



The Regular Meeting of the
Brian Head Town Council
Brian Head Town Hall – Council Chambers
56 North Highway 143 – Brian Head, UT 84719
www.Zoom.us ([Click Here](#))
Via Zoom Meeting ID# 830 2776 9222
TUESDAY, JULY 22, 2025 @ 1:00 PM

AGENDA

- A. **CALL TO ORDER**
- B. **PLEDGE ALLEGIANCE**
- C. **DISCLOSURES**
- D. **APPROVAL OF THE MINUTES:**
 - June 24, 2025, Town Council Closed Session Minutes
 - July 8, 2025 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. **HIDDEN SPRINGS DEVELOPMENT AGREEMENT.** Greg Sant, Planning & Building Administrator. The Council will consider a Development Agreement for the Hidden Springs Project.
 - 2. **FRAUD RISK ASSESSMENT.** Shane Williamson, Admin. Director. Shane will provide the FY2025 Fraud Risk Assessment to the Council for their review.
 - 3. **COMMUNITY DEVELOPMENT AGENCY (CDA/RDA) EXTENSION AGREEMENT DISCUSSION.** Bret Howser, Town Manager. The Council will discuss options regarding the RDA/CDA Interlocal Agreement with Iron County.
 - 4. **MID-TERM COUNCIL VACANCY APPOINTMENT.** Nancy Leigh, Town Clerk. The Council will hold interviews and make an appointment for the mid-term vacancy of Council Member Kelly Marshall.
 - 5. **FUTURE AGENDA ITEMS.** Discussion on potential items for future Council agendas.
- G. **ADJOURNMENT**

Date: July 18, 2025

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 at the following 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

BRIAN HEAD

ITEM: HIDDEN SPRINGS DEVELOPMENT AGREEMENT APPROVAL

AUTHOR: Greg Sant
DEPARTMENT: Planning and Development
DATE: July 21, 2025
TYPE OF ITEM: Administrative Action

SUMMARY:

The Council will be reviewing and approving the Development Agreement with Hidden Springs, an approved development of Ammil Development, LLC.

BACKGROUND:

On June 18, 2024, the Planning Commission voted to recommend approval of the Hidden Springs subdivision preliminary plat with conditions and with a Development Agreement. On July 23, 2024 the Town Council approved the Hidden Springs subdivision preliminary plat subject to the conditions of the Planning Commission and to a Development Agreement. On March 18, 2025 Ammil Development, LLC submitted a Final Plat Application for the Hidden Springs subdivision preliminary plat. Staff has reviewed all items submitted. Staff made a few changes to the Development Agreement and the applicant accepted those changes.

ANALYSIS:

Per statute and Town Ordinance, the Town Council has the authority to approve the Development Agreement and authorize the Mayor to sign it. As part of the approval of the preliminary plat, the council requested that the following be included in the Development Agreement:

1. Parking for the units on the east side of Pine Tree will meet Town standards by the Town deeding a portion of the Right-of-way to the Applicant in exchange for the Applicant deeding an equal portion of their property to the Town. In this way the homes on the east side of Pinetree will be set back from the road 25 feet, enough space for parking in front of their unit.
2. The Applicant will purchase water rights from the Town pool and in turn the Applicant will offer inclusionary housing as described in the Town Land Management Code.

The Development Agreement addresses both items. There are provisions in the Development agreement whereby the parties are exchanging property, allowing the required setbacks on the east side of Pine Tree that will allow parking for those units. There are also provisions for the purchase of water by the Applicant and the Applicant agreeing to provide 2 affordable units with deed restrictions. Said deed restriction will need to be approved by the Town Attorney before the recordation of the plat.

FINANCIAL IMPLICATIONS:

The purchase price of the water rights will bring in \$42,000 into the Town.

STAFF RECOMMENDATION:

Staff recommend that the Town Council approve the Development Agreement as written.

PROPOSED MOTION:

