



BRIAN HEAD

The Regular Meeting of the Brian Head Town Council

Brian Head Town Hall – Council Chambers

56 North Highway 143 – Brian Head, UT 84719

[www.Zoom.us \(Click Here\)](https://www.zoom.us/j/89817273822)

Via Zoom Meeting ID# 898 1727 3822

TUESDAY, NOVEMBER 14, 2023 @ 3:00 PM

MINUTES OF THE TOWN COUNCIL

Roll Call.

Members Present: Mayor Clayton Calloway, Council Member Larry Freeberg, Council Member Kelly Marshall, Council Member Martin Tidwell, Council Member Shaun Kelly.

Staff Present: Bret Howser, Town Manager; Nancy Leigh, Town Clerk; Lester Ross, Building and Planning Official.

A. CALL TO ORDER

Mayor Calloway called the regular meeting of the Town Council to order at 1:00 p.m.

B. PLEDGE ALLEGIANCE

Mayor Calloway led the Council and others in the Pledge of Allegiance.

C. DISCLOSURES

There were no conflicts of interest with today's agenda items. Mayor Calloway stated that the disclosure statements are on file with the Town Clerk and are available for public inspection during normal business hours.

D. APPROVAL OF THE MINUTES:

October 24, 2023 Town Council meeting

Motion: Council Member Tidwell moved to approve the October 24, 2023 Town Council minutes. Council Member Marshall seconded the motion.

Action: Motion carried 5-0-0 (summary: Yes = 5 Vote: Yes: Council Member Freeberg, Council Member Kelly, Council Member Marshall, Council Member Tidwell, Mayor Calloway).

E. REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS. Public input is limited to three (3) minutes on non-agenda items.

Nancy Leigh, Town Clerk, reported there will be a special Town Council meeting scheduled for December 6, 2023 to canvass the 2023 Municipal Election.

Council Member Marshall thanked all of the volunteers that participated with putting up the holiday lights that were put up throughout the town. Council Member Marshall reported that they will be putting up more lights this weekend for those who would like to help. Mayor Calloway commented that he also participated in putting up the holiday lights and believes that this is one of the better projects the Town has done and has created a lot of positive feedback.

Bret Howser, Town Manager



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1. The Public Works department is in the process of wrapping up its projects for the summer season.
2. The Phase 3 Town Walking Trail, Grand Opening log-cutting ceremony was held last week and was a success.
3. With the unveiling of Brian the Bear's public art piece, there has been an outpour of interest from the community. One couple, Jerry and Nancy Olsen who were inspired wanted to donate another 6' bear bench to the Town. They are working directly with the artist, Terrance Martin, to construct the bench and have requested an inscription be included in the bench "In solitude you see more clearly, donated by Jerry and Nancy Olsen". Bret explained he agreed with the inscription but did not bring it in front of the Council for approval first since it seemed it was in line with what the Council wanted. Bret requested input from the Council.
4. Bret reported that Nick Vasels would also like to put some public art on private property that he owns. Bret explained that there should be some guidelines for public art on public lands but wanted the Council's input for private properties. Mayor Calloway commented that he is glad to hear that people want to be involved with the Town. Mayor Calloway recommended that a committee be established to review requests for public art and forward their recommendations to the Council. Council Member Kelly reported that the Council had a previous discussion regarding something similar to this when the chairlift swing for past Mayor Deutschlander was presented and the Council stated that things such as benches and swings honoring people should be for those who have ties to the Town directly.
5. The new shuttle signs will be installed tomorrow with the new Town's branding on them. The new trailhead signs will also be installed.

Mayor Calloway

1. Did have a sneak preview of the Brian the Bear children's book and it looks like the book will be complete shortly.
2. The stonework around the Manzanita restroom and the Chair 1 The parking lot is completed and looks fantastic.

Ron Roth, History Committee Member, reported that he has been asked to focus on the early years of Brian Head and the surrounding area for the hardcover book that is being drafted. Ron reported that there were over 40 pioneer cabins and he has mapped each of the cabin locations and is working on a schematic for the book. Ron presented a framed picture of a kiosk that Cedar Breaks National Monument had on the history of Minnie's Mansion which was located inside the Monument's boundaries. Ron reported that David Burton's grandmother built Minnie's Mansion in 1921 which was a restaurant and lodging and there is not much left of the building now, but Cedar Breaks National Monument wanted to preserve the history so they made the kiosk showing the history of Minnie's Mansion. The kiosk was located in the North Overlook parking lot area and was there from 2016 through 2019 when it was removed. Ron reported that he had a copy of the framed picture made in a flash drive for Nancy Leigh, History Committee Chair, who will be able to use it for a history project as well.

