idaho Falls
Expires 1/27/2029

BRIAN HEAD TOWN, a Utah
municipal corporation


By: Bret Howser
Its Town Manager



Attest and Countersign:


Town Clerk

STATE OF UTAH)
)ss.
COUNTY OF Iron)

The foregoing was duly acknowledged before me this 4th day of August,
2023, by BRET HOWSER, who personally appeared before me
and signed and executed the foregoing document.



(Notary Seal)

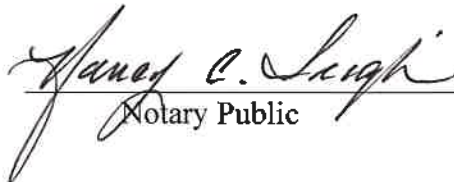

Notary Public

EXHIBIT A

Property Legal Description

Parcel 7: (A-1150-0005-0005)

A part of the Southwest Quarter of Section 2, Township 36 South, Range 9 West of Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point being located North 00°32' 29" East 1903.65 feet along the Section line and East 1091.37 feet from the Southwest corner of said Section; running thence North 55°51'12" West 202.62 feet; thence along the arc of a 301.70 foot radius curve to the right 370.26 feet (having a chord which bears North 49°12'58" East 347.46 feet); thence North 79°09'28" East 36.26 feet; thence North 13°02'36" East 195.16 feet; thence South 75°44'54" East 272.18 feet; thence along the arc of a 90.51 foot radius curve to the Right 153.48 feet (having a chord which bears South 27°10'06" East 135.74 feet); thence South 21°24'47" West 103.91 feet; thence along the arc of a 384.41 foot radius curve to the Left 65.47 feet (having a chord which bears South 16°32'02" West 65.39 feet); thence South 11°39'14" West 103.37 feet; thence along the arc of a 97.31 foot radius curve to the Right 44.04 feet (having a chord which bears South 24°37'11" West 43.67 feet); thence South 37°34'58" West 143.49 feet; thence along a 98.25 foot radius curve to the Left 161.23 feet (having a chord which bears South 09°25'48" East 143.74 feet); thence South 33°33'44" West 17.00 feet; thence North 56°26'16" West 398.25 feet to the point of beginning.

Parcel 8: (A-1150-0003-0001-02)

Beginning at the most Southerly corner of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II, Brian Head, Iron County, Utah; thence North 16°55'30" East 53.72 feet along the Easterly line of said Phase II; thence South 57°27' East 2.37 feet; thence North 32°33' East 48.40 feet; thence North 57°27' West 15.91 feet; thence North 16°55'30" East 48.16 feet to the most Easterly corner of said Phase II; thence South 56°44'46" East 264.76 feet; thence South 33°15'14" West 543.44 feet along the Northwesterly right of way line of Highway U-143; thence along the arc of a curve to the right, radius point for which bears North 56°43'23" West 2780.23 feet, a distance of 167.52 feet; thence North 8°47'30" East 288.24 feet; thence along the arc of a curve to the right, having a radius of 643.87 feet, a distance of 81.41 feet; thence North 16°02'10" East 30.55 feet; thence along the arc of a curve to the right, having a radius of 94.08 feet, a distance of 29.56 feet to P.R.C.; thence along the arc of a curve to the left, having a radius of 24.68 feet, a distance of 12.93 feet; thence North 4°01'39" East 110.26 feet; thence along the arc of a curve to the left, having a radius of 88.70 feet, a distance of 43.17 feet; thence North 23°51'23" West 19.53 feet; thence along the arc of a curve to the left, having a radius of 28.53 feet, a distance of 26.15 feet; thence North 76°22'48" West 22.18 feet; thence North 33°15'14" East 22.29 feet to the most Easterly corner of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE I; thence North 56°44'46" West 8.94 feet; thence along the Southerly line of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II, as follows; thence South 76°22'48" East 23.11 feet; thence along the arc of a curve to the right, having a radius of 52.53 feet, a distance of 48.15 feet; thence South 23°51'23" East 4.41 feet; thence South 56°44'46" East 30.55 feet to the point of beginning, being located in Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian.

Parcel 8-A:

Subject to and Together with a 24 foot wide Utility and Roadway Easement over the Southwesterly 24 feet of the above described parcel, the centerline of which is described as follows:

Beginning at a point which is North 1114.12 feet and East 1055.47 feet from the Southwest corner of Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian; (said point being on the

Westerly right of way line of U-143) and running thence North 08°47'30" East 265.35 feet; thence along the arc of a curve to the right having a radius of 631.87 feet, a distance of 79.89 feet; thence North 16°02'10" East 30.55 feet; thence along the arc of a curve to the right having a radius of 82.08 feet, a distance of 25.79 feet; to a point of a reverse curvature; thence along the arc of a curve to the left having a radius of 36.68 feet, a distance of 19.21 feet; thence North 04°01'39" East 110.26 feet; thence along the arc of a curve to the left having a radius of 100.70 feet, a distance of 49.01 feet; thence North 23°51'23" West 19.53 feet; thence along the arc of a curve to the left having a radius of 40.53 feet, a distance of 37.15 feet; thence North 76°22'48" West 25.19 feet, thence North 56°44'46" West 26.13 feet to the end of said Utility and Roadway Easement.

Westerly right of way line of U-143) and running thence North 08°47'30" East 265.35 feet; thence along the arc of a curve to the right having a radius of 631.87 feet, a distance of 79.89 feet; thence North 16°02'10" East 30.55 feet; thence along the arc of a curve to the right having a radius of 82.08 feet, a distance of 25.79 feet; to a point of a reverse curvature; thence along the arc of a curve to the left having a radius of 36.68 feet, a distance of 19.21 feet; thence North 04°01'39" East 110.26 feet; thence along the arc of a curve to the left having a radius of 100.70 feet, a distance of 49.01 feet; thence North 23°51'23" West 19.53 feet; thence along the arc of a curve to the left having a radius of 40.53 feet, a distance of 37.15 feet; thence North 76°22'48" West 25.19 feet, thence North 56°44'46" West 26.13 feet to the end of said Utility and Roadway Easement.









ITEM:

2024 SEWER REVENUE BONDS PUBLIC HEARING & AUTHORIZING BOND RESOLUTION

AUTHOR: Shane Williamson
DEPARTMENT: Administration
DATE: April 23, 2024
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will hold a Public Hearing to receive public comment concerning the issuance of Sewer Revenue Bonds. Subsequently, the Council will consider a Resolution authorizing the maximum repayable amount of \$1,900,000 sewer revenue bonds to construct sewer system improvements; and related matters.

BACKGROUND:

Earlier this winter, the Public Works Director, Aldo Biasi, applied for and received funding from the Utah Division of Environmental Quality to help fund sewer projects found in the new capital facilities plan. With the approval of the funding, the Town must go through the statutory bonding process to receive the funds, which began with the council adopting the parameters resolution during the March 26, 2024 Council meeting.

ANALYSIS:

The adopted parameters resolution serves as the first technical step in issuing sewer revenue bonds which will be used to fund various sewer projects found the capital facilities plan, specifically in the Snow Shoe and Toboggan area. The parameters resolution sets the maximum terms of the bonds and begins the public review process.

Parameters set for the bonds:

- Maximum Principal: in the aggregate principal amount of not to exceed \$2,500,000 (This is typically set higher than the amount you intend to issue, just in case something comes up and you need to increase)
- Maximum Term: to mature in not more than thirty-five (35) years from their date or dates.
- Maximum Rate: rate or rates of not to exceed 5.50% per annum.
- Maximum Discount: 98% (Sometimes bonds are sold at less than their face value to make them more attractive to buyers or get a lower rate.)

Now, the council will hear public comment concerning the issuance of these bonds and consider adopting the authorizing bond resolution. The authorizing bond resolution states the intent of the Council to issue the bonds for sewer system improvements and related matters with a maximum repayable amount of \$1,900,000.

FINANCIAL IMPLICATIONS:

Issuing the bonds will require the town to repay \$1,900,000. Currently, the Town has no direct outstanding debt secured by a pledge of water revenues. However, we do contribute to the

repayment of the Parowan Sewer Lagoons Bond, expiring in 2026, which is paid in the sewer operation budget and covered by sewer utility revenue.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends that the Council approve the attached authorizing bond resolution.

PROPOSED MOTION:

I move to adopt Resolution number 24-541 authorizing the maximum repayable amount of \$1,900,000 sewer revenue bonds, to construct sewer system improvements; and related matters.

ATTACHMENTS:

A – Authorizing Bond Resolution

**TOWN OF BRIAN HEAD, UTAH
SEWER REVENUE BONDS, SERIES 2024
FINAL BOND RESOLUTION**

April 23, 2024

A RESOLUTION AUTHORIZING SEWER REVENUE BONDS, SERIES 2024, IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$1,900,000; TO FINANCE, IN PART, SEWER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS; AND RELATED MATTERS.

WHEREAS, Town of Brian Head, Iron County, Utah (the “Issuer”), desires to construct sewer system improvements (the “System”), consisting of sewer system improvements, including wastewater lines and related improvements and facilities (the “Project”), including all equipment and necessary appurtenances thereof by issuing its Sewer Revenue Bonds, Series 2024 in the total maximum aggregate principal amount of \$1,900,000 (the “Series 2024 Bonds”) bearing interest at the rate or rates of 4.00% per annum on the unpaid principal balance; and

WHEREAS, the revenues to be derived by the Issuer from the operation of its sewer system (as defined herein) will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Series 2024 Bonds; and

WHEREAS, the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), provide that the Issuer may issue nonvoted revenue bonds as long as revenues generated from the revenue producing facilities of the Issuer are sufficient to pay for operation and maintenance of such facilities and debt service on all outstanding obligations secured by the revenues of such facilities; and

WHEREAS, the Issuer has been advised that its System will generate sufficient revenues to pay for the operation and maintenance of the System as well as debt service on all proposed and outstanding obligations secured by the revenues of the System, including the Series 2024 Bonds authorized herein and the Issuer’s Outstanding Obligations; and

WHEREAS, the State of Utah acting through its Department of Environmental Quality, Water Quality Board (the “Water Quality Board”) has offered to purchase the Issuer’s Series 2024 Bonds in the maximum principal amount of \$1,900,000 bearing interest at the rate or rates of 4.00% per annum on the unpaid principal balance; and

WHEREAS, the Issuer desires to accept the offer of the Water Quality Board and to confirm the sale of the Series 2024 Bonds to the Water Quality Board; and

NOW, THEREFORE, Be It Resolved by the Town Council of Town of Brian Head, Iron County, Utah, as follows:

ARTICLE I

DEFINITIONS

As used in this resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Act” means the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

“Annual Debt Service” means the annual payment of principal, premium or penalty, if any, and interest, if any, to be paid by the Issuer during any Sinking Fund Year on the Series 2024 Bonds and on all Outstanding Obligations or other forms of indebtedness issues on a parity with the Series 2024 Bonds and which are secured by the Revenues of the System.

“Bondholder” or “Registered Owner” means the registered holder of any Series 2024 Bond, the issuance of which is authorized herein.

“Bonds” means the Outstanding Obligations, the Series 2024 Bonds, and all Parity Bonds issued pursuant to Section 4.2 hereof.

“Depository Bank” means a “Qualified Depository” as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended, selected by the Issuer to receive deposits for the Sewer Revenue Account as herein described, the deposits of which Bank shall be insured by the Federal Deposit Insurance Corporation.

“Escrow Account” means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, and to be used for the purpose of depositing and accounting for said proceeds of the sale of the Series 2024 Bonds and accounting for said proceeds pursuant to the terms of the Escrow Agreement.

“Escrow Agent” means the Utah State Treasurer, Salt Lake City, Utah, who shall so act pursuant to the terms of the Escrow Agreement.

“Escrow Agreement” means the agreement entered into among the Issuer, the Water Quality Board, and the Escrow Agent on the date of delivery of the Series 2024 Bonds.

“Exchange Bonds” means the fully registered Series 2024 Bonds issued in substantially the form set forth in Exhibit “A-2”, in exchange for the State Bonds representing the Series 2024 Bonds or in exchange for other Exchange Bonds, in the denomination of \$1,000 or any integral multiple thereof.

“Fully Registered Bond” means any single Fully Registered Bond in the denomination(s) equal to the aggregate principal amount of the applicable Series 2024 Bonds authorized herein.

“Issuer” means the Town of Brian Head, Iron County, Utah, or its successors.

“Net Revenues” means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all expenses reasonably incurred in connection with the operation and maintenance of the System, including the cost of sewer or waste water treatment, whether incurred by the Issuer or paid to any other municipality or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying agents on the Bonds, payment of premiums for insurance on the System hereafter required and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance of the System, but only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

“Outstanding Obligations” the Issuer has no outstanding obligations secured by the Net Revenues of the System.

“Paying Agent” means the person or persons authorized by the Issuer to pay the principal of and on the Series 2024 Bonds on behalf of the Issuer. The initial paying agent for the Series 2024 Bonds is the Town Clerk of the Issuer.

“Project” means the acquisition and construction of sewer system improvements, including the installation of wastewater lines, and all equipment and necessary appurtenances thereto, and other related improvements.

“Purchaser” means the State of Utah Department of Environmental Quality, Water Quality Board, or its successors or assignees.

“Registrar” means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2024 Bonds on behalf of the Issuer. The initial Registrar for the Series 2024 Bonds is the Town Clerk of the Issuer.

“Revenues” means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, connection charges, impact fees imposed to finance the Project, if any, to the extent such impact fees are pledged and available for payment of the Series 2024 Bonds and the outstanding obligations, and other charges, the gross revenues of all improvements, additions, and extensions of the System

hereafter constructed or acquired, and all interest earned by and profits derived from the sale of investments made with the income and Revenues.

“Series 2024 Bond or Bonds” means the Sewer Revenue Bonds, Series 2024 in the total Principal amount of \$1,900,000 bearing interest at the rate or rates of 4.00% per annum and purchased by the Water Quality Board.

“Sinking Fund Year” means the twelve-month period beginning on July 1 of each year and ending on the next succeeding June 30; provided, however, that the first Sinking Fund Year will begin on the delivery date of the Series 2024 Bond and will end on the next succeeding June 30.

“State Bonds” means the fully registered Series 2024 Bonds issued in substantially the form set forth in Exhibit “A-1” in the denominations equal to the aggregate principal amount of the Series 2024 Bonds.

“System” means the whole and each and every part of the Issuer’s sewage of waste water collection and/or treatment system, including the Project to be acquired and constructed pursuant to this Bond Resolution, and all property, real, personal and mixed, of every nature now or hereafter owned by the Issuer and used or useful in the operation of said System, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while any of the Bonds remain outstanding.

“Water Quality Board” or “WQB” or “Purchaser” means the State of Utah acting through its Department of Environmental Quality, Water Quality Board, or any successor agency.

ARTICLE II

ISSUANCE OF SERIES 2024 BONDS

Section 2.1. Principal Amount, Designation, Series and Interest Rate. The Series 2024 Bonds are hereby authorized for issuance for the purpose of providing funds to finance, in part, (i) the costs of acquisition and construction of the Project, and (ii) pay costs incurred in connection with the issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be limited to \$1,900,000 in aggregate Principal amount, shall be issued (i) if issued as a State Bond(s), in the form set forth in Exhibit “A-1”, and (ii) if issued as Exchange Bonds, in the form set forth in Exhibit “A-2”, in fully registered form, shall bear interest at the rate or rates of 4.00% per annum on the unpaid principal balance and shall be payable as specified herein.

The Series 2024 Bonds, whether issued as State Bonds or Exchange Bonds, shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2024 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2024 Bonds shall be designated as and shall be distinguished from the bonds of all other series by the title, “Town of Brian Head, Iron County, Utah Sewer Revenue Bonds, Series 2024”.

The Series 2024 Bonds shall be in a form to permit the Water Quality Board to make incremental advances on its total loan commitment to the Issuer during the period of acquisition and construction of the Project.

Section 2.2. Advances of Proceeds. At least fifteen (15) days prior to the date the Series 2024 Bonds are to be issued and thereafter at least fifteen (15) days prior to each subsequent calendar quarter, or at such other time as shall be specified by the Water Quality Board, the Issuer shall provide to the Water Quality Board a certificate setting forth a schedule of the costs of the Project which the Issuer estimates will become due and payable by the Issuer prior to the next succeeding calendar quarter. Advances made by the Water Quality Board on the basis of such certificates shall be deposited in the Escrow Fund. All such advances shall be in the minimum amount of \$1,000 or any integral multiple thereof. Upon receipt of evidence of deposit of each advance in the Escrow Fund, the Town Manager or Mayor of the Issuer, or the Mayor’s designee shall give telephonic authorization followed by written confirmation to the Water Quality Board to stamp or write the date and amount of such advance made by the Water Quality Board in the appropriate place on the Certificate of Dates of Payment and Amount appearing on the State Bonds. Each advance made by the Water Quality Board on the State Bonds shall constitute proceeds of the State Bonds and shall be deemed to constitute the full purchase price of the corresponding principal amount of the State Bonds noted on the Certificate of Dates of Payment and Amount appearing on the Series 2024 Bond(s). As advances are made by the Water Quality Board, they shall be deemed to represent principal payments in the order of their maturity.

Section 2.3 Date and Maturities. The Series 2024 Bonds shall be dated as of their date of delivery, shall be in the amount of \$1,000 or any multiple thereof, and shall be paid

as provided in this Section 2.3. The Series 2024 Bonds shall be initially issued as one Fully Registered Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2024 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. Payment of interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

So long as the Water Quality Board is the Registered Owner of the Series 2024 Bonds, payments of principal and interest shall be made by check or draft and mailed to the Water Quality Board as the Registered Owner at the address shown on the registration books maintained by the Town Clerk. So long as the Water Quality Board is the Registered Owner of the State Bond, in lieu of presentation or the surrender of the Fully Registered Bond to the Paying Agent for notations by the Paying Agent of such payments, Water Quality Board, by its Assistant Executive Secretary, or his designee, shall endorse such payments upon the Series 2024 Bond.