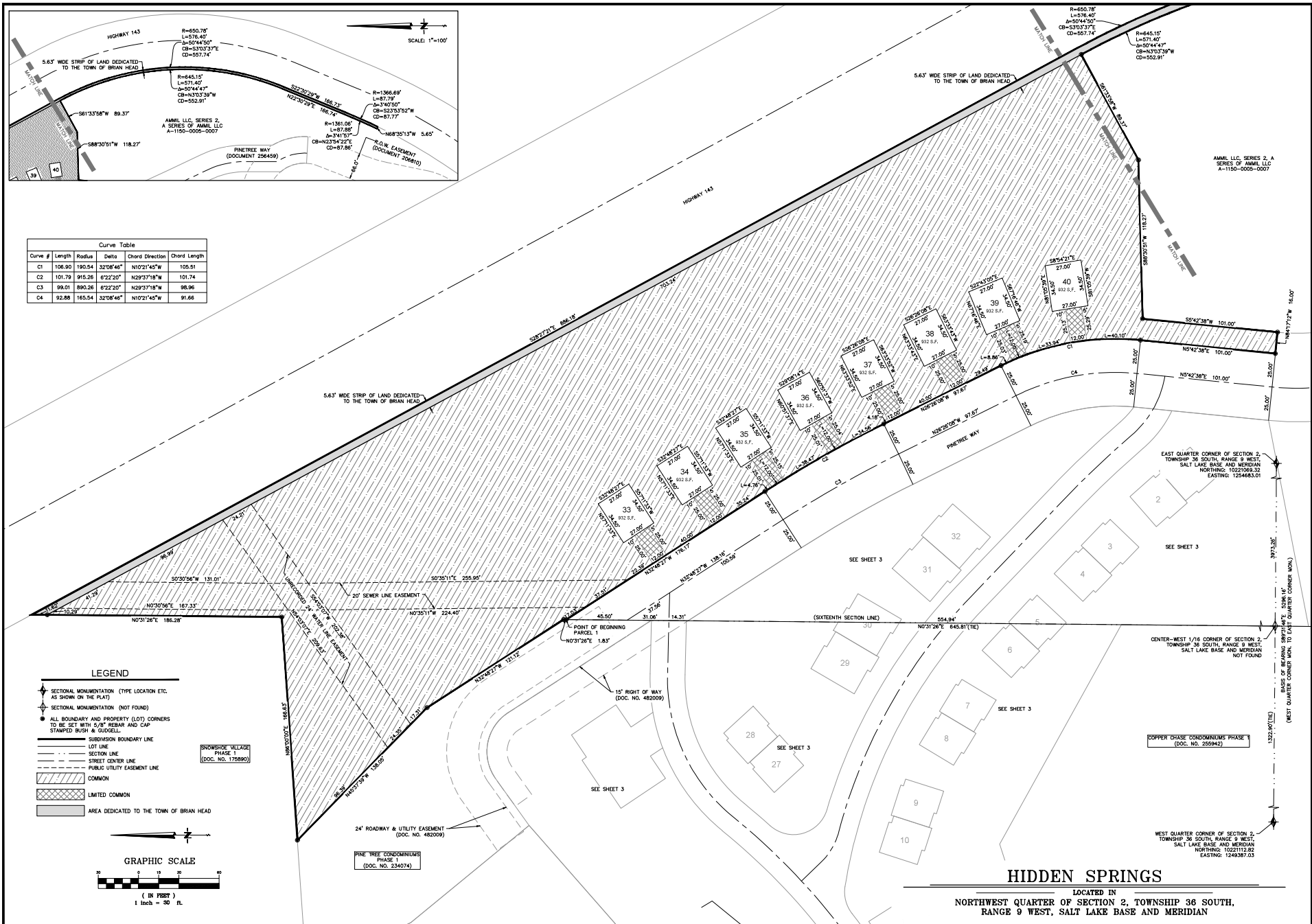
I move to approve the Development Agreement with Ammil Development, LLC for the Hidden Springs subdivision as presented.

If there are any modifications in the development Agreement, please identify those changes in the motion.

ATTACHMENTS:

A - Development Agreement

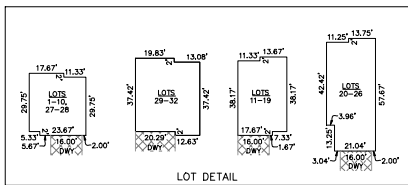
B - Final Plat



BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 25 Georgeanna Lane #4775
 St. George, Utah 84778
 Phone: (435) 633-1111
 Fax: (435) 633-1111
 www.bushandgudgell.com