F. AGENDA ITEMS:

1. **ASPEN MEADOWS DEVELOPMENT AGREEMENT ADOPTION.** Aspen Meadows Annexation Development Agreement.

Bret Howser, Town Manager, presented the fourth draft of the Aspen Meadows Annexation Development Agreement (see attached). Bret reported the Council discussed the following items during the last Council meeting:

1. Fire Station and the cost and timing of when the fire station would be built.



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2. Sewer Treatment language. The Council and developer did not agree upon the language for the sewer treatment.
3. Water Rights. The Town's Water Attorney has reviewed the water rights and was drafting the Water Holding Agreement which is a sister agreement to the Annexation Development Agreement. Bret reported that Matt Jensen, Water Attorney, is present on Zoom Meetings, to answer any questions the Council has regarding the water rights or Water Holding Agreement.
4. Bret reported that Matt Jensen was able to refine Exhibit H on the amount of water demand table.

Bret reported that since the last Council meeting, the following changes have been identified in the Annexation Development Agreement:

Fire Station:

1. Fire Station: \$2.7 million in estimated costs from the developer's engineers and 175 units to trigger it and if the building were to exceed that cost, the Town would need to either scale back the project or pay the difference.
2. The developer would agree to donate land for a public works building and a potential city center expansion next to the Town Hall. (In the developer's view, the additional donations have a value that more than makes up for the cost estimate difference between Alpha Engineering and Ensign Engineering.

Sewer Treatment

1. Bret reported that the Town is working with Parowan City and will be contracting with an engineer to get a number from the State for sewer treatment over the next year or so and will be working jointly on a project with Aspen Meadows and Parowan City.
2. The language that was proposed to Council in the September 2023 draft agreement was removed and the Town Attorney, Eric Johnson, was directed to identify legal language in this draft of the agreement that whatever the sewer capacity expansion project is, the Town and developer would participate proportionately.
3. A treatment plant would be designed to accommodate xxx amount of units from the town, Parowan City, Aspen Meadows, Iron County and any other participates in the Special Sewer District and each would pay their proportionate share and would split the cost of future expansion for a sewer treatment facility.
4. The Agreement identifies that the developer would be able to plat 300 density units and pay the Town \$3,500 per unit (which is loaning excess capacity that the Town may or may not have) in the sewer lagoons. Bret explained that it could be a year's worth of testing to determine that. Bret reported that the Town believes it may have the excess capacity and will rent that out for the 300 units until a longer-term solution is determined. The Agreement also identifies language for a Special Assessment Area to distribute the cost for the 1,167 additional units. Bret explained that this is the best scenario at this time for the best interest of the Town.

The Council discussed the following:

Water Rights:

1. Matt Jensen, Water Attorney, reported that Aspen Meadows will be required to bring water rights to the Town which include water sources; springs, wells, and water tanks as identified in the Annexation Development Agreement. Matt explained that the Water Holding Agreement deals with paper water rights.
2. The Water Holding Agreement is intended to ensure sufficient water rights for development and to keep those water rights in good standing since Aspen Meadows is a longer-term project (30 years). Utah is a use-it-or-lose-it state and with the water rights transferred to the Town, the water rights would be protected against forfeiture.
3. There are three categories identified for the Water Holding Agreement: a) 1st group: Water rights approved for the resort's purpose which was part of a 2007 application



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for 486-acre feet for resort expansion for commercial, domestic, irrigation, or snowmaking use and was part of litigation and a judgment was made that the downstream users were to be made whole. And it was a total of 486 acre-feet of water rights of diversion and 293.2 acre-feet of water rights of depletion. b) 2nd group: Water rights approved currently for irrigation in the Brian Head area. These water rights have been proven up and the State Engineers have issued a Certificate of Appropriation for 131.95 acre ft of water rights. In the dedication ordinance and general best practice, the Town would like to have the water rights for municipal purposes which gives an umbrella purpose and allows for other uses under the municipal designation. c) 3rd group: Maximum of 8 acre-feet of water rights that Aspen Meadows owns. It would cost more time and expense to transfer them to a municipal use than what they are currently worth. Aspen Meadows can use them for what they want and they are not part of the Agreement.