Interest shall begin to accrue on the dated date of the Series 2024 Bonds, and shall be payable on November 1, 2025, and shall be payable annually thereafter on each November 1. The Issuer shall make the principal payments stated for each year, beginning November 1, 2028, and continuing on each November 1 thereafter until the total principal sum shall be paid in full, as follows:

<u>November 1</u>	<u>Principal Maturing</u>
2025	Interest only
2026	Interest only
2027	Interest only
2028	\$35,000
2029	35,000
2030	37,000
2031	38,000
2032	40,000
2033	41,000
2034	43,000
2035	45,000
2036	46,000
2037	48,000

2038	\$50,000
2039	52,000
2040	54,000
2041	56,000
2042	59,000
2043	61,000
2044	63,000
2045	66,000
2046	69,000
2047	71,000
2048	74,000
2049	77,000
2050	80,000
2051	83,000
2052	87,000
2053	90,000
2054	94,000
2055	98,000
2056	102,000
2057	106,000

The Issuer certifies that the initial Registered Owner of this Bond (Water Quality Board) committed to fund the Project (as defined herein) in the maximum Total Principal amount of \$1,900,000.

If less than \$1,900,000 Principal amount is advanced on the Series 2024 Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in inverse order of maturities (and the amount of the final remaining principal installment shall be reduced, if required) to correspond to the maximum principal amount of the Series 2024 Bonds.

In the event the bid from the lowest responsible bidder on the Project shows that the costs of the Project will exceed the amount of commitments the Issuer has already obtained, then, as authorized in Section 11-14-302 of the Utah Local Government Bonding Act, the Issuer hereby authorizes the Mayor, Town Manager and Town Clerk, as a pricing committee, to approve a final principal amount and repayment schedule for the Series 2024 Bonds within the parameters set forth in the Notice of Public Hearing and Bonds to Be Issued posted at least 14 days before adoption of this resolution on the Issuer's website and also posted on the Utah Public Notice Website at least 14 before adoption of this resolution, and post at the Issuer's office at least 14 days before adoption of this which parameters are in the aggregate principal amount of not to exceed \$2,500,000, to bear interest at a rate or rates not to exceed 5.0% per annum, to mature in not more than thirty-five (35) years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof, and

all other terms of the Series 2024 Bonds, and to approve and execute all documents related to the issuance of the Series 2024 Bonds. The Town Clerk is authorized to attest such signatures and apply the Issuer's seal as appropriate.

If the Series 2024 Bonds are not issued during the calendar year 2024, then the denomination of the Bonds will be changed to correspond to the calendar year in which they are issued.

Section 2.4. Optional Redemption and Redemption Prices. Each principal payment of the Series 2024 Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the Series 2024 Bonds of a particular due date are to be redeemed, upon notice as provided in Section 2.5 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Water Quality Board with respect to the Series 2024 Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.5. Notice of Redemption for Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.5. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Exchange Bonds, including series, to be redeemed, the identification numbers of the Exchange Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Exchange Bonds;

(iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Exchange Bond or portion thereof called for redemption; and

(vii) the place where such Exchange Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) Upon the payment of the redemption price of Exchange Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Exchange Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of such a redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

Notice of redemption shall be given, not more than forty-five (45) days nor less than thirty (30) days prior to the redemption date, to Registered Owners of the Exchange Bonds, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Exchange Bonds or portions thereof redeemed but who failed to deliver Series 2024 Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner of such Series 2024 Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Series 2024 Bonds.

In case any Exchange Bond is to be redeemed in part only, the notice of redemption which relates to such Exchange Bond shall also state that on or after the redemption date, upon surrender of such Series 2024 Bond, a new Series 2024 Bond in principal amount equal to the unredeemed portion of such Series 2024 Bond will be issued.

Section 2.6. Execution and Delivery of the Series 2024 Bonds. The Mayor is hereby authorized to execute by manual or facsimile signature the Series 2024 Bonds and the Town Clerk to countersign by manual or facsimile signature the Series 2024 Bonds and to have imprinted or otherwise placed on the Series 2024 Bonds the official seal of the Issuer. The Town Clerk is hereby authorized to deliver to the Water Quality Board the Series 2024 Bonds upon payment to the Issuer of the first incremental advance on the Series 2024 Bonds.

Section 2.7. Delinquent Payment. Payments of principal or interest, if any, on the Series 2024 Bonds which are delinquent from the due date thereof shall draw interest at the

rate of eighteen percent (18%) per annum on the delinquent payment from said due date until paid in full.

Section 2.8. Exchange of State Bonds. As long as the Water Quality Board is the sole registered owner of the Series 2024 Bonds, the Series 2024 Bonds shall be issued only as State Bonds in the form prescribed in Exhibit "A-1". It is recognized that the Water Quality Board may sell or otherwise transfer the Series 2024 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated 1953, as amended, or otherwise. In the event the Water Quality Board determines to sell or otherwise transfer all or a portion of the Series 2024 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the Series 2024 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2024 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Water Quality Board pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit "A-2", and shall be executed pursuant to authorization contained in Section 2.6 hereof. Each principal payment on the Series 2024 Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2024 Bonds for Exchange Bonds, provided that the Water Quality Board pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

ARTICLE III

REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1. Execution of and Registration of Series 2024 Bonds; Persons Treated as Owners. The Series 2024 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2024 Bonds to be kept by the Town Clerk who is hereby appointed the Registrar of the Issuer with respect to the Series 2024 Bonds. Any Series 2024 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2024 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2024 Bond duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Series 2024 Bond surrendered for transfer. Series 2024 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2024 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2024 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2024 Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2024 Bond for redemption.

Series 2024 Bonds surrendered for payment, redemption, or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2024 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2024 Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2024 Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2024 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2024 Bond shall be delivered.

Section 3.2. Deposit of Bond Proceeds. The proceeds from the sale of the Series 2024 Bonds shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2024 Bonds. Any unexpended balance remaining in the Escrow Account after completion of the Project shall be transferred as soon as practicable (a) first to each party or entity, other than the Issuer, contributing grant funds to the Project in proportion to the amount of grant funds originally deposited into the Escrow Account and (b) then to the “Sinking Fund” established hereunder, and shall be used only for the prepayment of the Series 2024 Bonds in inverse order of maturity. Proceeds from the sale of the Series 2024 Bonds on deposit in the Escrow Account may, at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the transfer of unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.

Section 3.3 The Series 2024 Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Bond Resolution elsewhere contained, the principal and interest, if any, on the Series 2024 Bonds shall be payable out of 100% of the Net Revenues which are hereby pledged for repayment of the Series 2024 Bonds, and in no event shall the Series 2024 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System. The Net Revenues of the Issuer’s System are hereby pledged to repay the Series 2024 Bonds.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Revenues to pay the Series 2024 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make said funds available and has not pledged any of such funds for such purpose.

Section 3.4. Flow of Funds. From and after the earlier of the delivery date of the Series 2024 Bonds, and until all the Series 2024 Bonds have been fully paid, the Revenues shall be set aside into the Town of Brian Head Sewer Revenue Fund referred to herein as “Revenue Fund”, established hereunder, to be held by the Depository Bank. The Issuer will thereafter make accounting allocations of the funds deposited in said Revenue Fund for the following purposes and in the following priority:

- (a) From the amounts in the Revenue Fund there shall first be paid all Operation and Maintenance Expenses of the System. For this purpose, the Issuer shall establish on its books an account known as the “Expense Account” to which shall be allocated monthly, on or before the tenth day of each month, such portion of the Revenue Account as is estimated to be required for Operation and Maintenance Expenses of the System for the following month. There shall be allocated to the Expense Account from time to time during the month such additional amounts as may be required to make payments of Operation and Maintenance Expenses for

which the amounts theretofore allocated to the Expense Account are insufficient. At the end of each Sinking Fund Year all amounts in the Expense Account in excess of that required to pay Operation and Maintenance Expenses then due shall be transferred to the Sinking Fund as hereinafter provided.

(b) All amounts in the Revenue Fund not allocated to the Expense Account (the “Net Revenues”) shall be allocated next to the Sinking Fund as follows:

(i) Of the amounts allocated to the Sinking Fund there shall be allocated the following amounts to a subaccount established on the books of the Issuer known as the “Bond Account” such amounts as will assure, to the extent of the availability of Net Revenues from the System, the prompt payment of the principal and interest, if any, on the Series 2024 Bonds as the same shall become due and all bonds or obligations issued in parity therewith. The amount to be so set aside with respect to the Series 2024 Bonds shall, as nearly as may be practicable, be set aside and allocated to the Bond Account monthly, on or before the tenth day of each month, beginning November 10, 2024 and shall equal $\frac{1}{12}$ of the amount of the principal and interest, if any, on the payment next due on the Series 2024 Bonds (in the first payment year the amount shall equal the fraction of which the numerator is one and the denominator is the number of months until the first payment), to the end that there will be sufficient funds allocated to the Bond Account to pay the principal and interest, if any, on the Series 2024 Bonds as and when the same become due. In the event insufficient moneys are available to make prompt payment of the full principal and interest, if any, on the Series 2024 Bonds as shall become due and all Bonds issued on parity therewith, such moneys shall be allocated pro rata based on the amount of principal next coming due to the monthly allocation requirement for each such parity bond or obligation. Amounts allocated to the Bond Account shall be used solely for the purpose of paying principal and interest, if any, on Series 2024 Bonds and shall not be reallocated, transferred or paid out for any other purpose; and

(ii) Of the amounts allocated to the Sinking Fund after there shall have been allocated the amounts required to be allocated under (i) above, there shall be allocated monthly on a parity basis on or before the tenth day of each month, beginning November 10, 2027, to the “Reserve Account – Series 2024” established on the books of the Issuer the sum of \$1,527, plus such additional amount as may be required to meet any monthly installment to the Reserve Account – Series 2024 not theretofore made in whole or in part, such allocation shall continue until there shall have been accumulated an amount equal to \$109,877 over a period not to exceed 72 months. Amounts allocated to the Reserve Account shall be used to pay the interest, if any, falling due on the respective Outstanding Obligations, and the principal and interest, if any, falling due on the Series 2024 Bonds at any time when there are not sufficient funds in the Bond Account to pay the same, but pending

such use may be invested as hereafter provided. When the Reserve Account has been accumulated as in this paragraph provided, no further allocations to the Reserve Account need be made unless payments from the Reserve Account have reduced the same below the amounts required by this paragraph, in which event allocations shall be resumed until such deficiency has been remedied; and

(iii) Monthly on the tenth day of each month beginning November 10, 2027, the Issuer shall set aside the amount of \$764 per month to the “Emergency Repair and Replacement Account” established on the books of the Issuer until the Issuer accumulates an amount of \$54,939 over a period of 72 months. To the extent the amount in the said account shall be less than \$54,939, the Issuer shall allocate monthly monies from the Sinking Fund until there shall have been accumulated in the Emergency Repair and Replacement Account an amount equal to \$54,939. Funds on deposit in the Emergency Repair and Replacement Account shall be used solely for emergency repairs and replacements to the System as the need arises.

(iv) All funds, if any, remaining in the Sinking Fund after all of the payments required to be made into the Bond Account and Reserve Account and the Emergency Repair and Replacement Account have been made, may be used by the Issuer (a) to prepay or redeem the Series 2024 Bonds in whole or in part, (b) to make extensions, improvements, additions, repairs, and replacements to the System, or (c) to be applied to any other lawful purpose as determined by the Issuer.

(c) If at any time, the Net Revenues derived by the Issuer from the operation of the System shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified, the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Net Revenues thereafter derived by the Issuer from the operation of the System.

Section 3.5. Investment of Funds. Any funds allocated to the Bond Account, the Emergency Repair and Replacement Account and Reserve Account may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the funds of the Bond Account shall be maintained in said fund and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Reserve Account for the Series 2024 Bonds shall at the end of each Sinking Fund Year be transferred by the Issuer to the Bond Account so long as the Reserve Account for the Series 2024 Bonds after said transfer are fully funded. Should said Reserve Account have less than required, then said income shall be maintained until total deposits in said Reserve Account shall equal the amount required to fully fund said Reserve Account. There shall not be required to be in the Bond Account and the Reserve Account at any time more than the total amount required to pay the total principal and interest outstanding, if any, of the Series 2024 Bonds. Whenever the money in the Bond Account and said Reserve Account equal the total principal amount of the Series 2024 Bonds

outstanding, the money in said Accounts shall be used to prepay all of the Series 2024 Bonds outstanding.

ARTICLE VI

COVENANTS

Section 4.1. Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2024 Bonds the following:

(a) The rates for all sewer service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient to pay the Bonds at maturity or upon prior redemption, provided such rates must be reasonable rates for the type, kind, and character of the service rendered. There shall be no free service and there shall be charged against all users of the System, including the Issuer, such rates and amounts as shall be sufficient to produce Net Revenues that are equal to 110% of Annual Debt Service. All Net Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the cost of operating and maintaining the System, and the payment of the Bonds, as provided herein. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 10% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4(b)(i)-(iii) of this Final Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(b) Each Bondholder shall have a right, in addition to all other rights afforded it by the laws of Utah, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge and collect reasonable rates for services supplied by the System sufficient to meet all requirements of the resolutions authorizing the Outstanding Obligations and this Bond Resolution.

(c) The Issuer will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost.

(d) So long as any Series 2024 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by Bondholder; provided, however, during such periods of time as the Purchaser is the Registered

Owner of the Series 2024 Bonds, each such audit will be supplied to the Water Quality Board as soon as completed without prior request therefor by the Water Quality Board. Each such audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

- (i) A statement in detail of the income and expenditures of the System for such Sinking Fund Year;
- (ii) A balance sheet as of the end of such Sinking Fund Year;
- (iii) The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Bond Resolution, and the accountant's recommendations for any change or improvement in the operation of the System;
- (iv) A list of the insurance policies in force at the end of the Sinking Fund Year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy;
- (v) An analysis of all funds and accounts created in this Bond Resolution, setting out all deposits and disbursements made during the Sinking Fund Year and the amount in each fund or account at the end of the Sinking Fund Year;
- (vi) The number of sewer connections within the service boundaries of the Issuer, and applications for sewer service on hand at the end of the Sinking Fund Year;
- (vii) The total billings for such Sinking Fund Year;
- (viii) All schedules of rates and charges imposed for sewer service during the Sinking Fund Year.

The Bondholder may, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular Sinking Fund Year set forth in this Subsection 4.1.(d), provided, however, that such waiver shall not apply to the reporting requirements of the Issuer set forth in Subsection 4.1.(e) herein.

(e) In addition to the reporting requirements set forth in Subsection 4.1.(d) above, the Issuer shall submit to the Water Quality Board within one hundred eighty (180) days following the close of each Sinking Fund Year, a summary report substantially in the form as provided by the Water Quality Board to the Issuer upon purchase of the Series 2024 Bonds.

All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense. If a Bondholder is other than the Purchaser, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Sinking Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(f) The Bondholder shall have the right at all reasonable times to inspect the System, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to it financial statements and other information relating to the Issuer and the System as it may from time to time reasonably require.

(g) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by other operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Sinking Fund.

(h) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Bonds have been paid in full, except that the Issuer may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(i) The Issuer may consolidate the bills submitted for sewer service with those submitted for water service, if applicable, for those persons who are liable for the payment of charges for such services and require that each such consolidated bill be paid in full as a unit and refuse to permit payment of one portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any sewer bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all service to the sewer user concerned to be cut off immediately.

(j) The Issuer shall commence and complete the acquisition and construction of the Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(k) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(l) The Issuer will not grant a franchise for the operation of any competing sewer system within its corporate limits, as long as the Series 2024 Bonds authorized herein remain outstanding.

(m) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

(n) All payments falling due on the Series 2024 Bonds shall be made to the Bondholder thereof and all charges made by the Depository Bank for its services shall be paid by the Issuer.

(o) The Issuer will maintain its corporate identity, will make no attempt to cause its corporate existence to be abolished and will resist all attempts by other political subdivisions to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

(p) The Issuer agrees, in accepting the proceeds of the Series 2024 Bonds, to comply with all applicable state and federal regulations related to the Utah State Revolving Fund administered by the Water Quality Board. These requirements include but are not limited to Title VI of the Clean Water Act of 1987, The Single Audit Act of 1996, the Utah Wastewater Loan Program policies and guidelines, the Utah Local Government Bonding Act, the Utah Money Management Act, the Utah Procurement Code and the State of Utah Legal Compliance Audit Guide.

(q) Notwithstanding any other provision of law and in a manner consistent with other provisions of the Davis-Bacon Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Davis-Bacon Act shall be paid wages at rates not less than those prevailing on projects of a character similar in locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall

have the authority and functions as set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S. C. App.) and section 3145 of title 40, United States Code.

(r) Issuer agrees to comply with the American Iron and Steel provisions, with Build America, Buy America provisions, with Signage Requirements under EPA guidelines, with Telecommunications provisions, and with Cost and Effectiveness analysis related to the Federal Water Pollution control act.

Section 4.2 Additional Indebtedness. No additional indebtedness, bonds, or notes of the Issuer payable on a priority superior to the Series 2024 Bonds out of the Net Revenues from the System shall be created or incurred by the Issuer without the prior written consent of all holders of the Series 2024 Bonds. Furthermore, the Series 2024 Bonds shall not be entitled to any priority one over the other in application of the Net Revenues of the System, regardless of the time or times of their issuance, it being the intention of the Issuer that there shall be no priority among the Series 2024 Bonds authorized to be issued pursuant to this Bond Resolution regardless of the fact that they may be actually issued and delivered at different times. It is expressly agreed and covenanted that the Issuer will not hereafter issue any bonds or obligations payable from the Net Revenues of the System, or any part thereof, or which constitutes a lien on such Net Revenues or on the System until all Series 2024 Bonds have been paid in full unless such additional bonds are issued in such manner that they are in all respects subordinate to the Series 2024 Bonds.