HIDDEN SPRINGS
 LOCATED IN
 NORTHWEST QUARTER OF SECTION 2
 TOWNSHIP 36 SOUTH, RANGE 9 WEST,
 SALT LAKE BASE & MERIDIAN

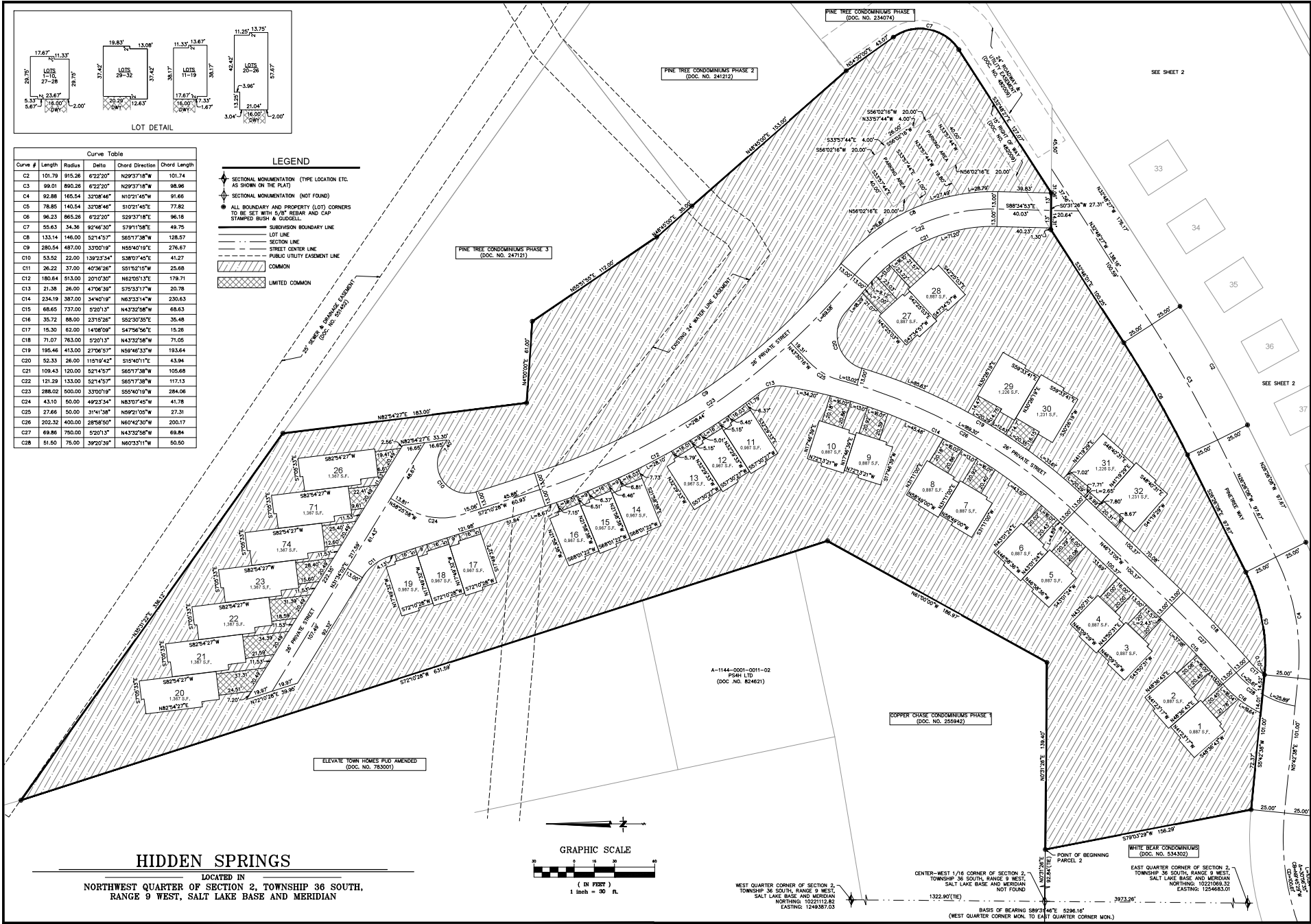
SHEET
 2
 SHEETS
 3
 PLE: 2.31.01.08



Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C2	101.79	915.28	6°22'20"	N29°37'18"W	101.74
C3	89.01	890.28	6°22'20"	N29°37'18"W	98.96
C4	92.86	165.54	32°08'46"	N10°21'45"W	91.86
C5	78.85	140.54	32°08'46"	S10°21'45"E	77.82
C6	96.23	865.28	6°22'20"	S29°37'18"E	96.18
C7	55.83	34.36	92°46'30"	S79°11'08"E	49.75
C8	133.14	146.00	52°14'57"	S65°17'38"W	128.57
C9	280.54	487.00	33°00'19"	N55°40'19"E	276.67
C10	53.52	22.00	139°23'34"	S38°07'45"E	41.27
C11	26.22	37.00	40°38'26"	S51°52'15"W	25.66
C12	180.64	513.00	20°10'30"	N62°05'13"E	179.71
C13	21.38	26.00	47°06'39"	S75°33'17"W	20.78
C14	234.19	387.00	34°40'19"	N63°33'14"W	230.63
C15	68.65	737.00	5°30'13"	N43°32'58"W	68.63
C16	35.72	88.00	23°15'28"	S52°30'25"E	35.49
C17	15.30	62.00	14°08'09"	S47°56'56"E	15.26
C18	71.07	763.00	5°20'13"	N43°32'58"W	71.05
C19	195.46	413.00	27°06'57"	N59°44'33"W	193.64
C20	52.33	26.00	11°59'42"	S18°40'11"E	43.94
C21	109.43	120.00	52°14'57"	S65°17'38"W	105.68
C22	121.29	133.00	52°14'57"	S65°17'38"W	117.13
C23	288.02	600.00	33°00'19"	S55°40'19"W	284.06
C24	43.10	50.00	49°23'34"	N63°07'45"W	41.78
C25	27.66	50.00	31°41'38"	N59°21'05"W	27.31
C26	202.32	400.00	28°58'50"	N62°42'30"W	200.17
C27	69.86	750.00	5°20'13"	N43°32'58"W	69.84
C28	81.50	75.00	39°20'39"	N60°33'11"W	80.50

LEGEND

- SECTIONAL MONUMENTATION (TYPE LOCATION ETC. AS SHOWN ON THE PLAT)
- SECTIONAL MONUMENTATION (NOT FOUND)
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED BUSH & GUDGELL
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- STREET CENTER LINE
- PUBLIC UTILITY EASEMENT LINE
- COMMON
- LIMITED COMMON



HIDDEN SPRINGS

LOCATED IN
NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 36 SOUTH,
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
201 S. George, Utah 84779
Phone: 801.488.1111
www.bushandgudgell.com



Drawn by: BRL
Checked by: JAG
Approved by: BRL
Job No. 1231008

HIDDEN SPRINGS
LOCATED IN
NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 36 SOUTH, RANGE 9 WEST,
SALT LAKE BASE & MERIDIAN

SHEET
3
SHEETS
FILE: 2310108

TOWN OF BRIAN HEAD
DEVELOPMENT AGREEMENT AND WATER ACCESS
PURCHASE AGREEMENT

AMMIL DEVELOPMENT LLC (“**Developer**”) and the Town of Brian Head, a Utah Municipal Corporation (“**Town**”) hereby make and enter into this Development Water Rights Purchase Agreement (“**Agreement**”) this _____ day of _____, 2025, in connection with the purchase of water access related to the development of certain property owned or controlled by Developer and that is more particularly described hereafter. The Town and Developer, together, shall be referred to as the “**Parties**” throughout this Agreement.

RECITALS

A. WHEREAS Developer desires to develop property (“**Project**”) located in the Town of Brian Head, Iron County, Utah, and which is legally described in Exhibit A (“**Property**”) attached hereto and made a part of this Agreement.

B. WHEREAS 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 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 Project.

C. WHEREAS the Town currently maintains a limited pool of water rights (“**Pool**”) that it has determined shall only be made available for developments which have incorporated affordable/workforce housing units into their projects and Developer desires to purchase access to use water from the Pool.

Now, therefore, in consideration of the premises recited above and the terms, conditions, and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer hereby agree as follows:

SECTION I – TERMS AND CONDITIONS

1. Purpose. The purpose of this Agreement is to facilitate the purchase of access to water from the Town’s water rights, as available, from the Pool by Developer to aid the Town and Developer in ensuring adequate water supply is available for current and future development that increase affordable/workforce housing within the Town. Notwithstanding anything else in this Agreement, Developer expressly acknowledges that under the Utah Constitution, the Town cannot sell water rights and that Developer will not acquire water rights under this Agreement, but that the Developer is merely purchasing access to use water for the Project based on water rights that the Town owns.