4. Aspen Meadows must provide a) title insurance to ensure they are free and clear, b) Municipal change of application to be transferred to the Brian Head Special Service District (SSD) to hold the water rights. Bret explained that it is important under the terms of the agreement to convey back the water rights whereas the Town cannot be due to state laws. Aspen Meadows will then transfer the water rights and in exchange for the water rights they will receive water credits equal to the number of acre-feet dedicated to the Town. The Town will have a ledger that will monitor each new phase of the development, currently looking at 0.25-acre ft. per residential connection and the type of unit with the ERC. Staff will review the plans and water table and the amount of water will be deducted from the ledger. Every five years the Town will true-up which is a measuring evaluation for the amount of water usage for the development and is based on the 90th percentile and will be the new standard for the next five years. The Town expects reduced water usage over the next five years and hopefully expects less than 0.25 acre ft. per connection over the course of the five years and the dedication or application of the credits will happen throughout the study.
5. The previous litigation and settlement between the Resort, Parowan Reservoir, and Parowan City required drilling some mitigation wells at the mouth of Parowan Canyon to make the downstream users whole. The obligation will remain with Aspen Meadows.
6. Matt explained some development can happen before the mitigation wells are drilled based on the Group 2 water rights. Matt reported that he has calculated how much water is available from those Group 2 water rights and those water rights are not subject to that mitigation obligation and felt comfortable advising the Town that 79.61 acre ft. of those water rights are available to transfer to the Town and that it would need to occur before any further development.
7. Matt stated that it is an important aspect of this Agreement for the Council to know that the Town is estimating that Aspen Meadows will need 309 acre feet of water rights for the entire project which is based on 2.5 acre feet per year. There are more water rights if you look at the diversion numbers, even looking at the depletion numbers that Aspen Meadows is putting into the Town. The Town will hold the extra water rights to ensure there are sufficient water credits available in a "water bank" for the Aspen Meadows development. If there are excess water rights, the agreement gives Aspen Meadows the flexibility to sell the credits and the best practice would be to do the future plans of build-out to protect the Town on the water rights.
8. Mayor Calloway inquired about the snowmaking agreement between the developer and the Resort which is identified as an independent agreement and does not involve the Town. Tom Pedagru, Brian Head Resort, recommended the water needed for snowmaking be doubled and would like it specifically identified in the Annexation Development Agreement or the Water Holding Agreement instead of an independent agreement with Aspen Meadows. Flint Decker reported that they would like to keep it as an independent agreement between Aspen Meadows and the Resort. Matt Jensen,



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Water Attorney, reported that the language in the agreement is vague by design since it was not determined how snowmaking was going to be handled. The agreement does allow to work a three-way agreement if determined. Bret explained that Exhibit H previously identified 69 acre feet of water rights, it was previously identified over 100 acre feet, but when reviewing it, it was decided otherwise. The Town did not want to agree to the snowmaking portion without the Resort's input and removed it from the Agreement. Bret explained that the Town would be happy to include it in the Annexation Development Agreement, but it would need to be identified between Aspen Meadows and Brian Head Resort and presented to the Town. Mayor Calloway recommended that the three parties; Aspen Meadows, Brian Head Resort, and Brian Head Town work it out together.