The provisions of the foregoing paragraph are subject to the following two exceptions:

(a) The Series 2024 Bonds or any part thereof may be refunded. The refunding bonds so issued shall enjoy a lien on the Net Revenues on a parity with the Series 2024 Bonds except that if fewer than all of the Series 2024 Bonds outstanding at the time are so refunded, no refunding bonds shall bear interest at a rate higher or mature at a date earlier than the corresponding Bond refunded thereby without the consent of the owners and holders of all of the unrefunded Series 2024 Bonds. In all other respects, refunding bonds may be secured in such manner and may be payable from such sources and be subject to other terms and provisions that may be provided in the resolution authorizing their issuance. Refunding bonds may be exchanged with the consent of the Bondholder for not less than a like principal amount of the Series 2024 Bonds authorized to be refunded, may be sold, or may be exchanged in part or sold in part. If sold, the proceeds of the sale not required for the payment of expenses shall be used to refund that portion of the Series 2024 Bonds refunded.

(b) Additional bonds may be issued on a parity with the Series 2024 Bonds herein authorized if all of the following conditions are met at the time of the issuance of such additional bonds (herein referred to as “Parity Bonds”):

(i) The Net Revenues of the System in the Sinking Fund Year preceding the year in which the Parity Bonds are to be issued were 110% of

the average Annual Debt Service on all of the Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued with an allowance for earnings arising from any increase in sewer rates which have become effective prior to incurring the additional indebtedness in an amount equal to 95% of the amount by which the billings to customers for such Sinking Fund Year would have been increased, if such increase in rates had been in effect during the Sinking Fund year; provided, this limitation may be waived or modified by the written consent of the registered owners and holders of 75% of the principal amount of the Bonds and Parity Bonds then outstanding.

(ii) All payments required by this Bond Resolution to be made into the Sinking Fund must have been made in full and there must be in each reserve fund the full amount required by this Bond Resolution to be accumulated therein.

(iii) The Parity Bonds must be payable as to principal on November 1 of each year in which principal falls due or on a monthly basis.

(iv) The proceedings authorizing such Parity Bonds must raise the amount to which the reserve funds shall be accumulated to an amount no less than the highest future Annual Debt Service of all Outstanding Obligations, Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued and must require the accumulation of such amount in the Reserve Account to be accomplished within six (6) years after delivery of such Parity Bonds.

(v) The proceeds of the Parity Bonds must be used for the making of improvements, extensions, renewals, replacements, or repairs to the System.

(i)

Section 4.3 Arbitrage and Other Tax Covenants. The Issuer covenants and agrees to and for the benefit of the holders of the Series 2024 Bonds that no use will be made of any of the proceeds from the sale of the Series 2024 Bonds, or any funds or accounts of the Issuer which may be deemed to be proceeds of the Series 2024 Bonds pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, (the “Code”) and applicable Treasury regulations promulgated there under (the “Regulations”) which use, if it had been reasonably expected on the date of issuance of the Series 2024 Bonds, would have caused the Series 2024 Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2024 Bonds with the requirements of Section 148 of the Code and the applicable Regulations.

The Issuer further covenants and agrees to and for the benefit of the holders of the Series 2024 Bonds that the Issuer (i) will not take or omit to take any action that would cause

the interest on the Series 2024 Bonds to become includible in gross income for purposes of federal income taxation, and (ii) will take all reasonable and lawful actions to comply with any other requirements of federal tax law applicable to the Series 2024 Bonds, including any new tax laws, in order to preserve the exclusion from gross income for purposes of federal income taxation of the interest on the Series 2024 Bonds. The Chair or another officer of the Issuer charged with responsibility for issuing the Series 2024 Bonds (an “Authorized Officer”) shall execute and deliver an appropriate certificate of the Issuer, all as of the Original Issue Date, for inclusion in the transcript of proceedings, (1) setting forth the reasonable expectations of the Issuer regarding the amount and use of the proceeds of the Series 2024 Bonds and the facts and estimates upon which such expectations are based and (2) certifying that the Issuer can and covenanting that the Issuer will comply with the applicable provisions of the Code and Regulations so that the interest on the Series 2024 Bonds will be and continue to be excludible from gross income for federal income tax purposes under Section 103(a) of the Code.

Section 4.4 Exemption from Rebate. In accordance with Section 148 (f)(4)(B) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that the Series 2024 Bonds are not “private activity bonds” as defined in Section 141 of the Code; that ninety-five percent (95%) or more of the net proceeds of the Series 2024 Bonds are to be used for local governmental activities of the Issuer; and that the aggregate face amount of all tax-exempt obligations (other than “private activity bonds”) issued by the Issuer and all entities that issue obligations on behalf of the Issuer, derive their issuing authority from the Issuer or are subject to substantial control by the Issuer, during the current calendar year will not exceed \$5,000,000. If for any reason the Issuer does not qualify for an exception to rebate under Section 148 (f) of the Code, the Issuer covenants that it will take all necessary steps to comply with the rebate requirements of the Code.

Section 4.5 Qualified Tax-Exempt Obligation Status. For purposes of and in accordance with Section 265(b)(3) of the Code, the Issuer hereby designates the Series 2024 Bonds to be “qualified tax-exempt obligations” and in support of such designation, the Chair or an Authorized Officer of the Issuer shall execute and deliver an appropriate certificate of the Issuer all as of the Original Issue Date for inclusion in the transcript of proceedings.

Section 4.6 Federal Form 8038-G. The Issuer will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, on or before the fifteenth day of the second calendar month after the close of the calendar quarter in which the Series 2024 Bonds are issued, a Form 8038-G, Information Return for Tax-Exempt Governmental Bond Issues, with respect to the Series 2024 Bonds.

ARTICLE V

MISCELLANEOUS

Section 5.1. Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer under this Bond Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure, shall constitute an event of default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay an interest penalty equal to eighteen percent (18%) per annum of the outstanding principal amount on the Series 2024 Bonds, said interest penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured by the Issuer. Said interest penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Revenues of the System for purposes of applying said Revenues toward the Revenue allocations required in Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2. Amendments to Bond Resolution. Provisions of this Bond Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2024 Bonds, no change, variation, or alteration of any kind in the provisions of this Bond Resolution shall be made in any manner until such time as all of the Series 2024 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Bond Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Bond Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2024 Bonds then outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the Town Clerk for public inspection. Should a Bondholder consent to the proposed amendment to this Bond Resolution, it shall submit to

the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least 75% of the principal of Series 2018 Bonds outstanding, the governing body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest, if any, without the consent of the Bondholder of all the Series 2024 Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any fund or account established hereunder without the consent of the Bondholders of all the Series 2024 Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Series 2024 Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Series 2024 Bonds then outstanding, without the consent of the Bondholders of all the Series 2024 Bonds at the time outstanding which would be affected by the action to be taken.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3. Maintenance of Proceedings. A certified copy of this Bond Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the Town Clerk where it shall be made available for inspection by any Bondholder or his agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Bond Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction, or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Bond Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal of or interest, if any, on the Series 2024 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2024 Bonds.

Section 5.4. Defeasance of Series 2024 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered

Owner of the Series 2024 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Bond Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2024 Bonds) shall be canceled and discharged.

Any Series 2024 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2024 Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2024 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2024 Bonds).

Section 5.5. Sale of Series 2024 Bonds Approved. The sale of the Series 2024 Bonds to the Water Quality Board is hereby ratified, confirmed, and approved.

Section 5.6. Bondholders not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition or construction of the Project or for the failure of the System to function successfully after completion of the Project.

Section 5.7. Notice of Public Hearing and Bonds to be Issued. In accordance with the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended)the “Acts”), , the Town Clerk has caused a “Notice of Public Hearing Bonds to be Issued” to be (1) posted on the Issuer’s website, (2) posted on the Utah Public Notice Website and (3) posted at the Issuer’s office at least 14 days before the public hearing.

Section 5.8. Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Bond Resolution and the documents authorized and approved herein.

Section 5.9. Severability. If any section, paragraph, clause, or provision of this Bond Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Resolution.

Section 5.10 Statutory Authority for the Series 2024 Bonds. The Series 2024 Bonds are issued under the authority of the Act and each Series 2024 Bond certificate shall so recite. By the adoption of this Bond Resolution, it is the intention of the Issuer to comply in all respects with the applicable provisions of the Act and the Series 2024 Bonds issued hereby shall be incontestable for any reason whatsoever after their delivery for value/

Section 5.11. Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

PASSED AND ADOPTED BY THE PRICING COMMITTEE OF TOWN OF
BRIAN HEAD, UTAH THIS April 23, 2024.

Mayor Clayton Calloway

Nancy Leigh, Town Clerk

(S E A L)

EXHIBIT “A-1”

FORM OF STATE BONDS

REGISTERED

REGISTERED

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF IRON
TOWN OF BRIAN HEAD
SEWER REVENUE BOND, SERIES 2024

\$1,900,000

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION’S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

Town of Brian Head, Iron County, Utah (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the State of Utah acting through the Department of Environmental Quality, Water Quality Board (the “Water Quality Board”) or registered assigns, the Total Aggregate Principal Sum set forth in the “Certificate of Dates of Payment and Amount” set forth at the end of this Bond, but in no event more than a maximum aggregate principal amount of \$1,900,000, together with interest accruing on the unpaid principal balance from the dated date of this Bond, at the rate of four percent (4.00%) per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months), payable annually on November 1 of each year. Principal together with accrued but unpaid interest shall be payable in registered installments on November 1 of each of the years as set forth in the following Repayment Schedule:

REPAYMENT SCHEDULE

<u>November 1</u>	<u>Principal Maturing</u>
2025	Interest only
2026	Interest only
2027	Interest only
2028	\$35,000
2029	35,000
2030	37,000

2031	\$38,000
2032	40,000
2033	41,000
2034	43,000
2035	45,000
2036	46,000
2037	48,000
2038	50,000
2039	52,000
2040	54,000
2041	56,000
2042	59,000
2043	61,000
2044	63,000
2045	66,000
2046	69,000
2047	71,000
2048	74,000
2049	77,000
2050	80,000
2051	83,000
2052	87,000
2053	90,000
2054	94,000
2055	98,000
2056	102,000
2057	106,000

If less than \$1,900,000 Principal amount is advanced on this Bond, the repayment period shall be shortened and the number of annual principal installments shall be reduced in the inverse order of maturities (and the amount of the final remaining principal installment shall be reduced, if required) to correspond to the maximum principal amount of this Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent. Payments shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by such Registered Owner.

As long as the Water Quality Board (the “Purchaser”) is the registered holder of this Bond, installment payments of principal and interest for delinquent installments shall be

made by check or draft mailed to the Water Quality Board as the registered holder at the address shown on the registration books maintained by the Registrar.

If any installment payment of Bond principal is not paid when due and payable, the Issuer shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest, if any, and then to principal.

This Bond is payable solely from a special fund designated "Town of Brian Head Sewer Revenue Bond Sinking Fund," into which fund and into a reserve therefor, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Net Revenues (as defined in the Bond Resolution herein described) derived and to be derived from the operation of the Issuer's sewer system (the "System"), all as more fully described and provided in the Bond Resolution of the Issuer.

This Bond is issued pursuant to (i) a Parameters Resolution adopted by the Issuer on March 26, 2024, and a Bond Resolution of Issuer adopted on April 23, 2024, and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended (the "Act") for the purpose to finance, in part, improvements to the Issuer's Sewer System, including all equipment and necessary appurtenances thereto. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the "Bond Resolution") of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System. After issuance this Bond shall be incontestable.

Upon issuance and delivery for value, this Bond shall be incontestable in accordance with the Act.

As provided in the Bond Resolution, bonds, notes, and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

The issuance of this Bond shall not, directly, indirectly, or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the

due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for sewer service sufficient to pay when due this Bond, and the principal and interest on all bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the "Bond Resolution") to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Bond Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the Town Clerk of the Issuer, who shall be the Registrar. This Bond is transferable only by notation upon said book by the registered owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues (as defined in the "Bond Resolution") to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this

Bond and all bonds issued on a parity with this Bond, if any, and that said Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds issued on a parity with this Bond, if any.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its Town Clerk under the corporate seal of said Issuer this _____, 2024.

/s/ (Do Not Sign)
Mayor Clayton Calloway

Countersigned:

/s/ (Do Not Sign)
Nancy Leigh, Town Clerk

(S E A L)

REGISTRATION CERTIFICATE
(No writing to be placed herein except by
the Bond Registrar)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
_____	State of Utah Department of Environmental Quality, Water Quality Board	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative of the State of Utah Department of Environmental Quality, Water Quality Board (the “Water Quality Board”), hereby certifies that the Water Quality Board has received written authorization from the Town Clerk or Mayor of the Issuer to stamp or write the amount(s) indicated below on the date(s) set forth opposite such amount(s); that the amount last inserted under the column “Total Principal Sum” is the total amount received by the Issuer from the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same.

Amount of Payment	Date of Payment	Total Principal <u>Sum</u>	Water Quality Board Representative <u>Signature</u>
\$_____	_____, 2024	\$_____	_____
\$_____	_____	\$_____	_____
\$_____	_____	\$_____	_____
\$_____	_____	\$_____	_____
\$_____	_____	\$_____	_____
\$_____	_____	\$_____	_____

EXHIBIT "A-2"

FORM OF EXCHANGE BOND

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF IRON
TOWN OF BRIAN HEAD
SEWER REVENUE BONDS, SERIES 2024

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

INTEREST RATE	MATURITY DATE	ISSUE DATE
4.00%	_____ 1, 20__	_____, 20__

Registered Owner: _____

Principal Amount: _____ Dollars

The Town of Brian Head, Iron County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. Interest at the Interest Rate specified above on the Principal Amount hereof (calculated on the basis of a year of 360 days consisting of twelve 30-day months) shall be payable by check or draft mailed by the Town Clerk of the Issuer (the "Paying Agent") to the Registered Owner hereof beginning November 1, 20__ and on each November 1 thereafter until this Bond is paid in full. Principal and redemption price of this

Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment at maturity.

If this Bond is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from the due date thereof until paid in full.

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ Dollars (\$_____), issued in exchange for the conversion of the Issuer's Sewer Revenue Bond, Series 2024 dated _____, 2024, in the Total Principal Sum of \$_____, authorized by a Bond Resolution of the Issuer duly adopted on April 23, 2024, and a Parameters Resolution of the Issuer adopted on March 26, 2024 (collectively, the "Bond Resolution"). This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Bond Resolution and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended (the "Act"), for the purpose to finance, in part, the cost of improvements to the Issuer's sewer system, and related improvements. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

As provided in the Bond Resolution, bonds, notes, and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

The issuance of this Bond shall not, directly, indirectly, or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

The Bonds are subject to redemption prior to maturity at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than forty-five (45) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of said Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Series 2024 Bonds (as defined in the Bond Resolution) are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for sewer service sufficient to pay this Bond when due and principal on all bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Bond Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Town Clerk (the "Registrar") in Town of Brian Head, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and will be set aside into said special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds issued on a parity with this Bond, if any, and that said Net Revenues of the System are not pledged, hypothecated or anticipated in any way other than by the issue of Series 2024 Bonds of which this Bond is one and all bonds issued on a parity with this Bond, if any.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its Town Clerk with the seal of said Issuer affixed, all as of the ____ day of _____, 20__.

By /s/ _____ (Do Not Sign)
Mayor Clayton Calloway

COUNTERSIGNED:

/s/ _____ (Do Not Sign)
Nancy Leigh, Town Clerk

(S E A L)

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns, and transfers unto

_____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO SEC RULE 17Ad-15.



ITEM: WATER INFRASTRUCTURE PROJECT FUNDING, PROJECT SCHEDULE

AUTHOR: Aldo Biasi
DEPARTMENT: Public Works
DATE: April 23, 2024
TYPE OF ITEM: Administrative Action

SUMMARY:

The Council will consider awarding the bids to Perco Rock for the 2024 Water and Sewer Infrastructure Projects and the Snowshoe/Toboggan SAA Water Projects. With receiving only the few bidders, these projects will carry into the 2025 construction season. Staff has spoken with Perco Rock on this issue and they have agreed to hold their pricing if all of the parts are purchased this year and stored until needed on each of the projects. The funding will have to be spent by the end of 2025. At the time of writing this report, staff is still waiting for bid award approval from the Division of Water Quality and also from the Division of Drinking Water.

BACKGROUND:

Under the direction of the Council, staff has been working on designing, obtaining funding, and bidding out the 2024 Water/Sewer Infrastructure Projects along with the Snowshoe Toboggan SAA water project. The Council has previously seen how these projects will be funded in the recently presented budget document and staff can provide that information upon request from the Council.

ANALYSIS:

Although Staff reached out to various construction companies before and during the advertising period, only two companies bid on the Towns list of projects for the 2024 construction season. Perco Rock and Orton Excavating were the two companies that the Town received bids from. Orton Excavating bid on only two of the projects that were available and Perco Rock bid on all of the projects. The results of the bids are listed below along with explanations and recommendations by staff on each of the projects.