2. Term. The term of this Agreement shall be perpetual and shall commence on, and the effective date of this Agreement shall be, the effective date of Town action approving this Agreement (“**Effective Date**”). As of the Effective Date, Town represents and warrants that the Pool contains sufficient water to satisfy the requirements under this Agreement and Town will not enter into any agreements with other parties that would render the Pool inadequate to comply with the terms of this Agreement.

3. Purchase Price. To provide water for the Project that complies with Section 1 Paragraph 4, Developer shall pay Town \$3,500.00 (THREE THOUSAND AND FIVE HUNDRED DOLLARS) per acre foot of water rights purchased under this Agreement as available from the Pool. Developer shall pay Town in a form satisfactory to Town prior to the commencement of development of the area necessitating the water rights. Developer agrees to pay the Town for use of twelve (12) acre feet of water from the Pool, for a total of forty-two thousand dollars (\$42,000). Upon such payment, Town will reserve adequate water from the Pool to satisfy its obligations hereunder, it being understood that Developer could not develop the Project without such water.

4. Affordable/Workforce Units. Developer agrees to comply with all the requirements set forth in the Town of Brian Head Code §9-9-7 and §9-9-8 by providing the required number of affordable/workforce housing units, or satisfying a designated in-lieu option, or a combination of these options for the Project. To satisfy these requirements, Developer will construct and deed restrict two units. Deed restrictions must be approved by Town attorney prior to recording the plat.

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

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

7. Additional Impact Fees May Be Required. Developer acknowledges that the Purchase Price remitted to the Town pursuant to this Agreement is for the use of water related to water rights only in the Pool. Additional impact fees may be assessed to cover growth-related costs incurred by the Town for water system expansion, in accordance with state statute.

8. Right of Way. To enable the affordable/workforce units under paragraph 4 above, the Town will transfer to Developer sixteen feet (16’) of the right of way on Pinetree Way (narrowing the right of way) shown on the attached Exhibit B as “**Town Exchange Property**”, and in exchange, Developer will dedicate to the Town the property shown on Exhibit B as “**Developer Exchange Property**”. Additionally, Developer will dedicate one

parking space on the east side of Pinetree Way for each unit that Developer constructs on Pinetree way.

9. **Town Public Trail Easement, Operation and Maintenance.** Developer agrees to provide land for the certain non-exclusive fifteen foot (15') easement shown on the attached Exhibit C ("**Trail Easement**"), supporting a connection and an expansion of the Town's public trail network through the Property, any new trails will connect to existing trails on Town and Neighboring Private Land to the extent possible. Developer will develop and construct the trail consistent with Town Trail Master Plan and dedicate the Trail Easement to the Town at Developer's sole cost and expense. Once dedicated to the Town, the Town will maintain the Trail Easement, including trail signage and any landscaping or other improvements. If Developer, at Developer's sole discretion, finds the Town's maintenance to be insufficient then Developer upon notice to the Town and in cooperation with the Town may upgrade and/or maintain the Trail Easement to the standards of the Town. If, after dedication of the Trail Easement for public use, there is a change that would result in a permanent dead end to the trail on the Property (i.e. the portions of the trail on adjacent property cease to exist), Developer may reclaim the Trail Easement and return that property to private use.

Section II – GENERAL TERMS AND CONDITIONS

1. **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, and the balance of this Agreement shall remain in full force and effect.

2. **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.

3. **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.

4. **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 for the Project. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

5. 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.

6. 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.

7. 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 Developer: Ammil Development LLC
5725 S Valley View Blvd, Suite 7
Las Vegas, Nevada 89118

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

8. 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.

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

10. Title and Authority. Developer expressly warrants and represents to Town that it is a company in good standing in Utah 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. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that Town is relying on such representations and warranties in executing this Agreement.

This Agreement has been executed by Town, acting by and through its Mayor, and by a duly authorized representative of Developer as of the date first written above.

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

Ammil Development LLC

Signature – authorized representative

DATE

PRINTED NAME – authorized representative

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

The foregoing was duly acknowledged before me this _____ day of _____, [2025] by _____, who personally appeared before me and signed and executed the foregoing document.

Notary Public

(Notary Seal)

Town of Brian Head, a Utah Municipal Corporation

Bret Howser, Town Manager

Attest

Town Recorder

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

The foregoing was duly acknowledged before me this _____ day of _____, [year] by _____, who personally appeared before me and signed and executed the foregoing document.

Notary Public

(Notary Seal)

EXHIBIT A

Hidden Springs

EXHIBIT B

Depiction of Town Exchange Property and Developer Exchange Property

EXHIBIT C

Trail Easement

**ITEM: FY 2025 FRAUD RISK ASSESSMENT**

AUTHOR: Shane Williamson
DEPARTMENT: Administration
DATE: July 22, 2025
TYPE OF ITEM: Informational

SUMMARY:

The Council will review and discuss the results and mitigation recommendations from the Fiscal Year 2025 Fraud Risk Assessment as required by the State Auditor.

BACKGROUND:

The Office of the State Auditor (Office) regularly receives complaints of fraud or abuse by local government officials. The Office is also aware of internal investigations performed by local governments of their own officials and employees. Some of these situations receive significant media coverage, while others are resolved with less publicity. In either case, the level of concern by the public and local and state officials is significant. Many have asked the Office for more direction on how to prevent such occurrences in the future. The program outlined in this guide is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes. This assessment is a starting point, it is the hope of the Office that local governments will add to and adapt this form to improve how they manage their internal controls and the risk of fraud, waste, and abuse.