9. Mayor Calloway inquired if there are any springs located on Aspen Meadow's properties that could be developed. Flint responded there are springs located, but they have chosen not to develop them.
10. Fair Market Value per acre-foot of water rights. Matt Jensen reported that he identified an amount of \$10,000 for the purpose of title insurance which he identified by comps in the valley area.
11. Mayor Calloway inquired about truing-up every five years with the State when would the process happen and what would the rate be set at. Matt Jensen reported that the Division of Water Rights does not get in the middle of it but has their standard of 0.45 acre ft. which is equivalent to Division of Drinking Water base use standard of 400 gallons average use. But once converted to municipal, how much of the water rights to divert and how much are depleted, the Division of Drinking Water does not get into the middle of it. They may want to defer to the State Engineer on how much they want to dig into it. Curtis, Ensign Engineering, reported that the Division of Drinking Water identifies 800 gallons p/day per household on peak days.
12. Eric Johnson, Town Attorney, reported if the Town were to borrow money from the Division of Drinking Way, the loan would require a Water Master Plan, a Source Development Plan, and an Assessed Capacity Plan.
13. Council Member Tidwell inquired if the 0.25 for an ERU does not have any state oversight and is a recommendation and not a requirement. Discussion took place regarding a lower ERU number. Matt Jensen explained that if the Town is too aggressive and uses more water than water rights, it would be a big problem which is why we adopted the standards at the 90th percentile. If pumping more from wells and springs than what we have the right to do, the Town could be subject to enforcement action and there is oversight from the Division of Water Rights for exceeding the totals.
14. Aspen Meadows will transfer all of the water rights, 486 + 131.95 acre-feet of water rights.
15. Council Member Tidwell inquired as to the end of the Agreement and any water credits remaining. Bret responded that any remaining credits would be returned to Aspen Meadows.
16. Council Member Tidwell recommended that in Title 1 in the Title Insurance language, there are 10 business days to respond and recommended 30 days. Staff will make the change to 30 days to respond.
17. Council Member Marshall inquired as to who will be monitoring the truing-up for the five years. Bret responded that the staff would be monitoring it.
18. Council Member Kelly commented on the current Exhibit H what the measurements of units are and how it applies to an ERC. Curtis, Ensign Engineering, explained that it is based on the home size of what a density unit is vs. an ERU. There is a 3-bedroom which is 1 ERU (1 connection) which is based on state code. Matt Jensen explained that Exhibit B was added to the Water Holding Agreement that specifies those numbers for different types of residential units and references the Drinking Water rules and regulations that are built into the Agreement.



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19. Council Member Freeberg commented that the Agreement identifies a 1-bedroom, 2-bedroom, 3-bedroom, and 5-bedroom, but does not identify a 4-bedroom home and recommended that a 4-bedroom also be added to the Agreement. Will be added to the Agreement.

20. Mayor Calloway recommended that the Town have first rights of refusal to purchase any excess water rights (credits) from Aspen Meadows in the agreement.

Sewer Treatment

1. Council Member Tidwell inquired as to when the Town will know what the current capacity will be. Aldo Biasi, Public Works Director, responded that the Town measured it for a year and began it in July 2023.
2. Council Member Tidwell commented that in the Agreement, the first group may be paying more or less in their favor and was not clear and recommended clarification on the language to ensure that it is clear.
3. Council Member Marshall inquired if the 300-density units did not include the Aspen Meadows Southeast neighborhood. Flint Decker reported that it did not include the Southeast neighborhood.
4. Council Member Freeberg commented that Exhibit A property description identifies Parcel 1 with lots 1-65, but there are 67 lots identified. Flint reported there is an addendum that will be identified that has the 67 lots and will be included in the final draft.

Roads/Streets

1. Council Member Freeberg recommended that the right-of-way should be a minimum of 75' instead of the 50' and 26' roads that are identified in the Agreement. Council Member Freeberg commented that with snow storage and to prevent cutting pavement a wider ROW would be something the Town should consider. Bret explained that the Town negotiated the Agreement around the existing Town Standards for roads.
2. Aldo Biasi, Public Works Director, explained the current Town Standard is 50' right-of-way with 26' of asphalt. If there are going to be turning lanes installed in the future, then the Town should consider widening the road.
3. Council Member Kelly recommended another 5' of snow storage on private land should be used and could be used for the extra 26' that would not be dug up and would not be a problem.
4. Flint explained that Exhibit J identifies a roundabout to slow the traffic and there are a total of seven roundabouts in the Aspen Meadows development. The utilities are scheduled to be installed on the left and right side of the road drainage will be identified and the roads will be paved they have agreed to an additional year of warranty on the road as well.
5. Mayor Calloway commented that requesting the developer to widen the roads this late in the agreement is unreasonable.