Water Infrastructure Projects

1. Highway Waterline Replacement - \$1,331,892.00 (Perco Rock Only Bidder)
 - This project is over the estimated amount as it had to grow during the engineering process to take care of additional issues discovered during that process. Additional lengths of wrapped steel line were discovered during pot holing. Staff has reviewed this project and there is not really any effective cost-saving methods other than scaling back the project. Staff recommends awarding this bid to Perco Rock once staff has received clearance to do so from the Division of Drinking Water.
2. Rue Jolly Waterline Loop- \$1,241,900 (Perco Rock Only Bidder)

- This project is under the original estimated amount. Staff has reviewed this project for cost savings as the Highway project is over original estimates and has found the following.
 1. Remove 1660 ft of 6in mainline replacement. Staff has asked Alpha to re-run the Water Model performed in this area with the additional looping of lines 8in mainlines and the results revealed the 6in line is adequate to provide fire flow in this area. The 6in line is already a ductile line and is not having issues with leaks on the main line. The old, galvanized service lines are the issue. Staff recommends this cost-saving item of approximately \$265,600.
 2. Remove all the service line replacements on Aoki Michi and only replace the service lines on Rue Jolly and Lee Street. Staff believes that additional funding from the State will be available once the Lead and Copper Inventory Project is completed, which is this year. The Town has received a grant of \$100,000 to complete the inventory. Once completed a replacement plan will be put together and staff will be able to go for additional funding to correct the issues found. Public Works Crews will be able to repair any leaks that develop during the mean time on this road as staff believes the other projects are a higher priority to be completed at this time. Staff recommend this cost-saving item of approximately \$195,000.
 - Approx. Total Cost Savings on Rue Jolly Looping project is \$460,000 to be put towards the other projects.
3. Blue Jay Way Waterline Project- \$137,529.39 (Orton Excavating) \$193,300 (Perco Rock)
 - Blue Jay Way Project has always been a potential cut from the project list. Staff recommends removing this project from the list until after the Well has been drilled. If there is funds left over, Staff recommends this project be re-bid next year.
 4. SCADA System Replacement Dorsett Controls - \$265,128.06
 - Staff recommends awarding this project to Dorsett Controls after receiving approval from the Division of Drinking Water.
 5. Well Project (Currently under design and will bid soon)
 6. Million Gallon Tank Generator Building (Advertising for Bid)
 7. Meter Reading Towers – Currently in bidding process

Snowshoe Toboggan Waterline SAA-\$1,696,000.00 (Perco Rock)

- Staff recommends awarding this project to Perco Rock after receiving approval from the Division of Drinking Water. This project is pretty tight to the budgeted amount with not much contingency, but staff believes it can be managed.

Sewer Projects

1. Snowshoe Toboggan Sewer Line Gravity Line Option - \$1,549,850.00
 Snowshoe Toboggan Sewer Line E1 low PSI Option- \$ \$1,665,150.00.
 - Staff has been working with property owners on obtaining an easement for the sewer line in one area of the project that was designed to receive a E1 low PSI

sewer. If the easement is obtained which staff has been assured that it will be and at the time of writing this report the agreements are in their final stages then staff recommends awarding the bid of \$1,549,850 to Perco Rock once staff receives approval from the Division of Water Quality. If the easement is not obtained, then Staff recommends awarding the bid of \$1,665,150 to Perco Rock once staff receives approval from the Division of Water Quality.

2. Ponderosa Drive Sewer Line- \$308,070.00 (Perco Rock) \$357,023.96 (Orton Excavating)

- Due to budget, staff recommends removing this project from the list. If there is money left over from the Toboggan Sewer project, Staff recommends re-bidding this project next year. There is almost enough money in the budget for this project, but it would leave no contingency for the Toboggan Project. If everything goes well on Toboggan, staff recommends proceeding to Ponderosa next year.

FINANCIAL IMPLICATIONS:

Water Projects

Funding	Available For Construction	Contractor Bid	Amount Left
Infrastructure Project Funding	\$ 5,327,919.00		\$ 2,949,598.94
	Highway Replacement	\$ 1,331,892.00	
	Rue Jolly Waterline Loop	\$ 781,300.00	
	Scada Replacement	\$ 265,128.06	
	Well	\$ -	
	MG Generator	\$ -	
	Meter Towers	\$ -	
	Blue Jay Way	\$ -	
	Total	\$ 2,378,320.06	

As the Council can see from the above table, after taking out the cost of engineering and project management there is Approx. \$5,327,919 available for the construction of the projects. Staff says approx. because staff always saves money on construction management and the full amount was minus out of the available funds. With the awarding of the projects that have been bid so far totaling \$2,378,320.06 with the cost saving recommendation of staff being included in that amount. There is \$2,949,598.94 left for the construction of the well and generator building. If the bids come in as estimated, there is a **shortfall of \$183,072**. Staff believes there are savings in the Million Gallon Generator Project. Once these projects are bid on, staff will be able to provide the Council with alternative options if additional funds are needed. These options include scaling back, public works providing work on the generator project (site prep and installation of the metal building) and the last resort of going back to the Division of Drinking Water for additional funding. With the projects carrying into the 2025 construction season, staff would have time to approach the Division of Drinking Water for additional funds after the construction season of 2024.

Snowshoe Toboggan SAA and Sewer Projects

Funding	Available For Construction	Contractor Bid	Contingency
SAA Water Portion Funding	\$ 1,748,995.00	\$ 1,696,000.00	\$ 52,995.00
Sewer Funding Toboggan Only	\$ 1,790,919.00	\$ 1,583,370.00	\$ 207,549.00

As the Council can see from the above table after taking out the construction and engineering cost there is not much left in the SAA project for contingency. As mentioned above, staff believes this project can be accomplished with extremely good project management.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends that the Council directs staff to proceed forward with the bidding process of the projects yet to bid and prepare for the construction of the projects that have already bid as listed above.

PROPOSED MOTION:

If Staff has received approval from the Division of Drinking Water and Division of Water Quality, then staff recommends the following motions. If approval has not been obtained, then no motion can happen at this time for award.

Infrastructure Projects

1. I move to award the Highway Replacement Project to Perco Rock in the amount of \$1,331,892.
2. I move to award the Rue Jolly Project to Perco Rock in the amount of \$781,300.
3. I move to award the Scada Replacement Project to Dorsett Controls in the amount of \$265,128.

SAA/Sewer Projects

1. I move to award the Snowshoe Toboggan SAA Water project to Perco Rock in the amount of \$1,696,000.
2. I move to award the Snowshoe Toboggan Sewer line project to Perco Rock in the amount of \$1,583,370.

ATTACHMENTS:



ITEM: SPECIAL SERVICE DISTRICT: 2024 WATER LEASE AGREEMENT

AUTHOR: Nancy Leigh, District Clerk
DEPARTMENT: Special Service District
DATE: April 23, 2024
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council acting as the governing body for the Special Service District (The Board) will consider a resolution SSD-036 to lease 243.08 acre feet of water for the 2024 irrigation season (April 30th – October 31st).

BACKGROUND:

- 2009:** The Special Service District (SSD) purchased 400-acre feet of water from the Heils in the Parowan valley and entered into an interlocal agreement with the Town that would allow the Town to use the water for municipal purposes.
- 2011:** An amendment to the interlocal agreement: The Town did not intend to beneficially use the remaining water rights, therefore, allowing the SSD to lease the water rights.
- 2013:** An agreement between the SSD, the Town, Parowan City, and Parowan Irrigation & Reservoir Co. was entered into that identified a portion of the water rights (156.92 acre feet of water rights) would be used in the Bristlecone Pond project to satisfy a provision that would allow for additional water flow into the Parowan creek in the late irrigation season period. This left 243.08 acre-feet of water available for annual lease to the public.
- 2014:** The SSD leased out the water rights to Robert Brothers Dairy in a Water Rights Lease Agreement which identified a provision of first rights of refusal, in which Mr. Don Roberts has exercised his rights since 2014.
- 2022:** The Water Rights Lease Agreement was amended and the provision of first right of refusal was removed from the agreement from our water attorney, Matt Jenson. The agreement in 2022 allowed for one year (2023) that Mr. Roberts could exercise the first right of refusal.

ANALYSIS:

Staff has advertised the water rights for the 2024 irrigation season along with notifying those who were specifically interested and requested notification on the water right bid. The deadline for submitting bids was Friday, April 19, 2024 at 2 p.m. and the following are the bids that were submitted for the 2024 irrigation season.

- Don Roberts: \$5,500
- Robert Jeffrey Parker: \$13,199

As part of the process, the successful bidder is also required to submit a temporary change order with the Utah Division of Water Rights and reimburse the Town for the Water Distribution Assessment that is associated with the water rights.

Once the Board awards the Water Lease Agreement, staff will post a notice for a 30 day protest period and follow up with the temporary water change application and payment for the reimbursement of the distribution assessment that was recently paid by the Town.

FINANCIAL IMPLICATIONS:

- The funds that the SSD receives for the water rights for the 2024 irrigation season will be identified in the Town's water fund.
- The Water Distribution Assessment for 2024 associated with the water rights is \$553.55 recently paid by the Town.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends awarding the Water Lease Agreement to Robert Parker in the amount of \$13,199 for the 2024 irrigation season.

PROPOSED MOTION:

I move to adopt resolution SSD-036, authorizing a Water Lease Agreement to Jeffrey Parker in the amount of \$13,199 for the 2024 irrigation season as presented.

ATTACHMENTS:

A – Resolution No. SSD-036

BRIAN HEAD SPECIAL SERVICE DISTRICT, UTAH

April 23, 2024

RESOLUTION SSD-____

**A RESOLUTION AUTHORIZING A WATER RIGHTS LEASE AGREEMENT
WITH _____ FOR THE 2024 IRRIGATION SEASON.**

A. **WHEREAS** the Town of Brian Head (the "**Town**") and the Brian Head Special Service District, Utah (the "**District**") previously entered into an interlocal cooperation agreement titled Amended and Restated Water Rights Lease and dated September 22, 2009 (the "**2009 Lease Agreement**") whereby the District leases certain water rights that it owns (the "**Water Rights**") to the Town in exchange for payment of money to finance the purchase of those Water Rights.

B. **WHEREAS** the Town and District amended the 2009 Lease Agreement to allow District to lease the Water Rights or a portion of the Water Rights if Town does not intend to use them during a certain irrigation season.

C. **WHEREAS** the Town does not intend to beneficially use the portion of the Water Rights identified as water right number 75-2019 ("**WR 75-2019**") during the 2024 irrigation season, and _____ ("**Lessee**") desires to enter into a water rights lease agreement with the District to use WR 75-2019 supplementally for irrigation purposes with other water rights owned by the Lessee for the 2024 irrigation season.

D. **WHEREAS** the Governing Body of the District has determined that entering into a Water Rights Lease agreement with the Lessee in substantially the form attached as Exhibit A (the "**Water Rights Lease Agreement**") is in compliance with the 2009 Lease Agreement, as amended, and will benefit and serve the purposes of the District.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Brian Head Special Service District, Utah as follows:

Section 1. The Water Rights Lease Agreement with the Lessee promotes the purposes for which the District has been established.

Section 2. The Water Rights Lease Agreement in substantially the form presented to this meeting and attached hereto as Exhibit A is in all respects approved, authorized, and confirmed. The appropriate officials of the District are authorized to approve the final terms and to execute the Water Rights Lease Agreement on behalf of the District in the form and with substantially the same content as set forth in Exhibit A.

Section 3. The Governing Body directs the District Clerk to be prepared and publish one time in the Spectrum a notice of agreement in substantially the form attached as Exhibit B. The District Clerk is directed to make a copy of this Resolution and a copy of the Water Right Lease Agreement available for review at the Clerk's office during regular business hours for 30 days after the publication of the notice of agreement. During that 30-day period, any person in interest may contest the legality of this Resolution or the Water Right Lease Agreement. After that 30-day period has passed, no one may contest this Resolution or the Water Right Lease Agreement for any cause whatsoever.

Section 4. All regulations, orders and resolutions of the District or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency.

Section 5. The Clerk is directed to complete the attached Record of Proceedings.

Section 6. This Resolution shall become effective immediately upon adoption.

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the Governing Body of the Brian Head Special Service District, Utah this ____ day of April, 2024

**BRIAN HEAD SPECIAL SERVICE
DISTRICT, UTAH**

By: _____
Clayton Calloway, District Chair

ATTEST:

Nancy Leigh, District Clerk

(S E A L)

RECORD OF PROCEEDINGS

April 23, 2024

The Governing Body of the District met in public session at its regular meeting place in the Town of Brian Head, Utah, at 1:00 p.m., or as soon thereafter as feasible, on April 23, 2024 with the following members present:

Clayton Calloway
Martin Tidwell
Larry Freeberg
Kelly Marshall
Mitch Ricks

District Chair
Board Member
Board Member
Board Member
Board Member

Also present:

Nancy Leigh
Bret Howser

District Clerk
District Manager

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, and after other matters not pertinent to this resolution had been discussed, the Clerk presented to the Town Council a Certificate of Compliance With Open Meeting Law with respect to this April 23, 2024 meeting, a copy of which is attached.

Board Member _____ then introduced and moved the adoption of the foregoing resolution, which motion was seconded by Board Member _____ and the motion was passed as follow:

AYE:

NAY:

ABSTAIN:

CERTIFICATE OF DISTRICT CLERK

I, Nancy Leigh, the duly qualified and acting Clerk of the District, certify according to the records of the District in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Governing Body held on April 23, 2024, including a resolution adopted at that meeting as the minutes and resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed the official seal of the District this _____ day of April, 2024.

Nancy Leigh, District Clerk

(S E A L)

DRAFT

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Nancy Leigh, the Clerk of the District, certify, according to the records of the District in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than 24 hours public notice of the agenda, date, time, and place of the April 23, 2024 public meeting held by the Governing Body as follows:

(a) By causing a Meeting Notice, in the form attached, to be posted at the District's principal offices at least 24 hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation within the District at least 24 hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

DATED this _____ day of April, 2024.

Nancy Leigh, District Clerk

(S E A L)

[Attach Meeting Notice]

EXHIBIT A

WATER RIGHTS LEASE AGREEMENT

DRAFT

EXHIBIT B

NOTICE OF AGREEMENTS

On April 23, 2024, the Governing Body of the Brian Head Special Service District, Utah (the "District") adopted a resolution (the "Resolution") authorizing the District to enter into a Water Rights Lease Agreement for the 2024 irrigation season (the "2024 Lease"). Other than the lease of those water rights, the 2024 Lease does not affect the property rights of the District, and the 2024 Lease does not impose any obligations on the District other than the obligations related to the lease of the water rights. The term of the 2024 Lease term will be the 2024 irrigation season.

Copies of the Resolution and the 2024 Lease are and will be available for review at the Town Clerk's office located at 56 N. Hwy. 143 in Brian Head, Utah during regular business hours from 9:00 a.m. to 4:30 p.m. Monday-Friday for 30 days after the publication of this notice. During that 30-day period, any person in interest may contest the legality of the Resolution or the 2024 Lease. After that 30-day period has passed, no one may contest the Resolution or the 2024 Lease for any cause whatsoever.

DATED: ____ April, 2024

/s/ Nancy Leigh
District Clerk/Town Clerk

WATER RIGHTS LEASE AGREEMENT

THIS AGREEMENT is entered this _____ day of April, 2024 by and between Brian Head Special Service District ("**Lessor**") and _____ ("**Lessee**").

RECITALS

A. Lessor is the actual and record owner of water right number 75-2019 (the "**Water Right**"), approved for use of 243.08 acre-feet of water per year for irrigation use.

B. Lessee desires to use the Water Right for irrigation purposes with other water rights owned by the Lessee for the 2024 irrigation season.

C. Lessor and Lessee will file a temporary change application to temporarily change the approved points of diversion and place of use of the Water Right necessary to allow use by Lessee for the 2024 irrigation season.

D. Lessee desires to lease the Water Right from Lessor upon the terms and conditions set forth in this Agreement.

AGREEMENT

1. Lease Agreement. Lessor hereby leases the Water Right to Lessee to use up to 243.08 acre-feet of water with other water rights owned or held by Lessee for irrigation use during the 2024 irrigation season. The water leased under this Agreement shall be diverted from one or more of Lessee's underground wells and used on Lessee's property, as more particularly described in a temporary change application filed with the Utah Division of Water Rights, with the form of temporary change application to be prepared by Lessee and approved in writing by Lessor, in its reasonable discretion, before filing (the "**Temporary Change**").

2. Lease Payments. As the lease payment, the Lessee will pay Lessor a one-time, up-front rent payment equal to \$_____ which shall be paid before Lessee may divert any water under the Water Right. In addition to the lease payment described above, Lessee shall also pay the filing fee associated with the Temporary Change and reimburse Lessor for any Water Distribution Assessment associated with the Water Right for the 2024 irrigation season.

3. Diverting Works. All water diverted and used by Lessee shall be diverted from Lessee's groundwater wells described in the Temporary Change, and Lessee shall have the sole obligation and responsibility to develop, maintain, and operate, at its sole cost, the groundwater wells and water works to divert and use the water leased hereunder. Lessor shall have no responsibility or obligation for developing, maintaining, operating, or paying for any diversion and water works necessary for Lessee to divert

and use the water under this Lease, and Lessor shall have no obligation to deliver water to Lessee.

4. Indemnification. Lessee agrees to indemnify, defend, and hold the Lessor harmless from any and all liability, claims, demands, judgments, actions, and proceedings arising out of Lessee's taking and subsequent use of water pursuant to this Lease.

5. Termination. Lessee's failure to pay the lease payment and costs described in paragraph 2 when due shall constitute a default. Upon such default, the Lessor shall provide Lessee with a written notice of default explaining the nature of the claimed default. Service of the notice shall be deemed complete upon the date of depositing the same, registered, or certified mail, return receipt requested, postage prepaid, in the United States Post Office, and addressed to Lessee at its last known address. If Lessee does not cure a default within ten (10) business days of the date of service of the notice of default, then Lessor shall have the right to terminate this Agreement, and Lessee shall be liable to Lessor for any payments or costs due but unpaid.

6. Attorney's Fees. In any action arising out of an alleged breach of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

7. Assignment. This Agreement may only be assigned with written consent of the other Party. Such written consent shall not be unreasonably withheld by either party.