ANALYSIS:

The Fraud Risk Assessment examines several operational categories that may or may not pose potential risks to the Town and its finances. Additionally, the assessment and corresponding guidelines offer insight and recommendations for improving operations in categories deemed risky. As such, the results of the assessment deliver an organization in various ranges from Very High Risk to Very Low Risk, depending on the overall score. For FY 2025, Brian Head Town maintained its score of 335 points, placing our organization in the low range of riskiness. That said, Staff feels this is a good spot to be given our limited staff and operational size.

FINANCIAL IMPLICATIONS:

N/A

STAFF RECOMMENDATION:

N/A

PROPOSED MOTION:

No motion necessary, item is discussion/informational only.

ATTACHMENTS:

A - FY 2025 Fraud Risk Assessment

Fraud Risk Assessment

Continued

*Total Points Earned: 335/395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	✓	200
2. Does the entity have governing body adopted written policies in the following areas:	✓	
a. Conflict of interest?	✓	5
b. Procurement?	✓	5
c. Ethical behavior?	✓	5
d. Reporting fraud and abuse?	✓	5
e. Travel?	✓	5
f. Credit/Purchasing cards (where applicable)?	✓	5
g. Personal use of entity assets?	✓	5
h. IT and computer security?	✓	5
i. Cash receipting and deposits?	✓	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?		20
a. Do any members of the management team have at least a bachelor's degree in accounting?	✓	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	✓	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	✓	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	✓	20
7. Does the entity have or promote a fraud hotline?	✓	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

*Entity Name: Brian Head Town

*Completed for Fiscal Year Ending: June 30, 2025 *Completion Date: June 30, 2025

*CAO Name: Bret Houser *CFO Name: Shane Williamson

*CAO Signature:  *CFO Signature: 

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?		✓	✓	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".		✓	✓	
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control

**ITEM: RDA EXTENSION DISCUSSION**

AUTHOR: Bret Howser
DEPARTMENT: Admin
DATE: July 22, 2025
TYPE OF ITEM: Discussion

SUMMARY:

The Council will discuss options for a policy position regarding the upcoming expiration of the Brian Head Village Core Project Area interlocal agreements for the Brian Head Redevelopment Agency (RDA).

BACKGROUND:

The Brian Head Redevelopment Agency (RDA) was established in 2007 with the first (and only) project area for the RDA, called the BRIAN HEAD INTERCONNECT COMMUNITY DEVELOPMENT PROJECT AREA, established in October 2007. Interlocal agreements between the Town and RDA (Dec 2007) and Iron County and the RDA (April 2008) created property tax increment flows to the RDA and the project area starting in the 2008 tax year and set to run through 2022, with certain “haircut” provisions in place as well as a pre-determined “floor” and “ceiling”.

The purpose of the Project Area was to incentivize community development in Brian Head, such as a system of lighting and signage to improve the appearance of the Town’s main entrance, infrastructure improvements, and investment in public services. This development would increase property and sales tax revenue to the taxing entities, and attract visitors to Brian Head, boosting the Town’s tourism industry. The Project Area included 531.2 acres, located entirely in the Town of Brian Head. A map of the Project Area is attached.

Tax increment funds prior to 2013 were used for various public infrastructure improvements such as updated signage and kiosks and parking expansion. Since 2013, much of the funds have been used for construction of and recreational improvements to Bristlecone Park and Pond. Other projects include Chair 1 parking, wayfinding, Town Trail paving, public art (“Brian the Bear”), Village Way parking expansion, dark sky lighting retrofit, acquiring property in the Village Core for future parking improvements, etc.

In 2006, State statute was altered to begin referring to RDA’s as “Community Development Agencies” or CDAs. Again in 2016, statute changed to refer to CDAs as “Community Reinvestment Areas” or CRAs. So while Brian Head’s RDA was originally established under the title Brian Head RDA, you may hear it referred to as a CDA or CRA.

In 2016, with the County’s tax increment contributions to the RDA set to expire due to the original haircut provisions. The Town approached the County to renew the project area and make a few changes:

1. Reset the tax increment base valuation to 2015 levels: This was necessary because with the base valuation having been set originally to 2007 valuation levels, and the financial crisis

in 2008 depressing values, coupled with the tax increment “floor” provision in the interlocal agreements, the RDA has been collecting a fictitious property tax increment, essentially cutting into the General Fund receipts for both the Town and the County. This change would solve that.

2. Jettison the floor and ceiling and peg the haircut at 60% of the tax increment for both entities.
3. Extend the term of tax increment flows to the RDA for 10 years (through 2025).
4. Change the name of the project area to “Brian Head Village Core Project Area”

The County agreed to these changes, and they were implemented starting in tax year 2016. Since that time, the RDA has collected the following tax increment amounts:

- 2016: \$11,355
- 2017: \$34,899
- 2018: \$54,046
- 2019: \$95,561
- 2020: \$175,058
- 2021: \$188,264
- 2022: 378,881
- 2023: \$477,269
- 2024: \$409,603

Current balance in the RDA Fund as of Jun 30, 2024 was \$401,038. Projects currently budgeted in the RDA include:

- Pond Dock Widening
- Town Trail Phase IV Design
- Dog Park
- Statement Flag Pole
- Community Plaza design
- Park Pavilion Improvement

ANALYSIS:

With the existing RDA project area and interlocal agreements set to expire following the 2025 tax year, the Town has the following options

Option 1: Let the RDA expire. This requires zero action on the Town’s part. The interlocal agreements stipulating that tax increment be funneled to the RDA would expire and the RDA could keep spending accumulated funds on qualifying projects until the funds are exhausted.