Fire Station

1. Council Member Tidwell inquired if the developer feels there is a sufficient amount of protection for its citizens if they do not plan to begin the fire station/ medical clinic until 175 units or three neighborhoods are platted. Flint reported that they are fine with this provision in the Agreement.
2. Bret Howser, Town Manager, reported that the inflationary adjustment is the CPI at 2.7% and would apply to any remaining balance starting from the date of the agreement, but would not include the 10% of the design fees.
3. Council Member Kelly commented that he would like to see the financial statement for the development before the adoption of the Agreement. Eric Johnson, Town Attorney, reported that the Mayor could not sign until the Exhibits are attached and confirmed. Flint reported that the financial analysis is almost complete and they are working with the Town Treasurer on the report.
4. Deputy Jared Burton reported that the second fire station would house the additional inventory/trucks that the current fire station has but does not have room for. Deputy



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Burton explained that personnel may be an issue for the Aspen Meadows fire station, but the Town would bring existing inventory to the new fire station.

5. Mayor Calloway recommended that in section 21.13, future public safety building site, the Town has sole discretion on the design and to add the medical clinic space to the language as well. Bret explained that the Town would like to have the ability to adjust the layout of the building. Flint responded that he would support that change. Staff will change the language to Section 21.13 Future Public Safety Building Site.

Miscellaneous

1. Mayor Calloway commented on the language in the WHEREAS section for the Southeast Neighborhood in the Agreement which identifies 160 acres that were platted and recorded with Iron County on May 4, 2020, and is already within the town boundaries and would not be subject to annexation but shall otherwise be subject to this agreement. Mayor Calloway commented that he feels the language needs to be removed from the Agreement. Bret explained that the intent is to allow the Southeast Neighborhood and Bridges Neighborhood to have the Mountain Zoning only, but nothing else under the Agreement. Language is identified further down in the paragraph that prevails the language. Staff will strike the language on Pg. 2 and 3 regarding language for Southeast Neighborhood and Bridges Neighborhood for "otherwise be subject to this agreement".
6. Mayor Calloway expressed his concerns regarding the vested rights of the developer and if a change was made in the Mountain Zoning. Bret explained that changes can be made for zoning and the developer locks in their rights for the zoning and their qualify under those laws and they become vested and it sets their zoning at that time. Mountain Zoning will be identified in the Land Management Code (LMC), Chapter 7 under the Town Code and will extend to all of the provisions allowed under the Mountain Zone Use and if changes are made to the LMC later in the future, those changes would not apply to Aspen Meadows.
7. Council Member Kelly commented on the vested rights provision which states, "nothing in this agreement shall limit the current future exercise of police power, by enacting zoning subdivision development transportation, environmental... etc. and shall not restrict the developers vested rights". Council Member Kelly commented that the last sentence regarding the restriction of the developer's vested rights seemed to annihilate everything good for everyone. Eric Johnson responded that he has discussed this with Flint previously on what is meant by vested rights, meaning the identified number of density units in the mountain zones and that is what is meant by vested rights. Eric reported he will review the drafts and clarify vested rights.
8. Mayor Calloway inquired as to Section 7.4, Roads, and inquired if the Town is required to accept roads that the developer wants to dedicate to the Town. Eric responded if the road meets the Town's standards for roads, then the Town can accept the road. Bret explained that if the Town does not already have a policy on dedicating Town roads, then he would draft a policy for the Council to approve. Eric explained they could also create a Special Assessment Area (SAA) to bring the road up to the Town's standards and then dedicate the road to the Town.
9. Flint reported that the roads will be under a Master Association for the property owners and a reserve budget will be maintained for the neighborhood and roads.
10. Mayor Calloway inquired as to Section 11, Density and Clustering which identifies Open Space, and why this section is not identified in Section 10. Bret explained that he was asked to put a modifier on it for the last sentence limiting their ability to change the private trail easements and once the trail easement has been decided upon, they cannot change it without the Town's consent.
11. Council Member Kelly commented that in Section 10.1 Trails are not being shown in the Exhibits Aspen Creek Trail. Flint responded they have not designed it yet. Bret explained that Exhibit K, shows the connection on the east side but does not show the connection on the west side which is intended to be built and is under design. This area was destroyed in the 2017 Brianhead Fire and is located west of Burt's Road.



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12. Mayor Calloway commented that Exhibit O and Exhibit N are not included in the final draft of the Agreement and would need to be included.
13. Council Member Tidwell inquired if Aspen Meadows envisions private helicopters. Flint responded they do not.
14. Council Member Kelly commented that this is a 30-year project with a rock-crushing plant that they can sell to anyone and he is not aware that is allowed anywhere in Town.