8. Notice. All notices shall be in writing by personal service, by mail, by electronic, or facsimile transmission, and shall be deemed to have been given as follows: on the date of personal service; on the date of post mark if by regular mail; on the date of the transmission if by facsimile transmission. For purposes of this Agreement, notice shall be addressed to the parties at the following addresses, facsimile numbers, and/or telephone numbers:

Lessor:
Brian Head Special Service District
Attn: Nancy Leigh
56 N. Hwy 143
P.O. Box 190068
Brian Head, UT 84719
nleigh@bhtown.utah.gov
Telephone: (435) 677-2029

Lessee:

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

9. No Waiver. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing signed by the party intended to be benefited by the provisions and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

10. Drafting Party. This document has been and shall be deemed to be a product of joint drafting by the parties and there shall be no presumption otherwise.

11. Captions. The captions and headings in this Agreement are for convenience only and shall not be considered in construing any provision contained in this Agreement.

12. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between Lessor and Lessee. All negotiations, representations, warranties, and other agreements between the parties and related to the Water Right are merged herein.

13. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Utah.

[Signature Page Follows]

DATED AND EFFECTIVE as of this _____ day of April, 2024

Lessor:
Brian Head Special Service District

Clayton Calloway, Chair

Attest:

Nancy Leigh, District Clerk

Lessee:



STAFF REPORT TO THE TOWN COUNCIL

ITEM: FY 2025 STRATEGIC PLAN ADOPTION

AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: April 23, 2024
TYPE OF ITEM: Legislative Action

SUMMARY:

Council will consider the attached FY 2025 Strategic Plan for adoption by resolution.

BACKGROUND:

Council met at a Strategic Planning Retreat in January and reviewed the Community Vision, Town Goals, and FY 2024 Strategies & Action Steps. Based on discussion and direction from that retreat, staff has drafted a proposed FY 2025 Strategic Plan.

Council reviewed the upcoming year's proposed strategies/action steps on March 12 and March 26, and reviewed budget proposals in relation to these strategies on April 9. The attached draft of the strategic plan incorporates all changes that resulted from those discussion.

ANALYSIS:

The FY 2025 Strategic Plan is attached. The attached plan is a collaboration of the Administration, Public Works, and Public Safety Departments.

Staff recommends that the Council adopt the attached strategic plan.

FINANCIAL IMPLICATIONS:

The FY 2025 budget is based on this strategic plan.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Council should review the attached Draft FY 2025 Strategic Plan and direct staff regarding any changes they would like to see. The Council should adopt the Strategic Plan by resolution, with any changes noted.

PROPOSED MOTION:

I move to adopt resolution No. 24-542 adopting the Fiscal Year 2025 Strategic Plan for Brian Head Town

ATTACHMENTS:

A – Resolution Adopting FY 2025 Strategic Plan



RESOLUTION No. 24-____

A RESOLUTION ADOPTING THE FISCAL YEAR 2025 STRATEGIC PLAN BASED ON THE BRIAN HEAD COMMUNITY VISION STATEMENT.

WHEREAS, the Town Council adopted the Community Vision with the intent to develop an overall vision of the Town's culture, environment, and economy into a statement reflecting the Town: "Brian Head is a Rustic Mountain Village with Diverse Recreation and Complementary Commercial Opportunities Where People and Nature Co-Exist", and;

WHEREAS, the Town Council held their annual Strategic Planning Retreat January 23, 24, 2024 to review and discuss potential strategies, goals, and action steps for the FY2025 Strategic Plan; and,

WHEREAS, with the adoption of the Community Vision; the Town Goals, Strategies, Action Steps, and Resource Allocations were developed as a policy making and administrative tool to strengthen the continuity of the Council's objectives, community vision and staff's performance, and;

WHEREAS, the 2025 Fiscal Year Strategic Plan identifies the Goals, Strategies and Action Steps are hereby presented and approved by the Town Council as the guiding document for operations in the Town for fiscal year 2025.

NOW THEREFORE BE IT RESOLVED by the Brian Head Town Council of Brian Head, Iron County, State of Utah, the following attachment "A" Fiscal Year 2025 Strategic Plan is hereby adopted:

DATED this ____ day of April 2024.

TOWN COUNCIL VOTE:

Mayor Clayton Calloway	Aye
Council Member Martin Tidwell	Aye
Council Member Kelly Marshall	Aye
Council Member Larry Freeberg	Aye
Council Member Mitch Ricks	Aye

BRIAN HEAD TOWN

Clayton Calloway, Mayor

ATTEST:

Nancy Leigh, Town Clerk

(SEAL)

FISCAL YEAR 2025 STRATEGIC PLAN

BRIAN  HEAD

*Proposed
March 12, 2024*



CONTENTS

PURPOSE STATEMENT

Brian Head Town exists to serve the interests of its residents, homeowners, businesses and guests. As a local government entity, the Town Council and staff strive to accomplish those things which Town stakeholders expect of their local government in the most efficient manner possible. To accomplish this, the Town engages in a detailed and thorough strategic planning process which is described in these pages.

This document focuses on the strategies which will be administered by the staff of Brian Head Town in order to pursue the goals of the Town Council and effectuate the vision set forth by the community. Many of these strategies may be ongoing or long-term in nature, but each strategy will be pursued to one degree or another during the course of Fiscal Year 2025 (July 1, 2024 thru June 30, 2025).

Certain action steps which will be carried out in pursuit of these strategies are also detailed herein. These action steps, along with typical day-to-day duties, make up the work plan for staff for the fiscal year. This document stems from the Community Vision and serves as the basis for the fiscal year budget.

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STRATEGIC PLANNING PROCESS

Brian Head Town engages in strategic planning in order to ensure that the community's expectations of its local government are being met. Through strategic planning, all resources (meaning every tax dollar spent and each man hour worked) are tied back to a clear community vision through goals, strategies, and action steps.

The elements of strategic planning shown here are intended to establish what it is the residents and guests of Brian Head expect from their local government by 1) defining a vision, 2) fleshing out that vision in a set of outcome-oriented goals, 3) developing strategies to effectuate those goals, 4) identifying the action steps staff will take in pursuit of the strategies, and 5) allocating resources to these actions. In this manner, we will better ensure that finite resources are being most effectively applied toward achieving what the community ultimately expects of its local government.

COMMUNITY VISION

In August of 2013, the Town Council directed town staff to re-establish a community vision which would drive a new effort in strategic planning. A focus group of individuals representing various facets of the community was assembled to look at Brian Head through the lenses of culture, economy, and environment, and from their discussion and brainstorming on those topics derive a single

unifying statement defining a vision of what Brian Head is and hopes to become. The Brian Head Town Community Vision was then submitted to the public and Council for approval in a series of public hearings in September and October 2013.

STRATEGIC PROCESS

COMMUNITY

VISION



TOWN

GOALS



STRATEGIES



ACTION

STEPS



RESOURCE ALLOCATION

The Council adopted the Brian Head Town

Community Vision which is summarized in the statement at the bottom of this page. Further information about this vision, including more detailed descriptions of the current and ideal culture, environment, and economy of the Town are included in the Brian Head Town Community Vision document available online at www.brianheadtown.utah.gov or by contacting Town Hall at 435-677-2029.

TOWN GOALS

Following adoption of the community vision, the Town Council developed a set of Town goals which flow from the vision. These goals highlight aspects of the vision which require special attention from the staff. Council will review these goals annually to monitor the progress made on each goal and may modify these goals in the short term. The goals are detailed more particularly in the following section of this document.

***BRIAN HEAD IS A RUSTIC MOUNTAIN VILLAGE WITH
DIVERSE RECREATION AND COMPLEMENTARY
COMMERCIAL OPPORTUNITIES WHERE PEOPLE AND
NATURE CO-EXIST***



STRATEGIC PLANNING PROCESS

STRATEGIES & ACTION STEPS

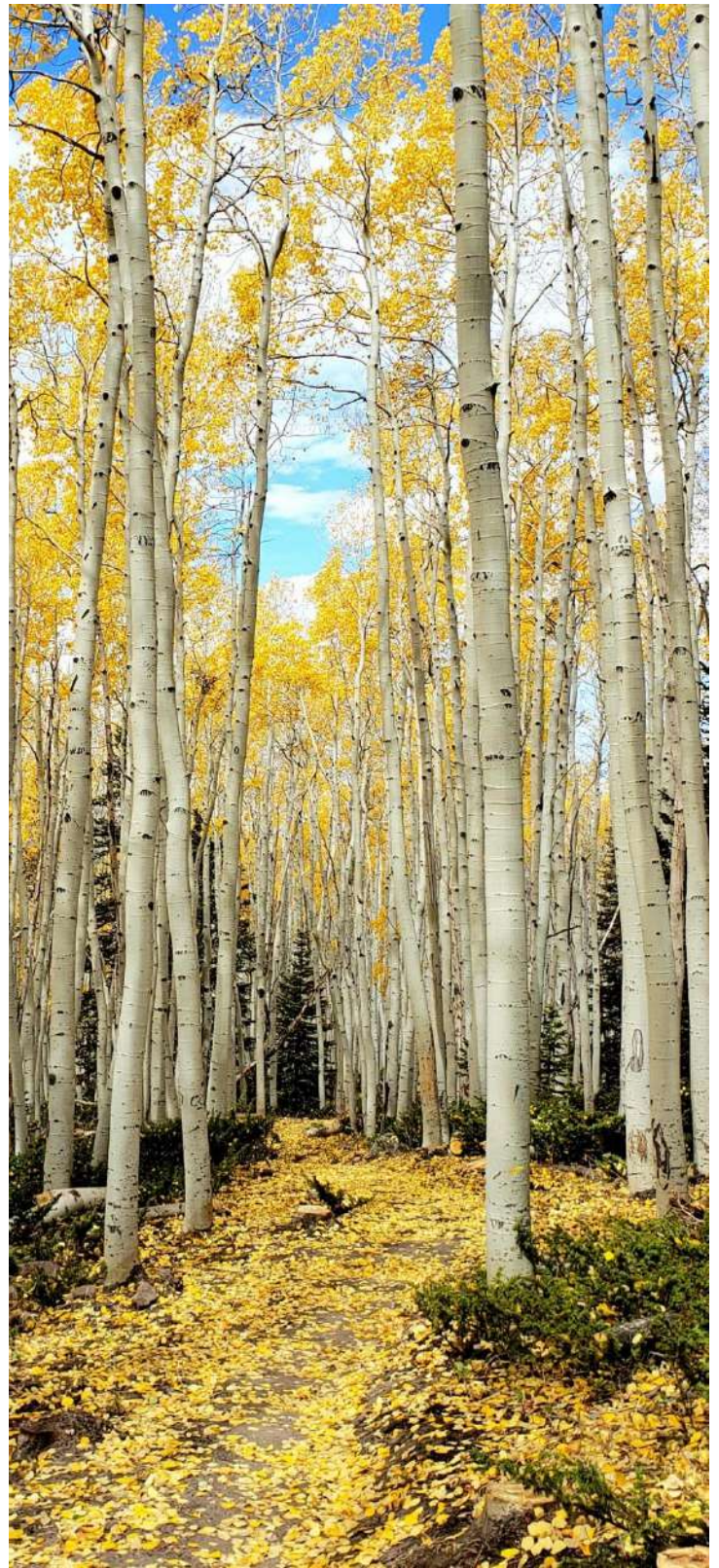
This FY 2025 Strategic Plan document deals with the strategies and action steps portion of the strategic planning process. These elements were developed by Town staff and have been crafted particularly to bring about the Town goals and community vision.

Each year, the Council and staff reviews strategies or services currently provided by Brian Head Town and we ask ourselves what aspect of the community vision or Town goals this activity serves. If a given strategy is geared toward achieving one the goals or the vision, it remains in the strategic plan, and in many cases is enhanced with new action steps. If a strategy is not determined to be effectively achieving the vision or goals, it is modified or discarded. Where Town goals are being addressed by few current services or programs, strategies may be added along with associated action steps.

The remainder of this document describes these strategies and action steps for the upcoming fiscal year.

RESOURCE ALLOCATION

With the vision, goals, strategies and action steps all identified, what remains is to allocate time and resources to these elements. This is done each year through the budget process. The details of resource allocation are contained in the Town's budget document, which has been formatted to align budget data with these elements of strategic planning. The draft FY 2025 Budget Document will be completed in April 2024 and can be found online at www.brianheadtown.utah.gov or by contacting Town Hall at 435-677-2029.



TOWN GOALS

Each January the Town Council meets in a Strategic Planning Retreat to set broad guiding strategic policy for the year. During this retreat, the Council reviews the Town's progress toward the existing Town Goals and considers any potential modifications of the Town Goals.

The following goals were derived from the Community Vision and have been set by the Town Council to guide policy and action for Brian Head Town during Fiscal Year 2025.

Economy

- 1) Enhance the Brian Head Experience
- 2) Attract more visitors especially in Summer & Fall
- 3) Support local events
- 4) Maintain a business and development climate that is attractive to resort-complementary commercial establishments



Culture

- 1) Foster a stronger sense of community and well-informed public discourse
- 2) Engage the community with information & activities that build unity
- 3) Increase livability of Town by making area more pedestrian and bike friendly
- 4) Mitigate impacts of resort economy on town culture

Environment

- 1) Maintain emphasis on and protect the natural environment
- 2) Guide growth of the built environment to be consistent with the General Plan and balanced with finite resources
- 3) Expand and improve the trails system
- 4) Develop a more polished image and first impression of the Town



STRATEGIES

ADMINISTRATION DEPARTMENT

The Administration department carries out a variety of day-to-day duties which are critical to the strategic approach of the Town. For the sake of brevity, these are not all listed under a strategy in this plan, but man hours of money spent on them will be included in the Budget Document under the corresponding strategy. The action steps listed below are explicitly spelled out in the plan because they are new, involve significant cost, represent policy or administrative direction, or require a certain degree of follow-up and accountability.

Public Information & Communication

Strategy: Hold regular open meetings and solicit public engagement (PI01)

Goals Impacted: Culture #1

Action Step	Lead Staff	By When
Hold Council Meeting each 2 nd /4 th Tuesday	N. Leigh	Ongoing
Hold Planning Commission each 1 st /3 rd Tuesday	L. Ross	Ongoing
Annual Community Input Forum	N. Leigh	12/2024
Conduct annual open meeting training	N. Leigh	03/2025
Partner with Resort to gather Town-centric input on Resort's surveys	N. Leigh	06/2025

Strategy: Communicate significant information to the public in proactive manner (PI02)

Goals Impacted: Culture #1 and #2

Action Step	Lead Staff	By When
Maintain Town Facebook page	B. Howser	Ongoing
Quarterly Mayor's message	C. Wallis	Quarterly
Monthly news/information poster (posted and emailed)	C. Wallis	Monthly
Community input/engagement activity at Fireman Breakfast	B. Howser	07/2024
Wrap digital marquee into shuttle stop at Town Hall	B. Howser	10/2024
Implement Governmental Website Privacy Notice	N. Leigh	12/2024
Complete backlogged Planning Commission minutes	N. Leigh	06/2025

Strategy: Keep Town Hall open and staffed with knowledgeable and personable personnel (PI03)

Goals Impacted: Culture #1; Economy #1

Action Step	Lead Staff	By When
Have front desk and phone coverage 9-5:00 all weekdays	B. Howser	Ongoing
Staff generally available to answer public inquiries 8-5:00 weekdays	B. Howser	Ongoing
Business/events licensing and fuel pump cross training refresher	N. Leigh	09/2024
Utility billing/bulk water cross training refresher	A. Hunter	12/2024
Building permit cross training refresher	L. Ross	03/2025



STRATEGIES

Strategy: Maintain clear and accessible records for the public (PI04)

Goals Impacted: Culture #1

Action Step	Lead Staff	By When
Update Brian Head history with newspaper clippings and news from Google alerts	D. Calloway	Ongoing
Acquire and implement AI minutes software	N. Leigh	09/2024
Renew records officer certification	N. Leigh	03/2025
Complete electronic archiving of physical bldg/planning records	L. Ross	06/2025
Complete electronic archiving of physical admin/public works records	N. Leigh	06/2025
Explore codification service for the Town Code	N. Leigh	06/2025

Strategy: Plan and carry out community events geared toward building Town unity (PI05)

Goals Impacted: Culture #1 & #2; Economy #1; Environment #1

Action Step	Lead Staff	By When
Advertise Town Events on electronic reader board	B. Howser	Ongoing
Fall Town cleanup (advertise it better)	C. Wallis	09/2024
Fall community hike and barbeque	B. Howser	09/2024
Spring Town cleanup	C. Wallis	05/2025
Brian Head Arbor Day event	N. Leigh	06/2025
Town fuel mitigation event	D. Benson	06/2025
Volunteer trail cleanup/maintenance	B. Howser	06/2025

Strategy: Celebrate Brian Head Town's 50 years (PI06)

Goals Impacted: Culture #1 & #2

Action Step	Lead Staff	By When
Elected Officials display board	N. Leigh	07/2024
Frontier Homestead Brian Head display	N. Leigh	12/2024
Scrapbook restoration/compilation	D. Calloway	12/2024
Audio recording compilation	N. Leigh	12/2024
Create video history	N. Leigh	12/2024
Publish Brian Head History Book	N. Leigh	12/2024
50 th Celebration Event	N. Leigh	03/2025



STRATEGIES

Community Development

Strategy: Maintain land management policies that reflect the Community Vision and General Plan (CD01)

Goals Impacted: Environment #1 & #2; Economy #4

Action Step	Lead Staff	By When
Attend Utah Land Use Institute Conference	L. Ross	10/2024
Revisit exterior cladding requirements	B. Howser	12/2024
Ensure light fixture requirements match policy expectations	L. Ross	12/2024
Revisit snow storage and parking requirements (guest parking)	L. Ross	12/2024
Revisit building spacing, density and landscaping requirements	L. Ross	12/2024
Revise ROS conditional uses to require mature trees to screen RV campgrounds	L. Ross	12/2024
Attend American Planning Association Conference	L. Ross	05/2025
Train Planning Commission 4-hrs per year	L. Ross	06/2025

Strategy: Provide clear, timely, customer-friendly planning/building reviews (CD02)