- Pros: The Town would receive a boost to our General Fund property tax revenues. In theory it would be approximately 2/3 of the existing tax increment would hit the General Fund as new growth revenue. So that might be as much as \$250,000. These funds would no longer be earmarked for RDA projects, and could be used for services, maintenance, etc.
- Cons: This would end the stream of tax increment revenue which has financed many of the more popular improvements in the Town core. While much of that money would be available in the General Fund and, in theory, could still be used for such projects, the Iron County portion (approximately \$150,000) would revert back to the County General Fund.

Option 2: Negotiate an extension at the current terms.

- Pros: Continues the status quo with ample revenues being available for the projects that support economic growth in the Town core.
- Cons: No boost to the General Fund, and it may be difficult to convince the County to reinvest in the RDA (is it a great investment if the money always gets plowed back in and you never see the boost to your General Fund that you were promised 20 years ago?)

Option 1: Negotiate an extension at lesser terms. Reset the base year valuation at a more recent year or decrease the percentage of the tax increment going to the RDA.

- Pros: This is the Goldie Locks approach, somewhere in between. General Fund (for both Town and County) gets a boost, but there's still some funds for RDA projects. This is also helpful if a more traditional economic development project comes along, where we're negotiating with a developer for a tax increment rebate or retiring debt for a project such as a parking facility, it helps to have the RDA increment already in place. Then you can extend for the needed number of years instead of creating the RDA from scratch.
- Cons: Reduces the money available for RDA projects. Total money available to the Town is less as some funds go back into the County coffers.

FINANCIAL IMPLICATIONS:

Financial impacts are varied and are described in the analysis above.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff is seeking a policy discussion from the Council and has no recommendation at this point.

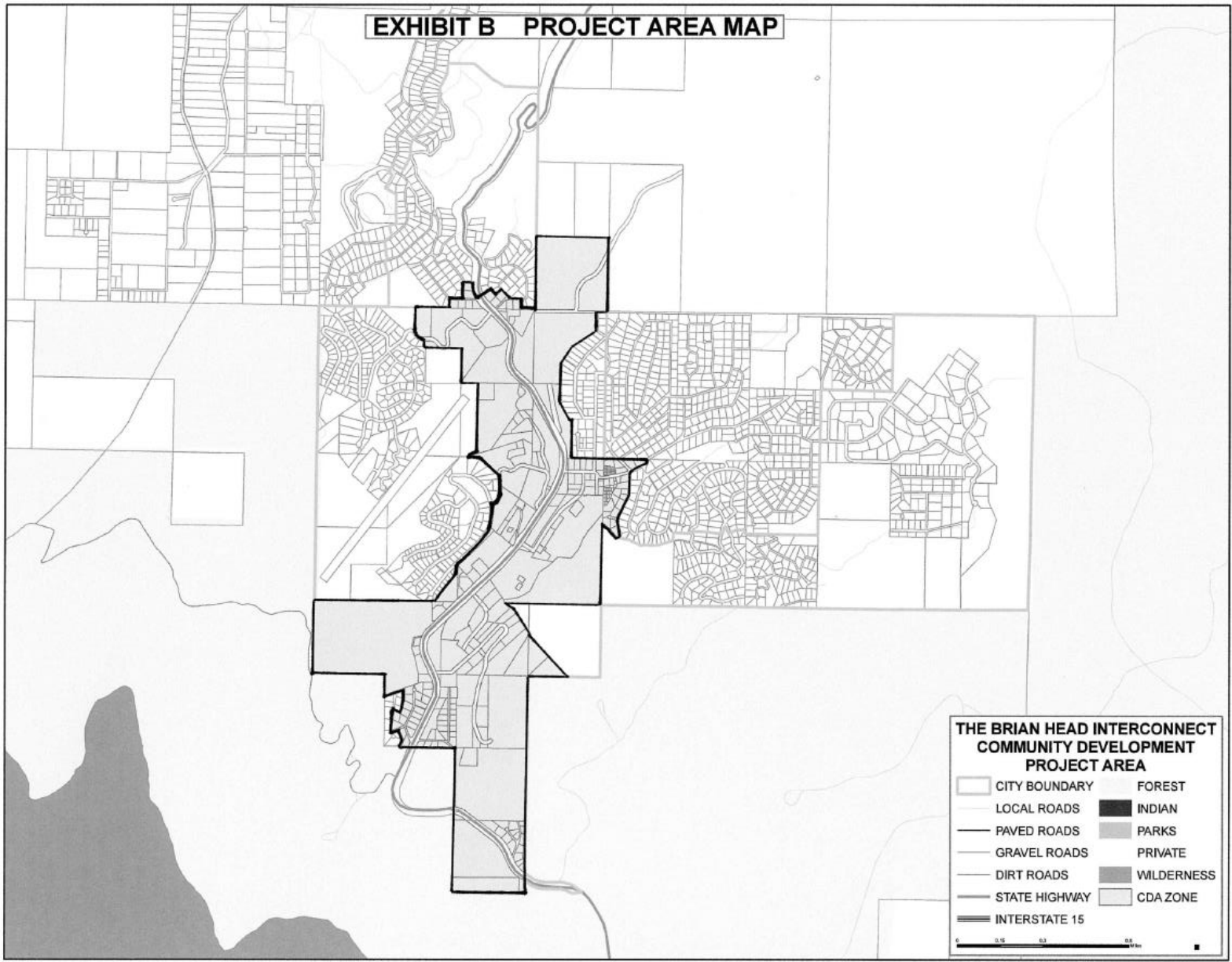
PROPOSED MOTION:

No motion necessary, item is discussion/informational only

ATTACHMENTS:

A - Project Area Map

EXHIBIT B PROJECT AREA MAP



**ITEM: MID-TERM COUNCIL VACANCY APPOINTMENT**

AUTHOR: Nancy Leigh, Town Clerk
DEPARTMENT: Administration
DATE: July 22, 2025
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will conduct interviews for the mid-term vacancy created with the resignation of Council Member Marshall. Once the interviews are concluded, the Council can then take a vote on the appointment.