Bret reported the Development Agreement will be presented to the Planning Commission on December 5, 2023, for review of the Mountain Zoning and the Agreement. Changes identified will be presented in the final draft on December 6, 2023, during a Special Council meeting with the following changes:

1. Mountain Zoning
2. Elevation: 11,317
3. Exhibit B: Add 4-bedroom to density units.
4. Water Rights Holding Agreement: The town has the first rights of refusal for purchasing water rights.
5. Section 21.13: The town has full right of design for the Public Safety Building
6. Pg. 23 of the packet: Pages 2 and 3: Eric Johnson will review and clarify language in Section 4 and previous language.
7. Exhibit K – added notation on the west side for the trail connection.

2. SPECIAL TAX ASSESSMENT AREA AND AUTHORIZING THE TOWN OFFICIALS TO PROCEED TO MAKE IMPROVEMENTS AS SET FORTH IN THE NOTICE OF INTENT, AS AMENDED HEREIN, AND RELATED MATTERS. A resolution creating the Snowshoe/Toboggan SAA.

Shane Williamson, Town Treasurer, presented a draft resolution creating the Snowshoe, Toboggan Special Assessment Area (see attached). Shane gave a brief background on the Snowshoe, Toboggan Special Assessment Area (SAA) in which the SAA will identify water and sewer improvements for 69 lots in the Cedar Breaks Mountain Estates subdivision. Shane reported that the Notice of Intent to create the Snowshoe/Toboggan SAA was adopted by the Town Council in August and a public hearing was held. The property owners were given written notice of the Notice of Intent and were given 60 days' notice to file a written protest.

Shane reported that the Town did not receive any written protests from any of the property owners of the Snowshoe/Toboggan SAA. The next step is to adopt the Notice to Create the SAA and from there, the Town will create the Board of Equalization, and then the Council will adopt the Final Assessment Ordinance. Staff anticipates that construction for the improvements could take place in 2024.

Council Member Freeberg commented that he understands the installation of the waterline in this area gives the fire protection that the Town needs and appreciates the efforts that staff has made with obtaining some of the funding options for the project but expressed his concerns regarding the septic density study issues.

Motion: Council Member Tidwell moved to adopt resolution No. 23-539, a resolution of the Snowshoe/Toboggan Special Tax Assessment Area and authorizing the Town officials to proceed to make improvements as set forth in the Notice of Intent, as amended, herein, and related matters. Council Member Kelly seconded the motion.

Action: **Motion carried 5-0-0 (summary: Yes = 5 Vote:** Council Member Tidwell, Council Member Kelly, Council Member Freeberg, Council Member Marshall, Mayor Calloway).



2. **SNOWSHOE TOBOGGAN SEWERLINE FUNDING DISCUSSION / DIRECTION.** Direction on potential debt financing for the proposed Snowshoe/Toboggan sewer line.

Aldo Biasi, Public Works Director, presented the Snowshoe/Toboggan Sewer Line Funding Options (see attached). Aldo explained that the staff is seeking the Council's approval to move forward with engineering for the sewer line project, but it would not commit the Town to the project itself. Aldo explained that the summary also includes Ponderosa Drive.

Bret Howser, Town Manager, gave a brief explanation of the project in which Snowshoe/Toboggan is the last Special Assessment Area (SAA) the Council approved for a waterline project. Staff has been working with the Division of Drinking Water (DDW) on a grant and/or low-interest loan for a sewer line portion of the project but was unsuccessful in receiving the grant but was awarded a 4% loan from DDW.

The Town is also in the process of completing a septic density study which the Council put a pause on SAAs until the study was completed. Bret explained that if the Septic Density Study comes back as a negative report, then the Town could be faced with some sort of moratorium until sewer line projects take place. The Snowshoe/Toboggan Sewer Line Project funding from DDW is not ideal for the Town but is what is presented to the Council at this time.

Bret reviewed the cost model in which some of the funding could be offset by sewer impact fees. Aldo reported that Snowshoe/Toboggan does not have a sewer trunk line and is a major area, but Mountain View Drive does have a sewer trunk line. Bret explained that one way to resolve the issue if there is a septic density issue is for a sewer trunk line to be installed in the area in which the properties would be required to connect to the sewer if they are located within 300' of the sewer and it would create a domino effect and staff believes it is the best strategy at this time.