Goals Impacted: Environment #1 & #2; Economy #4

Action Step	Lead Staff	By When
Complete design review on all permits within 14 days	L. Ross	Ongoing
Implement land use online permits (include Special Assessment)	L. Ross	10/2024
Building season kickoff contractor/realtor information seminar	L. Ross	04/2025

Strategy: Conduct timely, equitable and professional building inspections (CD03)

Goals Impacted: Environment #2; Economy #4

Action Step	Lead Staff	By When
Complete all requested inspections within two business days	L. Ross	Ongoing
Update permit log on paper	L. Ross	Monthly
Provide Council with monthly permit/inspection report	L. Ross	Monthly
Submit state building fees/report	S. Williamson	Quarterly

Strategy: Ensure adherence to policies through consistent code enforcement (CD04)

Goals Impacted: Environment #1 & #2

Action Step	Lead Staff	By When
Code enforcement shifts on Saturdays (min 3/month in summer, busy weekends in winter)	A. Hunter	Ongoing
Deliver code enforcement report to Council end of summer/winter	A. Hunter	Biannually
Annual code enforcement refresher with Public Safety staff	A. Hunter	04/2025



STRATEGIES

Strategy: Implement workforce housing plan (CD05)

Goals Impacted: Economy #4

Action Step	Lead Staff	By When
Complete affordable housing inventory (U of U Student Group)	B. Howser	07/2024
Hold policy discussion on detached accessory dwelling units	B. Howser	12/2024

Strategy: Consider mutually beneficial annexations (CD06)

Goals Impacted: Culture #4; Environment #2; Economy #4

Action Step	Lead Staff	By When
Complete statutory annexation procedures	B. Howser	08/2024
Brian Head Unit 3 Annexation	N. Leigh	10/2024

Economic Development

Strategy: Support special events which draw visitors to the community (ED01)

Goals Impacted: Economy #2 & #3

Action Step	Lead Staff	By When
Advertise all events week prior on social media	B. Howser	Ongoing
Coordinate public services through event permitting	N. Leigh	Ongoing
Explore fees for event services with discounts for newer events	N. Leigh	07/2024
Research and present to Council drone show alternative	D. Benson	07/2024
4th of July fireworks (or drone show)	D. Benson	07/2024
Modify events page on website to have updated events drawn from tourism bureau database	B. Howser	07/2024
Redirect visitbrianhead.org to Town website visitor page	B. Howser	07/2024
New Year's fireworks	D. Benson	12/2024

Strategy: General area marketing (ED02)

Goals Impacted: Economy #2 & #4

Action Step	Lead Staff	By When
Quarterly business spotlight on social media	B. Howser	Quarterly
Administer summer marketing co-op	B. Howser	10/2024
Annual report to Council from Tourism Bureau	B. Howser	10/2024
Invite businesses to participate in marketing co-op	N. Leigh	03/2025
Administer winter marketing co-op	B. Howser	05/2025
Apply for 2025-26 marketing co-op	B. Howser	06/2025



STRATEGIES

Strategy: Build needed public infrastructure for resort commerce (ED03)

Goals Impacted: Economy #1 & #4; Environment #2

Action Step	Lead Staff	By When
Develop parking master plan with the Planning Commission	L. Ross	06/2025
Work with USFS on campground plan for Bear Flat	B. Howser	06/2025
Work with USFS on peak observation building restoration	B. Howser	06/2025
Funding strategy for center turn lanes	B. Howser	06/2025

Strategy: License businesses to ensure health, safety, and welfare (ED04)

Goals Impacted: Economy #1 & #4

Action Step	Lead Staff	By When
Implement CityInspect business licensing software	N. Leigh	07/2024
Revisit nightly rental ordinances/policy	N. Leigh	07/2024

Strategy: Facilitate mobility and decrease traffic through public transit (ED05)

Goals Impacted: Economy #1 & #4; Environment #1 and #4

Action Step	Lead Staff	By When
Increase shuttle service as necessary to meet demand	B. Howser	Ongoing
Explore feasibility of Town buy-in on Resort employee shuttle	B. Howser	10/2024
Price out canyon visitor shuttle (up-and-down with existing shuttles, with a midday run down the canyon)	B. Howser	10/2024
Put QR code with shuttle map on shuttle sign and info kiosks	B. Howser	11/2024

Strategy: Provide core goods and services which are not provided by private businesses (ED06)

Goals Impacted: Economy #1 & #4

Action Step	Lead Staff	By When
Maintain retail fuel service	N. Leigh	Ongoing
Identify potential space for child care business in community	B. Howser	Ongoing

Strategy: Encourage resort-commercial development within Village Core (ED07)

Goals Impacted: Economy #1 & #4; Environment #2

Action Step	Lead Staff	By When
Develop lot behind Town Hall to all-weather overflow parking	PW Director	10/2024
Resolve ice rink/Zamboni drainage issue	B. Howser	10/2024
Develop financial plan for Village Way parking expansion	B. Howser	06/2025



STRATEGIES

Strategy: Operate Visitor Center (ED08)

Goals Impacted: Economy #1 & #3; Environment #4

Action Step	Lead Staff	By When
Maintain visitor information on information kiosks	D. Calloway	Ongoing
Distribute brochures weekly	D. Calloway	Weekly
Annual guest services training (winter and summer)	D. Calloway	Biannual
Attend brochure swap	D. Calloway	Annual
Implement Saturday Visitor Center shift (test through summer)	B. Howser	07/2024

Strategy: Beautify Brian Head (ED09)

Goals Impacted: Economy #1 & #3; Environment #4

Action Step	Lead Staff	By When
Complete pilot dumpster enclosures	PW Director	07/2024
Refurbish/beautify Town entryway signs (finish up planter, etc)	PW Director	07/2024
Prepare tree by Mall for Christmas lights (make it permanent)	PW Director	09/2024
Work with Cedar Breaks Lodge on additional screening of maintenance yard	B. Howser	09/2024
Design street light beautification project	B. Howser	09/2024
Design and implement trail lighting upgrade	B. Howser	09/2024
Steam Engine Dr beautification (deadfall/rocks in shoulders)	PW Director	10/2024
Snowmelt/Cement/Masonry replacement at Town Hall	L. Ross	10/2024
Replace any defective holiday lights and purchase add'l lights	D. Calloway	10/2024
Evaluate effectiveness of dumpster enclosures and set plan for expansion	PW Director	10/2024
Holiday wrap wayfinding signs, skier bridge & tree by Mall entryway signs, Town Hall, pavilion, and ice feature	PW Director	11/2024
Community holiday tree lighting day(s)	D. Calloway	11/2024
Reconvene Art Committee to scope out next public art piece	B. Howser	12/2024
Pinecone art on entry signs	B. Howser	12/2024
Pinecone topper on info kiosks (depending on costs)	B. Howser	12/2024

Strategy: Better Connect Town with Businesses (ED10)

Goals Impacted: Economy #1 & #3; Environment #4

Action Step	Lead Staff	By When
Visit with business owners individually to discuss issues/concerns	B. Howser	Quarterly
Business community breakfasts	B. Howser	Semi-Annual
Notify Brian Head businesses of Chamber meetings	N. Leigh	Semi-Annual
Work with Parowan City to fund chamber position and expand Parowan Chamber to Parowan/Brian Head Chamber	B. Howser	09/2024
Participate in the Parowan Main Street scarecrow walk	A. Hunter	09/2024
State of the City address to Cedar City Chamber of Commerce	B. Howser	02/2025



STRATEGIES

Strategy: Preserve Dark Skies (ED11)

Goals Impacted: Economy #1 & #2; Culture #4; Environment #1, #2 & #3

Action Step	Lead Staff	By When
Create/send dark skies flyer to Brian Head cabin owners	B. Howser	07/2024
Work with major businesses/condos to bring private lighting into dark sky compliance	B. Howser	06/2025

Strategic Planning

Strategy: Foster strategic thinking and action throughout the organization (SP01)

Goals Impacted: General

Action Step	Lead Staff	By When
Executive strategic planning reviews	S. Williamson	Monthly
Work with ClearGov to develop new Council update report	B. Howser	07/2024
Work with ClearGov to refine the action step update process	B. Howser	07/2024
Plan 2024 strategic planning tour	B. Howser	07/2024
Carry out 2024 strategic planning tour	B. Howser	09/2024

Strategy: Gather data to help shape policy and strategy (SP02)

Goals Impacted: General

Action Step	Lead Staff	By When
Sales tax database updates	S. Williamson	Monthly
Annual resident satisfaction survey	N. Leigh	10/2024
Finalize sales tax database and input historical data	S. Williamson	12/2024
Develop visitor count annual report (with Tourism Bureau data)	B. Howser	12/2024

Strategy: Align resources with objectives in short and long term (SP03)

Goals Impacted: General

Action Step	Lead Staff	By When
Strategic planning retreat	S. Williamson	01/2025
Strategic plan update	S. Williamson	03/2025
Budget adoption	S. Williamson	06/2025



STRATEGIES

Strategy: Engage with the State Legislature to guard against pre-emption of local autonomy and unfunded mandates (SP04)

Goals Impacted: General

Action Step	Lead Staff	By When
Actively support Iron County Council of Gov'ts legislative efforts	B. Howser	Ongoing
Contact legislative representatives regarding proposed legislation that has potential ramifications for Brian Head, our Iron County neighbors, or cities/towns in general	B. Howser	Ongoing
Actively participate in weekly Legislative Policy Committee mtgs during legislative session	B. Howser	03/2025

Financial Management - GAIN EFFICIENCIES IN ORDER TO MAXIMIZE RESOURCES

Strategy: Receive and invest funds for greatest return at very low risk (FM01)

Goals Impacted: General

Action Step	Lead Staff	By When
Enhanced Service Fee database updates	N. Leigh	Quarterly
Compile existing financial policies into a single document	N. Leigh	07/2024

Strategy: Maximize grant revenue to offset tax burden on residents and local businesses (FM02)

Goals Impacted: Economy #3 and General

Action Step	Lead Staff	By When
Town staff select projects for each grant	S. Williamson	08/2024
UDOT TAP funding for Town Trail Phase IV	B. Howser	08/2024
Apply for restaurant tax grant	S. Williamson	10/2024
Complete Community Dev Block Grant (if we qualify)	A. Burton	12/2024
Apply for Office of Outdoor Recreation grants (Town Trail IV)	S. Williamson	02/2025
Apply for regional project for Community Funding Program	B. Howser	03/2025
Apply for Recreation Trails Program funding	S. Williamson	03/2025
Apply for Land & Water Conservation Fund funding (if available)	S. Williamson	04/2025
Apply for Federal Lands Access Program funding (if available)	S. Williamson	06/2025
Apply for water/sewer DEQ Grants	PW Director	06/2025



STRATEGIES

Strategy: *Minimize the risk of losing resources to injury or lawsuit (FM03)*

Goals Impacted: General

Action Step	Lead Staff	By When
Safety committee meetings	S. Williamson	Monthly
Administer safety incentive competition and trainings	B. Howser	Biannually
Annual safety inspection of public buildings	L. Ross	12/2024

Strategy: *Maximize efficiency through sound purchasing practices (FM04)*

Goals Impacted: General

Action Step	Lead Staff	By When
Bid out audit service	S. Williamson	07/2024
Bid out general engineering services	PW Director	07/2024
Bid out municipal building cleaning services	N. Leigh	09/2024

Strategy: *Prepare and share clear and accurate financial information (FM05)*

Goals Impacted: Culture #1 & General

Action Step	Lead Staff	By When
Transaction transparency report	S. Williamson	Quarterly
Employee compensation transparency report	S. Williamson	Annual
Carry out annual financial audit and prepare CAFR	S. Williamson	12/2024
Prepare annual impact fee report	S. Williamson	12/2024
Prepare budget document according to GFOA guidelines	S. Williamson	04/2025
Prepare annual RDA report	S. Williamson	06/2025

Strategy: *Set fee levels that cover costs but don't deter investment in the community (FM06)*

Goals Impacted: Economy #3

Action Step	Lead Staff	By When
Impact fee update	S. Williamson	07/2024
Calculate and consider street utility fee	S. Williamson	12/2024
Recalculate disproportionate STR license fees	B. Howser	04/2025
Update utility fee financial model and review with Council	S. Williamson	04/2025
Update and adopt consolidated fee schedule	S. Williamson	06/2025



STRATEGIES

Personnel Management - ENGAGE STAFF IN ORDER TO MAXIMIZE QUALITY OF SERVICE

Strategy: *Encourage employee physical, mental and emotional wellness (PM01)*

Goals Impacted: General

Action Step	Lead Staff	By When
Renew PEHP health plan	S. Williamson	12/2024
Hold URS personal retirement planning event	S. Williamson	10/2024
Hold Healthy Utah Fair	S. Williamson	03/2025

Strategy: *Establish a friendly and cohesive work environment (PM02)*

Goals Impacted: General

Action Step	Lead Staff	By When
Quarterly pot-lucks	A. Hunter	Ongoing
Annual holiday party	A. Hunter	12/2024

Strategy: *Recognize and Reward staff capable of providing “Resort Town Quality” service (PM03)*

Goals Impacted: General

Action Step	Lead Staff	By When
Council recognition for certifications, advancements, etc	Dep’t Heads	Ongoing
Instant recognition bonuses	S. Williamson	Ongoing
Public recognition of 5, 10, 15, 20 year service awards	Dep’t Heads	Ongoing
Award surplus bonuses (if surplus is available)	S. Williamson	09/2024
Employee Christmas cards	B. Howser	12/2024
Update compensation planning benchmarked at 85 th percentile of the market and implement	S. Williamson	03/2025

Strategy: *Help employees progress toward their ideal through comprehensive goal setting (PM04)*

Goals Impacted: General

Action Step	Lead Staff	By When
Annual strategic/personal development check-in with employees	B. Howser	Ongoing



STRATEGIES

PUBLIC SAFETY DEPARTMENT STRATEGIES

The Public Safety Department carries out a variety of day-to-day duties which are critical to the strategic approach of the Town. These include providing 24-hour coverage of the Town, increasing manpower/coverage during busy weekends/holidays, responding to hazard calls as they arise, providing traffic control during events, carrying out fire inspections as needed, and attending various trainings. For the sake of brevity, these are not all listed under a strategy in this plan, but man hours of money spent on them will be included in the Budget Document under the corresponding strategy. The action steps listed below are explicitly spelled out in the plan because they are new, involve significant cost, represent policy or administrative direction, or require a certain degree of follow-up and accountability.

General Public Safety Strategies

Strategy: Prepare for emergencies by utilizing Nat'l Incident Mgt System (ICS) and the Town's Emergency Operations Plan (EOP) (PS01)

Goals Impacted: General

Action Step	Lead Staff	By When
Complete ICS 100 for all <i>new</i> Town staff and elected officials	D. Benson	05/2025
Review and Update Brian Head EOP	D. Benson	06/2025

Strategy: Promote emotional and physical health and wellness necessary to meet the demands of a public safety officer (PS02)

Goals Impacted: General

Action Step	Lead Staff	By When
Participate in organized "Pride Hike" with all Public Safety staff	D. Guymon	10/2024
Mandatory annual mental health evaluation	A. Burton	01/2025
Annual pack test	D. Benson	06/2025
Provide quarterly health and wellness trainings	A. Burton	06/2025

Strategy: Improve community image and visibility (PS03)

Goals Impacted: Culture #1 & #2

Action Step	Lead Staff	By When
Weekly posts on Brian Head Public Safety Facebook page	A. Burton	Weekly
Annual Public Safety open house during 4 th of July	A. Burton	07/2024
Fireman pancake breakfast	D. Benson	07/2024
Labor Day parade	D. Benson	09/2024
Interfaith "9-11" gathering	D. Benson	09/2024
Participate in the annual Red Ribbon Week at Parowan Elementary	D. Abbott	11/2024
"Hero Day" at Brian Head Resort	D. Benson	03/2025
Annual Fire Extinguisher Training for business/general public	D. Abbott	06/2025



STRATEGIES

Strategy: Respond to public safety emergencies as they arise (PS04)

Goals Impacted: General

Action Step	Lead Staff	By When
Calendarize and conduct marshal truck and equipment inspections	D. Guymon	Quarterly

Strategy: Proactively provide emergency medical treatment for residents and visitors (PS05)

Goals Impacted: General

Action Step	Lead Staff	By When
Assist fire personnel in advancing medical training	J. Burton	Ongoing
Provide biannual community CPR, AED, first aid course	D. Abbott	Bi-Annually
Acquire new 12 Lead ECG	J. Burton	01/2025
Annual preventative service maintenance on 12 lead monitors	J. Burton	01/2025
Maintain our annual Quick Response Unit Certification	J. Burton	01/2025
Certify all Marshals as EMT's (New Recruit)	J. Burton	06/2025
Provide a wilderness medical responders course	J. Burton	06/2025

Marshal's Office Strategies

Strategy: Provide a proactive and highly visible police presence throughout the Town during all hours of the day and night (MA01)

Goals Impacted: General

Action Step	Lead Staff	By When
Patrol every road in the community once per shift	D. Guymon	Ongoing
Perform nightly security checks on our 24-hour businesses	D. Benson	Ongoing
Display vehicles on heavy weekends	D. Benson	Ongoing
Perform physical and visual checks of business properties that are closed for operation during evening and night hours	D. Guymon	Ongoing
Conduct focused traffic enforcement shifts along SR-143	C. Mathews	Quarterly



STRATEGIES

Strategy: *Train Deputies and give tools necessary to maintain a true public safety response (MA02)*

Goals Impacted: General

Action Step	Lead Staff	By When
Dive team trainings	J. Morgan	Quarterly
Biannual firearms qualification	J. Bettridge	Biannual
40 hours per year of EMS training per marshal	J. Burton	Annually
36 hours of fire training per year per marshal	D. Benson	Annually
40 hours of Law Enforcement training per year per marshal	D. Guymon	Annually
2 Dive team operations (dives) per year	J. Morgan	Annually
Annual Ice Rescue training refresher	B. Benson	Annually
30 hours of crisis intervention (mental health) training	D. Guymon	Annually
Audit Evidence Room	C. Mathews	Annually
Animal "catch pole" for vicious animals/dogs	J. Bettridge	12/2024
Send 1 deputy to the Utah County Firearms Instructor Course	J. Bettridge	06/2025
Acquire 1 set of breaching tools	D. Abbott	06/2025