BACKGROUND:

Over the past years, the Council has experienced several mid-term vacancies for various reasons and has filled those vacancies quickly. Council Member Marshall submitted her resignation during an election period which may have caused some additional questions as to the appointment.

During the July 8th council meeting, staff submitted a staff report on the process for a mid-term vacancy according to the state code and there were some questions raised as to the process.

The Utah Election Code §20A-1-510 identifies the process for a mid-term vacancy in a municipality. One determining factor as to whether this would be on the 2025 ballot for a special election instead of a mid-term vacancy would be the date of the resignation letter and if it was received at least fourteen (14) days before the deadline for candidacy filing (1st week of June), then the seat would be included on the November ballot and considered a special election since it would be a two-year term instead of the four-year term.

ANALYSIS:

The Town received Four (4) qualified candidates who have submitted a letter of interest for the vacancy for which the Council will conduct interviews with each candidate. The Town Clerk has verified the qualifications for each of the candidates for the appointed position. The four individuals are as follows in the order they submitted a letter of interest:

1. Steve Singer
2. Troy Benson
3. Logan Cruz
4. Duane Nyen

One candidate who submitted a letter of interest for the mid-term vacancy is also on the 2025 ballot. He has the right to submit a letter of interest for the vacancy and if not appointed then would proceed with his name on the 2025 election ballot, and if appointed, would then withdraw from the 2025 election.

As part of the interview process, Council Member Marshall can participate in the interviews and can vote on the vacancy. The Council also has thirty (30) calendar days to fill the appointment. The deadline date is August 2nd which falls on a Saturday this year.

Once the interviews are concluded, the Council will take an initial vote to fill the vacancy from among the names of candidates interviewed. If no candidate receives a majority vote in the initial vote, then the two (2) candidates that received the most votes in the initial vote shall be placed for a second vote by the council.

If the initial vote results in a tie for second place, the candidates that tied for second place shall be reduced to one by a coin toss conducted in an open meeting and the second vote shall be between the candidate that received the most votes in the initial vote and the candidate who won the coin toss. The coin toss shall be conducted by the Town Clerk in the presence of the council.

If in the second vote neither candidate receives a majority vote, the vacancy shall be determined by a coin toss between the two candidates.

If for any reason the Council does not fill the vacancy within the 30-day timeline, then the Town Clerk is required to notify the Lt. Governor's office who will within 45 days after they receive the notice will provide public notice to solicit candidates and appoint an individual to fill the vacancy.

The candidates must meet the following criteria:

1. Must be at least 18 years of age.
2. Must be a U.S. citizen
3. Not convicted of a felony, treason, or crime relating to elections.
4. Cannot have been declared mentally incompetent.
5. Must reside within the town boundaries at least twelve consecutive months prior to the appointment.
6. Must be a Brian Head Town registered voter.

Special Election: A special election is not required for this mid-term vacancy since it would finish out Council Member Marshall's term of office ending December 31, 2027. The motion appointing the individual will need to identify the appointment will finish out the remaining term of Council Member Marshall ending December 31, 2027.

Follow-up with successful candidate:

After the candidate has been selected, they are required to fill out a conflict-of-interest form unless that individual already has one completed with the Town. The conflict-of-interest form will be posted on the Town's website with a link to the Lt. Governor's office within two days of receiving the conflict-of-interest form. .

Quick Summary:

1. The appointment needs to be made within 30 calendar days of the submitted resignation (August 2, 2025).
2. Interviews are conducted in a public meeting.
3. The Council will need to take an initial vote following the interviews and depending on the vote, the following may apply:
 - a) Take an initial vote.
 - b) If a candidate does not receive the majority vote, then the Council will identify the candidate in 2nd place and then take a second vote.
 - c) If there is a tie for 2nd place, then the two candidates that are in second place will have a coin toss conducted by the Town Clerk in the presence of the Council.

- d) The winner of the coin toss and the candidate who had the most votes in the initial vote will proceed to a second vote of the Council.
- e) The council cannot enter into closed session to discuss the candidates.
- f) Council Member Marhsall has the option to interview and vote on a candidate.
- g) The successful candidate must complete a conflict-of-interest form and submit it to the Town Clerk who will post on the Town's website with a link to the Lt. Governor's office within two days of receiving the form.

FINANCIAL IMPLICATIONS:

N/A

BOARD/COMMISSION RECOMMENDATION:

NA

STAFF RECOMMENDATION:

Staff recommend the council fill the vacancy within the 30 calendar days or before August 2, 2025.

PROPOSED MOTION:

I move to appoint _____(name of candidate) to fulfill the mid-term vacancy with a term ending December 31, 2027.

Letter of Intent to Serve on the Brian Head Town Council

1 message

Sandra Singer

Thu, Jul 10, 2025 at 1:52 PM

To: nleigh@bhtown.utah.gov

Dear Mayor and Members of the Town Council,

I wish to express my interest in serving on the Brian Head Town Council. I am a committed Brian Head resident who has spent over 30 years as a property owner, developer, and recreational enthusiast. My family and I enjoy skiing, snowmobiling, riding UTVs, fishing, and attending special events, which gives me a broad perspective about the Brian Head lifestyle. I hope to contribute to its continued growth through sustainable development, community safety, economic vitality and environmental consideration while being fully transparent with our residents.