The Council discussed the following:

1. Mayor Calloway inquired if there would be an impact on the utility user rates. Bret responded if the Council is comfortable with shifting half of the Cash Capital to the Debt Service, then there would be no impact on the utility user rates.
2. Council Member Freeberg commented that the area will further develop and the road will be widened bringing in new development.
3. Council Member Kelly commented that he is not convinced that property owners are required to connect if they are located within 300' of the sewer line. Bret responded that it is a state, county, and town regulation.
4. Council Member Marshall commented that she would support this since the Snowshoe/Toboggan property owners have already committed funds to get the SAA going and the Town would be saving time to install the sewer.
5. Mayor Calloway inquired as to the amount of \$108,000 for engineering. Aldo responded that it also included construction management as well.
6. Mayor Calloway inquired as to the Financial Need Indicator of 1.92. Marcus explained that is how DEQ cues their score, making people pay a premium to come to DEQ for funding.
7. Aldo reported that DEQ is low on funds, in which they had 70 million dollars worth of projects and 30 million dollars in grant funds. Bret reported that staff can continue to research funding options if the Council chooses to direct staff.
8. Council Member Freeberg commented that he feels the Town should go through the engineering and get a front-end indication of the septic study and then proceed from there.



9. Council Member Kelly expressed his concerns with the long-term funding.

Consensus of the Council: Directed Staff to move forward with the engineering for the Snowshoe/Toboggan Sewer Line Funding Project.

3. 2023-24 SHUTTLE CONTRACT APPROVAL. Approval of the 2023-2024 Shuttle Contract for the Winter Season.

Nancy Leigh, Town Clerk, presented a draft of the St. George Shuttle 2023-2024 Shuttle Contract for the winter season (see attached). Nancy explained the contract is the second extension of the original contract that was awarded to St. George Shuttle in 2021 and is the last extension. The Town will go to bid for next year's winter shuttle services. Nancy reported that the contract began on November 17, 2023, and included the Thanksgiving holiday and the contract will run until April 14, 2024, when the Resort closes for the 2023-24 winter season. The contract amount for this year's winter shuttle service is \$145,000. Nancy requested the Council's approval for the 2023-24 contract for St. George Shuttle Service for \$145,000 as presented.

Motion: Council Member Tidwell moved to approve the 2023-2024 shuttle contract to St. George Shuttle for \$145,000 as presented. Council Member Marshall seconded the motion.

Action: Motion carried 5-0-0 (summary: Yes = 5 Vote: Council Member Tidwell, Council Member Kelly, Council Member Freeberg, Council Member Marshall, Mayor Calloway).

4. FUTURE AGENDA ITEMS. The Council will discuss potential items for future agendas.

This agenda item was not addressed.

6:10 p.m. 6. GENERAL OBLIGATION BOND FOR CORE BEAUTIFICATION ARGUMENTS

FOR AND AGAINST THE BOND. The Council will read the arguments submitted and receive any public comments on the Core Beautification GO Bond.

Marcus Keller, Crews & Associates, explained that the Town has a General Obligation Bond on the 2023 Municipal Election ballot. Marcus explained that the GO Bond would replace an existing bond so property taxes would not increase with the passing of this GO Bond. Marcus explained the purpose of tonight's agenda item is to read the arguments for and against the GO bond and allow for public input. There were no arguments submitted against the GO Bond and one argument was submitted in favor of the GO Bond.

Marcus reported that several Core Beautification Projects have been identified along Highway 143 through town such as streetlights, crosswalks, shuttle stops, etc.

Bret Howser, Town Manager, read the argument in favor of the 2023 General Obligation Bond (see attached). Mayor Calloway then asked for public comment on the GO Bond.

Doug Deutschlander, a resident, commented that if it is going to make the town prettier, then the town should go for it.

No other comments were made.



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G. ADJOURNMENT

Motion: Council Member Marshall moved to adjourn the regular meeting of the Town Council. Council Member Tidwell seconded the motion.

Action: Motion carried 5-0-0 (summary: Yes = 5 Vote: Council Member Tidwell, Council Member Kelly, Council Member Freeberg, Council Member Marshall, Mayor Calloway).

The regular meeting of the Brian Head Town Council was adjourned at 6:19 p.m. on November 14, 2023.

December 12, 2023

Date Approved


Nancy Leigh, Town Clerk