Strategy: *Provide heightened police coverage during peak times (MA03)*

Goals Impacted: Economy #2 & #3 and General

Action Step	Lead Staff	By When
Utilize electronic message board for events	A. Dunlap	Ongoing
Deploy speed trailer on Hwy 143 during holiday/event weekends	A. Dunlap	Ongoing
Deploy car counter during heightened traffic events and times	A. Dunlap	Ongoing
Strictly enforce illegal parking issues	D. Benson	Ongoing

Strategy: *Keep Brian Head a multi-recreational community through OHV education and enforcement (MA04)*

Goals Impacted: Economy #1 & #3 and General

Action Step	Lead Staff	By When
Strictly enforce OHV issues	D. Benson	Ongoing
Dedicated OHV/Snowmobile enforcement shifts on weekends	A. Dunlap	Ongoing
Use message board to educate on new OHV laws	A. Dunlap	11/2024
Bi-weekly social media posts on OHV education	A. Burton	11/2024
Recruit part-time deputy pool to help with 24/7 enhanced coverage	D. Benson	06/2025



STRATEGIES

Fire Department Strategies

Strategy: Ensure that trained fire personnel and appropriate equipment are available to fight fire in Brian Head (FD01)

Goals Impacted: General

Action Step	Lead Staff	By When
Acquire 1 gas clip monitors	D. Benson	12/2024
Replace 1000' of worn hose on structural engines	D. Abbott	01/2025
Acquire suction hose for Timberwolf	D. Abbott	01/2025
Repair foam system on Timberwolf	D. Abbott	01/2025
Repairs to ladder truck to bring to certification standard	D. Benson	01/2025

Strategy: Retain and recruit wildland fire division personnel that can respond to fires outside of our community (FD02)

Goals Impacted: General

Action Step	Lead Staff	By When
Recruit an Engine Boss	D. Benson	Ongoing
Hire seasonal fire crew to do fuels mitigation and contract wildfire	D. Benson	07/2024

Strategy: Train all fire department personnel in the strategies and tactics used for structural and wildland fires as well as rescue operations (FD03)

Goals Impacted: General

Action Step	Lead Staff	By When
Complete a Structural FFII course	D. Abbott	12/2024
Create a training schedule for regular meetings that refresh fire department members on current tactics	D. Abbott	01/2025

Strategy: Keep our commercial properties safe from fire hazards (FD04)

Goals Impacted: General

Action Step	Lead Staff	By When
Process all recurring inspections every two years	N. Leigh	Ongoing
Monitor snow removal from around private hydrants and require property management/homeowners to remedy problems	D. Abbott	Ongoing
Re-evaluate 3 "Fire Pre-plans" quarterly on commercial properties and make appropriate adjustments to pre-plan	D. Abbott	Quarterly
Conduct annual fire inspections and hold accountable for remedying hazards found	D. Benson	06/2025



STRATEGIES

Strategy: *Work to improve Brian Head Insurance Service Office (ISO) rating (FD05)*

Goals Impacted: General

Action Step	Lead Staff	By When
Maintain NFIRS/UFIRS compliance	A. Burton	Ongoing
Maintain fire apparatus and record a maintenance log	D. Abbott	Monthly
Annually inspect/flow test all hydrants and record results in GIS	D. Benson	06/2025

Strategy: *Expand fuels reduction projects in and around Brian Head (FD06)*

Goals Impacted: General

Action Step	Lead Staff	By When
Track private fuel mitigation projects	A. Burton	Ongoing
Archery Range fuel reduction project (Phase II)	Wildland Crew	09/2024
Town chipping project	A. Burton	09/2024
Educate public on proper fuels mitigation/chipping pile prep	A. Burton	09/2024
Assist with community burn projects	D. Benson	09/2024
Pursue becoming a recognized "Fire Wise Community"	D. Benson	10/2024
Burn slash piles on Manzanita Trail	Wildland Crew	11/2024
Assist our Wildland Community Preparedness Committee to communicate with raw landowners regarding fire mitigation	D. Benson	06/2025

Strategy: *Work with Special Assessment Areas to improve fire protection through expanded infrastructure (FD07)*

Goals Impacted: General

Action Step	Lead Staff	By When
Guide potential sponsors through petition process	S. Williamson	As Needed
Provide notice, hold hearings, create resolutions and ordinances to establish SAA's	S. Williamson	As Needed
Secure financing/bonds for approved SAA projects	S. Williamson	As Needed



STRATEGIES

PUBLIC WORKS DEPARTMENT STRATEGIES

The Public Works Department carries out a variety of day-to-day duties which are critical to the strategic approach of the Town. These include certain maintenance functions, snow removal, and training. For the sake of brevity, these are not all listed under a strategy in this plan, but man hours of money spent on them will be included in the Budget Document under the corresponding strategy. The action steps listed below are explicitly spelled out in the plan because they are new, involve significant cost, represent policy or administrative direction, or require a certain degree of follow-up and accountability.

Streets Strategies

Strategy: Maintain and improve gravel roads (ST01)

Goals Impacted: General

Action Step	Lead Staff	By When
Mag Chloride (2) treatment on Aspen, Mountain View, Forest, Fox Run, Falcon, OHV Trail, Hidden Lake, Upper Hunter, Snowflake	T. Gurr	07/2024
Road blading on all dirt roads	R. Rose	07/2024
Earth Bind on Upper Hunter Ridge (trial basis)	K. Beaumont	09/2024
Improve Drainage Park-u-Pine Walk	M. Hepworth	09/2024
Bring Deer Trail to standard, improve drainage along with proposed water line extension	R. Rose	09/2024
Install road base with Earth Bind on CBME SAA Roads	K. Beaumont	09/2024
Install Earth Bind on Gurr Well Rd, Shady Dell and Fir per schedule	K. Beaumont	09/2024
Centerline bring up to standard Sunrise Circle and Blue Jay Way	K. Beaumont	09/2024
Work with homeowners on portions of Cory Cir and Arrow Leaf improvements	PW Director	09/2024
Improve drainage and culvert alignment on Snowflake	R. Rose	09/2024

Strategy: Maintain paved roads (ST02)

Goals Impacted: General

Action Step	Lead Staff	By When
Beautify Corner of Steam Engine and Alpine Court	R. Rose	08/2024
Improve Drainage on Steam Engine starting from Alpine Court and ending at open ditch	N. Wallis	08/2024
Oversee Cross Gutter Construction on Circle Drive	T. Gurr	09/2024
Sweep paved streets before and after major weekends and as needed	N. Wallis	
Culvert install on Steam Engine above Shady Dell	T. Gurr	10/2024



STRATEGIES

Strategy: Implement Streets Master Plan (ST03)

Goals Impacted: General

Action Step	Lead Staff	By When
Asphalt Repair Chip first portion of Ridge View	PW Director	09/2024
Crack Seal Phase II of Ridge View Streets Master	R. Rose	09/2024
Design 2025 Streets Project/Hold Fall Walk Thru	PW Director	10/2024
Draft pavement expansion plan	PW Director	01/2025
Bid Out 2025 Project	PW Director	02/2025

Strategy: Train staff to provide highest quality maintenance in safest manner possible (ST04)

Goals Impacted: General

Action Step	Lead Staff	By When
Attend Snow Conference	PW Director	Ongoing
Attend PWX Conference (every other year)	PW Director	Ongoing
Attend UDOT Annual Conference	PW Director	10/2024

Strategy: Snow Removal (ST05)

Goals Impacted: Economy #3 & General

Action Step	Lead Staff	By When
Clear each road within 4 hours and after 4" of accumulation	T. Gurr	Ongoing
Fill out storm plan before each storm and share with Public Safety	T. Gurr	Ongoing
Prepare snow removal equipment for season	N. Wallis	09/2024
Update snow removal policy for expedited road widening and expanded snow storage capacity (pending budget allotment)	PW Director	10/2024
Wrap Snow Cat	PW Director	10/2024
Materials acquisition (salt/cinders)	A. Hunter	10/2024
Repair and purchase tire chains	N. Wallis	10/2024
Maintenance and repair of blowers (in-house)	K. Beaumont	10/2024
Identify a snow dump site/Snow hauling plan	PW Director	10/2024
Build equipment turnaround on Ski View Drive	C. Leigh	10/2024
Revise Snow Removal policy for trail and Village Way/Parking and temporary one-way designation	PW Director	10/2024

Strategy: Street Lights & Signs (ST06)

Goals Impacted: Economy #1 & #3, Environment #4

Action Step	Lead Staff	By When
Identify and replace/repair damaged signs	M. Hepworth	07/2024



STRATEGIES

Strategy: Improve multi-modal transportation options (ST07)

Goals Impacted: Economy #1; Culture #1 & #3, Environment #2, #3 & #4

Action Step	Lead Staff	By When
Replace/add solar lighting along Town Trail	T. Kutcher	07/2024
Re-Paint crosswalks on paved trail	B. Johnson	07/2024
Install benches, trash cans and pet waste bags along Town Trail	PW Director	08/2024
Identify areas of Phase 1 that need to be re-constructed and include into Phase 4 construction	PW Director	09/2024
Engineering Town Trail Phase 4/hold fall walk thru	PW Director	09/2024
Apply for funding for Town Trail Phase 4	PW Director	09/2024
Bid Town Trail Phase 4 construction	PW Director	02/2024
Seal coat Phase 2/3/Pond Trail	B. Johnson	09/2024
Enhanced signage directing pedestrians to Town Trail	B. Johnson	09/2024
Install new snowmobile trail signage	B. Johnson	09/2024

Parks & Recreation Strategies

Strategy: Maintain recreation infrastructure at high quality (PK01)

Goals Impacted: Culture #2, Economy #1 & #3

Action Step	Lead Staff	By When
Clean and maintain park and Chair 1 restrooms	Seasonal Crew	Ongoing
Post summer/winter safety signs at park	B. Johnson	Ongoing
Attend Trails Conference	PW Director	Ongoing
Overseed and fertilizer around pond	B. Johnson	07/2024
Repaint basketball/pickleball court lines	B. Johnson	07/2024
Inspect/repair playground equipment	B. Johnson	07/2024
Inspect/repair picnic pads/tables/BBQ racks	B. Johnson	07/2024
Inspect/repair irrigation around pond	B. Johnson	07/2024
Re-sod areas of pond grass pods as needed	B. Johnson	07/2024
Remove thistle from Manzanita Trail	T. Gurr	07/2024
Crack seal/seal coat basketball/pickleball courts	B. Johnson	09/2024
Remove board edges from grass and level up	T. Kutcher	09/2024



STRATEGIES

Strategy: Expand/Enhance Open Space & Recreation Opportunities (PK02)

Goals Impacted: Environment #4; Economy #1 & #2

Action Step	Lead Staff	By When
Contract to plant additional trees at pond (tree committee)	B. Johnson	07/2024
Design Pavilion Improvement Project (including fire ring, benches)	PW Director	09/2024
Raise dirt and install new cement pads (2) improve drainage	B. Johnson	10/2024
Design pond algae control plan	B. Johnson	07/2024
Master plan “Archery Range” with Dog Park/Pump Track	B. Howser	07/2024
Design and construct dog park	PW Director	09/2024
Add signage on Town Trail Phase III re: Meadow Preserve	B. Howser	09/2024
Put a conservation easement on the Meadow	B. Howser	12/2024
Replace dock ramp and widen dock	PW Director	10/2024

Strategy: Enhance trails system consistent with Trails Master Plan (PK03)

Goals Impacted: Environment #3; Economy #1 & #3

Action Step	Lead Staff	By When
Open backcountry trails for the season	Seasonal Crew	07/2024
Annual maintenance/repairs on ATV Trail (clear back brush)	R. Rose	07/2024
Install Manzanita connector steps handrail	B. Johnson	07/2024
Maintain drainage on Paved Trails (shoulder/crack seal work)	T. Kutcher	07/2024
Cut back vegetation as needed on Paved Trails	T. Kutcher	07/2024
Bring OHV Trail signage back in line with signage plan	B. Johnson	07/2024
Maintain Parowan OHV Connector Trail	R. Rose	09/2024
Mag Chloride on OHV Trail (twice)	PW Director	09/2024
Complete Manzanita scenic overlook and trailhead	B. Johnson	09/2024
GIS for trail features inventory phase 1 and 2	M. Hepworth	09/2024
Construct Aspen Meadows Loop West Rim	B. Howser	10/2024
Install routed wood directional signage on Aspen Meadows Loop	B. Johnson	10/2024
Designate snowshoe trail parking and provide QR code map at south entrance	B. Howser	11/2024
Relocate Navajo Loop easements through Brooke Hill subdivision	B. Howser	06/2025
Design interpretive signate for Manzanita Trail	B. Howser	06/2025



STRATEGIES

Asset Management Strategies

Strategy: Administer Depreciable Asset Replacement Program (AM01)

Goals Impacted: General

Action Step	Lead Staff	By When
Replace computers/electronics according to schedule	B. Howser	Ongoing
Look for used forklift	PW Director	Ongoing
Revisit grader replacement plan	PW Director	07/2024
Order grader replacement (pending results of reworked plan)	PW Director	07/2024
Create Scada Program Management Plan	PW Director	07/2024
Acquire equipment/tools for new PW Operators	PW Director	09/2024
Purchase Hydraulic Hose Repair station	PW Director	09/2024
Replace two snowmobiles (pass down to PW)	D. Benson	10/2024
Replace one Deputy Marshal vehicle	D. Benson	10/2024
Replace Skid Loader	PW Director	10/2024
Replace 12' Truck Plow	PW Director	10/2024
Replace Marshal and Fire PPE per schedule	D. Benson	12/2024
Replace Public Safety Bldg snowblower	D. Benson	12/2024

Strategy: Maintain Public Facilities (AM02)

Goals Impacted: Culture #1, Environment #4

Action Step	Lead Staff	By When
Fix problems from quarterly inspections	M. Hepworth	Ongoing
Seal coat parking lots	PW Director	09/2024
PW Remodel Project	PW Director	10/2024
Re-Design PS Bldg parking lot	PW Director	10/2024
Identify Fix sewer issues at Town Hall	PW Director	10/2024
Site Development planning for New PW Building	PW Director	10/2024
Engineer New PW Building	PW Director	10/2024
Bid out Construction (pending site availability)	PW Director	02/2025
Attend tax sale to look for land for Town facilities	B. Howser	05/2025
Clean carpets and chairs annually at Town Hall & Public Safety	D. Calloway	06/2025

Strategy: Refine GIS Program (AM03)

Goals Impacted: General

Action Step	Lead Staff	By When
Ongoing training for GIS Aldo	PW Director	Ongoing
Ongoing training for Public Works staff on GIS data collection	PW Director	09/2024



STRATEGIES

Water System - PROVIDE SAFE, AFFORDABLE WATER VIA A RELIABLE STORAGE AND DISTRIBUTION SYSTEM

Strategy: *Meet State DEQ water quality standards (WA01)*

Goals Impacted: General

Action Step	Lead Staff	By When
Division of Drinking Water trainings (as available)	A. Hunter	Ongoing
Monthly/Annual testing per DEQ schedule	C. Leigh	Monthly
Maintain chlorination equipment	M. Hepworth	07/2024
Develop yearly list of required tests/reports and when they are due	A. Hunter	Ongoing
Attend Ground Water Conference	PW Director	12/2024
Rural Water training	A. Hunter	03/2025

Strategy: *Ensure sufficient water supply (WA02)*

Goals Impacted: General

Action Step	Lead Staff	By When
Distribute water conservation flyer to condos	A. Hunter	Monthly
Inclinometer Readings Fall/Spring	PW Director	Semiannually
Make lease payments to Parowan Reservoir Co	PW Director	01/2025
Consider policy to increase water acquisition fund charge	S. Williamson	07/2024
Fill Snow Making Pond	PW Director	08/2024
Oversee Construction of New Well	PW Director	09/2024
Install auto valve and vault for improved snow making control	M. Hepworth	10/2024
Figure out psi for resort shop problem	M. Hepworth	10/2024



STRATEGIES

Strategy: Maintain & Improve Water Storage & Distribution System (WA03)

Goals Impacted: General

Action Step	Lead Staff	By When
Repair system leaks/breaks/etc	K. Hatch	Ongoing
Continue to Audit/Maintain existing water meters and replace defective meters	A. Hunter	Ongoing
Purchase Hydrant Buddy Tool	PW Director	07/2024
Purchase small well inspection camera	PW Director	07/2024
Identify all properties that need shut off valves at property lines	C. Leigh	08/2024
Install Shut off on Property Line at Saw Mill Condos	R. Rose	08/2024
Install hydrants or flush points for no dead-end lines	R. Rose	09/2024
PRV maintenance	K. Beaumont	09/2024
Dive and clean next tank on list	T. Gurr	09/2024
Exercise all valves for maintenance	C. Leigh	09/2024
Oversee Generator Install at Million Gallon Pump Station	PW Director	09/2024
Oversee/Inspection of the mainline extension projects	PW Director	10/2024
Oversee/Inspection of Water Infrastructure Projects	PW Director	10/2024
Gather Data to Engineer Projects from grant application	PW Director	10/2024
Investigate and move Snowflake Booster to Town Hall Well	M. Hepworth	10/2024
Re-locate Dry Canyon Meter for better operation	K. Beaumont	10/2024

Sewer System Strategies - SAFELY AND AFFORDABLY DISPOSE OF SANITARY SEWER INTO AN APPROVED TREATMENT FACILITY

Strategy: Maintain & Improve Wastewater Collection System to DEQ Standards (SE01)