Some of my accomplishments that I feel would make me an asset to the Board include:

- Owner/operator of commercial electrical/lighting company 1986-2003
- Facilities engineer at major Las Vegas strip hotels for over 10 years
- Purchasing, remodeling, and reselling residential properties 2003-present including a cabin on Toboggan Drive in Brian Head
- Developed 3-acre subdivision in Ridgeview (Aspen View Subdivision)
- Built two cabins in Brian Head 1997 and 2021
- Owned four condominiums in Brian Head
- HOA board member of condominium complex 2016-2020

I believe my strong communication skills and my ability to analyze complex problems and propose solutions makes me a strong candidate for the Brian Head Town Council. Sincerely,

Stephen Singer
157 S. Ponderosa Drive

I would like to take this opportunity to formally introduce myself to the Board as a candidate for the recently vacated Town Board seat.

My name is **Troy Benson**, and I have been a full-time resident of Brian Head for the past three and a half years, residing at 141 E Mountain View Drive. I am deeply interested in serving on the Town Board, as I believe my background and available time allow me to contribute meaningfully to our town's future, particularly in light of the anticipated growth in the coming years.

Professional Experience

1. Law Enforcement (Retired) – Las Vegas Metropolitan Police Department (20 years of service)

Throughout my career, I collaborated closely with various levels of government, including the Clark County Commissioners, the Las Vegas City Council, Southern Nevada Health Department and the Moapa Valley Town Board. My experience includes:

- Testifying at City Council and Commissioner meetings, and participating in health regulatory hearings related to business and community compliance.
- Serving on committees tasked with developing standards to regulate communities and businesses.
- Working with the Clark County District Attorney's Office, council members, and commissioners to draft and implement new laws governing business operations in Las Vegas and surrounding areas.
- Authoring and amending Nevada Revised Statutes related to secondhand goods and scrap metal (NRS 647.0172, 647.030, 647.035, 647.040, 647.092, 647.094, 647.098, 647.099).
- Chairing and participating in task forces aimed at enforcing ordinances and promoting community compliance, including recognizing and rewarding businesses that adhered to community standards.
- Interpreting and explaining laws and ordinances in ways that foster effective enforcement and community understanding.

2. Community Engagement – Logandale, NV (18 years)

Before moving to Brian Head, I lived in Logandale, a small town similar in character. As a resident officer for the Las Vegas Metro Police Department in Logandale, I was deeply involved in local community affairs:

- Worked with the Moapa Valley Town Board on zoning and business proposals.
- Partnered with Clark County Commissioners and Code Enforcement on HOV law issues.
- Handled community complaints and business compliance matters.
- Served as a volunteer for the Clark County Fire District and acted as EMS Coordinator.
- Collaborated with the Moapa Valley Water District, Overton Power, the Fire District, and Nevada Division of Forestry on disaster response and relief.
- Worked with the BLM on HOV enforcement and grazing issues.

Business & Construction Experience

3. Construction, Real Estate, and Local Business Owner

In addition to my law enforcement career, I have extensive experience in construction and real estate:

- Built two homes in Logandale and my current home in Brian Head under an owner-builder permit.
- Previously owned and operated a heating and air conditioning company, as well as a real estate business.
- Started a snow removal business in Brian Head to assist local residents during the winter season.
- Operate a short-term rental (VRBO) on the property above our garage.

This experience has made me:

- Proficient in reviewing and interpreting local and state contracts.
- Knowledgeable in building ordinances, zoning laws, inspection processes, and the unique water and sewer systems of Brian Head.
- Familiar with the licensing requirements for both businesses and vacation rentals.
- Well-connected with members of Brian Head Public Works and local officials.

Thank you for considering my application. I am excited about the opportunity to serve and contribute to the future of Brian Head. I look forward to speaking with the Board and discussing how I can be of service to our community.

Respectfully submitted,
Troy Benson

Logan Cruz

226 S highway 143

Brian Head, UT 84719

July 16, 2025

Brian Head Town Council

56 N. Highway 143

Brian Head, UT 84719

Dear Members of the Brian Head Town Council,

I am writing to formally express my intent to serve on the Brian Head Town Council. As a long-time resident, small business owner, and father raising two daughters here, I am deeply committed to the success and future of our community.

I've proudly called Brian Head home for the past ten years. Over the last seven years, I've worked as a licensed general contractor, contributing to the town's growth while navigating the real challenges and responsibilities of building in a mountain community. I've also personally invested in Brian Head—through both my business and property—because I believe in its potential and care about its future.

I hold a bachelor's degree in Communications and Marketing, which has helped me build strong relationships and effectively collaborate with others. I bring a hands-on understanding of local infrastructure, development, as well as a deep respect for the land and community that make Brian Head so unique.

If given the opportunity to serve, I will focus on:

- Supporting smart, balanced growth that reflects both long-term vision and short-term realities.
- Promoting clear and open communication between town leadership and residents.
- Prioritizing infrastructure, emergency preparedness, and responsible land use.

- Representing both full-time residents and part-time homeowners fairly and respectfully.

I am running because I care about this town—not just as a contractor or property owner, but as a parent and neighbor who wants the best for Brian Head. I believe I can offer practical insight, strong work ethic, and a grounded, community-first perspective.

Thank you for your time and consideration. I would be honored to serve and help shape Brian Head's continued success.

Sincerely,

Logan Cruz

General Contractor | Brian Head Resident & Investor

town council vacancy

Duane Nyen

Jul 17, 2025, 4:42 PM (18 hours ago)

Nancy,

This email is to serve as my intent to seek appointment to fill the current vacancy on the Brian Head Town Council. My understanding is that I would be completing the term left vacant by Kelly Marshall. Please advise as to any other paperwork that I would need to complete or any other action required.

Respectfully submitted,

Duane M. Nyen

480 Trail Road

Brian Head, Utah 84719