Goals Impacted: General

Action Step	Lead Staff	By When
Repair system leak	T. Gurr	Ongoing
Send Out Information on Infiltration to Condos/Residents for improvement Leaks of possible illegal sump pump connections to the sewer	A. Hunter	Ongoing
Test Bear Flat Well Semi Annually for Nitrate Monitoring Program	PW Director	Ongoing
Camera/Clean 20% of system	T. Gurr	09/2024
Locate and mark manholes in dirt (GPS)	PW Director	09/2024
Hunt down and destroy infiltration	N. Wallis	09/2024
Make inventory of manholes needing steps/Install what we can	N. Wallis	09/2024
Oversee Construction of Ponderosa, Snowshoe, Toboggan project	PW Director	09/2024
Locate and GPS sewer manholes in canyon from forebay to canyon sewer meter for flow capacity study	PW Director	09/2024
Collect Data to Engineer Sewer Projects (Pending Funding)	PW Director	10/2024
Bid Infrastructure Grant Projects (Pending Funding)	PW Director	02/2025



STRATEGIES

Strategy: *Treat wastewater consistent with DEQ standards (SE02)*

Goals Impacted: General

Action Step	Lead Staff	By When
Meet quarterly with Parowan to review flows and costs	B. Howser	Quarterly
Work with Parowan to collect lagoon data for expansion	PW Director	10/2024
Participate with Parowan in sewer treatment expansion project preliminary engineering	B. Howser	12/2024

Solid Waste Strategies

Strategy: *Collect solid waste regularly consistent with State regulations (SW01)*

Goals Impacted: Environment #1 & #4, and Economy #3

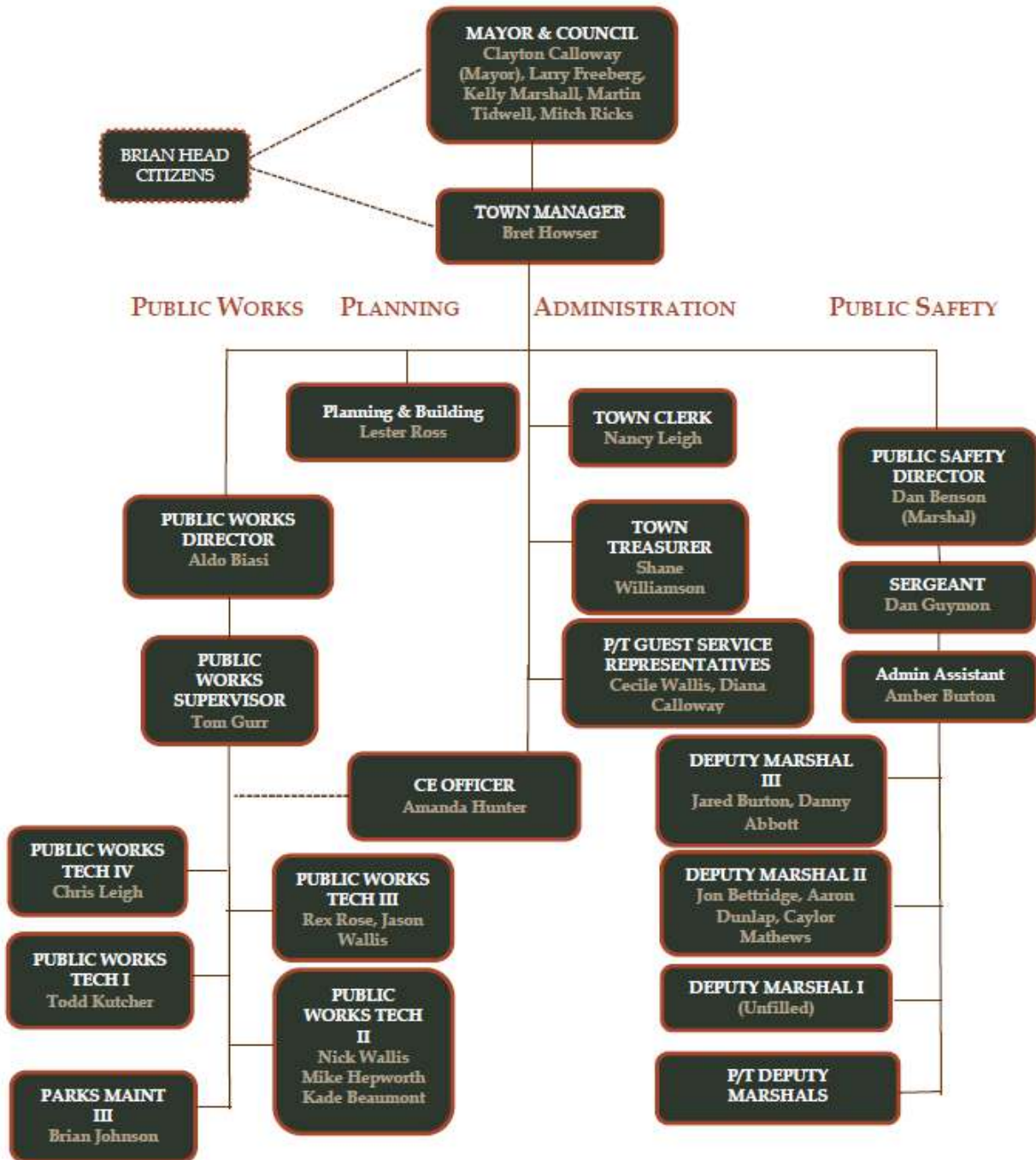
Action Step	Lead Staff	By When
Trash collection Mon, Wed, Fri, Sat, Sun (Summer)	T. Gurr	Ongoing
Trash collection Mon, Wed, Fri, Sat, Sun (Winter)	T. Gurr	Ongoing
Enhanced collection service during peak times	T. Gurr	Ongoing
Purchase new lids/containers as necessary	A. Hunter	Ongoing
Maintain approaches to dumpster locations	J. Wallis	Ongoing
Implement community cleanup dumpster twice year	A. Hunter	09/2024





APPENDICES

BRIAN HEAD TOWN - ORGANIZATIONAL CHART



APPENDIX B

Final FY 2024 Quarterly Strategic Update Report will be inserted upon completion





STAFF REPORT TO THE TOWN COUNCIL

ITEM: BUILDING INSPECTION SERVICE AGREEMENT

AUTHOR: Lester Ross
DEPARTMENT: Administration
DATE: April 23, 2024
TYPE OF ITEM: Administrative Action

SUMMARY:

The Town Council will review an agreement for building inspection services between Enoch City, Iron County, and Cedar City to comply with the requirements from SB 185.

BACKGROUND:

During the 2024 legislation session Senator Vickers introduced bill SB 185 Residential Building Inspection Amendments. As part of this bill every jurisdiction is required to have a third-party inspection firm list that a contractor can contact if an inspection is not done within three business days. It will allow the jurisdiction to contract with other jurisdictions to be the third-party inspection firm. We are in a 3rd class county so we are required to have three firms that we need contracted with before the 1st of May.

ANALYSIS:

To fulfill the requirements of SB 185, I have been working with Enoch City, Iron County, and Cedar City. Currently, Brian Head has an agreement with Enoch City in which we cover each other's inspections as needed, as we both only have one inspector. This agreement will replace the agreement with Enoch so that we are in compliance with State law.

Where we are required to have three firms, I've been working with the Iron County and Cedar City Building Departments on an agreement between. This inter-local agreement will make it possible that if Enoch is not available to cover the needed inspections that I would be able to contact either Cedar City or Iron County to cover the required inspections. In return, if one of their inspectors needs help and, if we are available, then we would cover their required inspections. As part of the agreement, fees have been included that could be invoiced, if needed, but before the inspection could be done the fees would need to be approved by the building official of each department.

Currently we are required to provide inspections within three business days. SB185 clarifies that if an inspection is requested at least three days in advance, then we are required to perform that inspection on the day that it is requested as long as it not a weekend or holiday. In the past year we have only had two inspections that were not done in the three-day time frame which was due to the contractor not ready for the inspection. Instead of failing the inspection, it just rescheduled for the next day. With this change I will have to fail the inspection and then reschedule it so that we can stay within the state's requirements.

If the Town got into a situation where we could not get an inspection done within the required time frame the contractor would first need to contact the Town and we would then approve the firm that would be doing the inspection and also schedule that inspection.

Before this happens, we would have already contacted one of the firms and made arrangements for them to cover the needed inspection.

STAFF RECOMMENDATION:

Staff Recommends that Council approve the agreement with Enoch city, Iron County and Cedar City for Building Inspection Service

PROPOSED MOTION:

I move to approve enter into a building inspection services agreement with Enoch City, Iron County and Cedar City for building inspection services as presented.

ATTACHMENTS:

- A. Building Inspection Service Agreement

BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2024, by and among **Iron County** and **Town of Brian Head** (collectively referred to as the "Parties" or individually as a "Party").

RECITALS

- A. Each Party has building inspectors with equipment and personnel trained to provide the inspections typically required to ensure compliance with building permits and building regulations.
- B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
- C. As a mutual benefit to all Parties and their residents, the Parties hereby enter into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party's jurisdiction at the request of the Party having jurisdiction.
- D. The Parties also intend to be on one another's "Third-party inspection firm list" as required by Utah Code Ann. §15A-1-105.
- E. The Parties intend by this Agreement to assist one another whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment are available for assisting other Parties.
- F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for mutual assistance and authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party's own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building Officials will investigate ways to overcome the burden.

2. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. **SERVICE AREA.** The area to be served by this Agreement includes the collective municipal area of **Iron County** and **Town of Brian Head**. By signing this Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance provided pursuant to this Agreement shall not require

any further approval by the governing body of any Party.

4. RESPONSE. The Parties will each provide their available personnel and equipment to assist any other Party upon request by any other Party, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. No Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

a. Mutual Assistance: Requests for assistance will typically be made from one Party's Building Official to another Party's Building Official when the requesting Party foresees that the requesting Party will be unable to perform one or more building inspections within three business days of a building permit applicant's request.

b. Third-Party Inspection Firm List: The Parties agree to be listed on one another's "third-party inspection firm list" as defined in Utah Code Ann. Section 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's request, and the building permit applicant is therefore entitled to select a third-party inspection firm pursuant to Utah Code Ann. §10-6-160(2)(b) or Utah Code Ann. §17-36-55(2)(b), and the building permit applicant selects and contacts another Party, the Party contacted by the building permit applicant shall notify the building permit applicant of the contacted Party's availability. At the building permit applicant's request, the contacted party shall schedule the building inspection according to availability.

5. FEES. For each calendar month, each responding Party will provide up to eight hours of building inspections to each requesting Party. A Party with jurisdiction over the building permit application will be considered the requesting Party for a building permit applicant's request. Additional hours will be billed at the rate of \$86.00 per hour, plus mileage. At the discretion of the responding Party, the responding Party may bill the requesting Party within 60 days of the end of the calendar month. Building inspections shall only be provided within the boundaries of the requesting Party and shall not be provided to cover areas outside the boundaries of the requesting Party even if the requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.

6. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when, in the sole discretion of the responding Party, performance will not jeopardize the building inspection services in the jurisdiction of the responding Party.

7. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

8. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.

9. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

10. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act.

11. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

12. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5)

year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

13. **ADDITIONAL PARTIES.** Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.

14. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah

15. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

16. **THIRD-PARTIES.** This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

17. **TITLES AND CAPTIONS.** The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

18. **NON ASSIGNABILITY.** No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

19. **NOTICES.** All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit "A", their respective contact information, and such contact information will be applicable until modified in writing.

20. **EXECUTION.** Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit "A". Upon such execution of the Agreement, each Party will provide all other Parties with an original

execution page.

21. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

22. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signatures hereafter]

AGREED TO AND ACCEPTED this ____ day of _____, 2024:

IRON COUNTY

MICHAEL P. BLEAK,
IRON COUNTY COMMISSION CHAIR

[SEAL]

ATTEST:

JONATHAN WHITTAKER
COUNTY CLERK

TOWN OF BRIAN HEAD

CLAYTON CALLOWAY,
MAYOR, TOWN OF BRIAN HEAD

[SEAL]

ATTEST:

NANCY LEIGH, TOWN CLERK

BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2024, by and among **Cedar City Corporation** and **Town of Brian Head** (collectively referred to as the "Parties" or individually as a "Party").

RECITALS

- A. Each Party has building inspectors with equipment and personnel trained to provide the inspections typically required to ensure compliance with building permits and building regulations.
- B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
- C. As a mutual benefit to all Parties and their residents, the Parties hereby enter into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party's jurisdiction at the request of the Party having jurisdiction.
- D. The Parties also intend to be on one another's "Third-party inspection firm list" as required by Utah Code Ann. § 15A-1-105.
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- F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for mutual assistance and authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party's own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building Officials will investigate ways to overcome the burden.

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3. **SERVICE AREA.** The area to be served by this Agreement includes the collective municipal area of **Cedar City** and **Town of Brian Head**. By signing this Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance provided pursuant to this Agreement shall not require

any further approval by the governing body of any Party.

4. **RESPONSE.** The Parties will each provide their available personnel and equipment to assist any other Party upon request by any other Party, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. No Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

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10. **EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA.** The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act.

11. **NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED.** This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

12. **TERM; EXECUTION; AGREEMENT TERMINATION.** This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5)

year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

13. **ADDITIONAL PARTIES.** Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.

14. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah

15. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

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17. **TITLES AND CAPTIONS.** The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

18. **NON ASSIGNABILITY.** No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

19. **NOTICES.** All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit "A", their respective contact information, and such contact information will be applicable until modified in writing.

20. **EXECUTION.** Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit "A". Upon such execution of the Agreement, each Party will provide all other Parties with an original

execution page.

21. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

22. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signatures hereafter]

AGREED TO AND ACCEPTED this ____ day of _____, 2024:

CEDAR CITY CORPORATION

GARTH O GREEN,
CEDAR CITY MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, CITY RECORDER

TOWN OF BRIAN HEAD

CLAYTON CALLOWAY,
MAYOR, TOWN OF BRIAN HEAD

[SEAL]

ATTEST:

NANCY LEIGH, TOWN CLERK

BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2024, by and among **Enoch City Corporation** and **Town of Brian Head** (collectively referred to as the "Parties" or individually as a "Party").

RECITALS

- A. Each Party has building inspectors with equipment and personnel trained to provide the inspections typically required to ensure compliance with building permits and building regulations.
- B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
- C. As a mutual benefit to all Parties and their residents, the Parties hereby enter into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party's jurisdiction at the request of the Party having jurisdiction.
- D. The Parties also intend to be on one another's "Third-party inspection firm list" as required by Utah Code Ann. § 15A-1-105.
- E. The Parties intend by this Agreement to assist one another whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment are available for assisting other Parties.
- F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for mutual assistance and authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party's own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building Officials will investigate ways to overcome the burden.

2. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. **SERVICE AREA.** The area to be served by this Agreement includes the collective municipal area of **Enoch City Corporation** and **Town of Brian Head**. By signing this Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. RESPONSE. The Parties will each provide their available personnel and equipment to assist any other Party upon request by any other Party, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. No Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

a. Mutual Assistance: Requests for assistance will typically be made from one Party's Building Official to another Party's Building Official when the requesting Party foresees that the requesting Party will be unable to perform one or more building inspections within three business days of a building permit applicant's request.

b. Third-Party Inspection Firm List: The Parties agree to be listed on one another's "third-party inspection firm list" as defined in Utah Code Ann. Section 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's request, and the building permit applicant is therefore entitled to select a third-party inspection firm pursuant to Utah Code Ann. § 10-6-160(2)(b) or Utah Code Ann. § 17-36-55(2)(b), and the building permit applicant selects and contacts another Party, the Party contacted by the building permit applicant shall notify the building permit applicant of the contacted Party's availability. At the building permit applicant's request, the contacted party shall schedule the building inspection according to availability.

5. FEES. For each calendar month, each responding Party will provide up to eight hours of building inspections to each requesting Party. A Party with jurisdiction over the building permit application will be considered the requesting Party for a building permit applicant's request. Additional hours will be billed at the rate of \$86.00 per hour, plus mileage. At the discretion of the responding Party, the responding Party may bill the requesting Party within 60 days of the end of the calendar month. Building inspections shall only be provided within the boundaries of the requesting Party and shall not be provided to cover areas outside the boundaries of the requesting Party even if the requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.

6. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when, in the sole discretion of the responding Party, performance will not jeopardize the building inspection services in the jurisdiction of the responding Party.

7. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

8. **GOVERNMENTAL IMMUNITY.** The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.

9. **INDEMNIFICATION.** Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

10. **EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA.** The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act.

11. **NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED.** This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

12. **TERM; EXECUTION; AGREEMENT TERMINATION.** This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5)

year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

13. **ADDITIONAL PARTIES.** Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.

14. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah

15. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

16. **THIRD-PARTIES.** This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

17. **TITLES AND CAPTIONS.** The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

18. **NON ASSIGNABILITY.** No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

19. **NOTICES.** All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit "A", their respective contact information, and such contact information will be applicable until modified in writing.

20. **EXECUTION.** Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit "A". Upon such execution of the Agreement, each Party will provide all other Parties with an original

execution page.

21. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

22. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

23. The July 11, 2023 Cooperative Agreement between the Town of Brian Head Building Department and Enoch City Corporation for Building Inspection Services is hereby repealed once this agreement is approved and signed by both parties.

[signatures hereafter]

AGREED TO AND ACCEPTED this ____ day of _____, 2024:

ENOCH CITY CORPORATION

GEOFFREY CHESNUT
ENOCH CITY MAYOR

[SEAL]

ATTEST:

LINDSAY HILDEBRAND
CITY RECORDER

TOWN OF BRIAN HEAD

CLAYTON CALLOWAY,
MAYOR, TOWN OF BRIAN HEAD

[SEAL]

ATTEST:

NANCY LEIGH, TOWN CLERK