



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# 820 2558 5351

TUESDAY, OCTOBER 28, 2025 @ 1:00 PM

AGENDA

- A. CALL TO ORDER**
- B. PLEDGE ALLEGIANCE**
- C. DISCLOSURES**
- D. APPROVAL OF THE MINUTES:** October 14, 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. CODE ENFORCEMENT UPDATE REPORT.** Amanda Hunter, Code Enforcement. Amanda will give an update for Code Enforcement on the Summer season.
 - 2. 2025-26 WINTER SHUTTLE CONTRACT AWARD.** Nancy Leigh, Town Clerk. The Council will award the Town shuttle contract for the 2025-26 winter season.
 - 3. PUBLIC HEARING FOR FISCAL YEAR 2026 BUDGET AMENDMENT.** The Council will hold a public hearing to receive comments on a proposed amendments to the FY2026 Town Budget. Comments are limited to three minutes, and written comments may be submitted to the Town Clerk at nleigh@bhtown.utah.gov no later than 5:00PM on October 27, 2025.
 - 4. FISCAL YEAR 2026 TOWN BUDGET AMENDMENT.** Shane Williamson, Administrative Services Director. The Council will consider an ordinance amending the FY2026 Town budget.
 - 5. TRANSPORTATION UTILITY FEE STUDY DISCUSSION.** Shane Williamson, Administrative Services Director. The Council will hold a discussion on a proposed Transportation Utility Fee Study..
 - 6. FUTURE AGENDA ITEMS.** Discussion on potential items for future Council agendas.

G. ADJOURNMENT

Date: October 22, 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



Code Enforcement

May 2025 - September 2025

The months of May - October have been steady with building. Listed below are the stats for the months:

Warnings Issued: Total: 79

- Attractive Nuisances: 0
- Flagged building permits: 27
- Illegal Fences: 1
- Temporary Signs: 1
- Operating without a license: 39
- Excavating/Grading without permit: 2
- Modification of CUP: 0
- Camping: 7
- Construction without a permit: 1
- Minor Alterations: 1
- Parking: 0
- Parking strike against STR: 0

Citations Issued: 0

- Operating without a License (STR): 0
- Temporary Sign: 0
- Accessory Structure: 0

Resolved Warnings & Citations: Total: 69

- Operating without a license: 39
- Illegal Fence: 1
- Attractive Nuisance: 0
- Temp Sign: 1
- Tree Removal: 0
- Accessory Structure Violations: 00..
- Excavating/Grading without permit: 1
- Modification of CUP: 0
- Camping: 7
- Temporary Signs: 0
- Minor Alterations: 1
- Parking: 0
- Construction without a permit: 0
- Flagged building permits: 19

Code Enforcement is currently working on washouts, and construction sites throughout the Town. Most people have been cooperative but do voice concerns about trying to fit all building material within the building lot and not cutting down more trees.

If you have any questions on what's happening in Code Enforcement, please do not hesitate to contact me.



STAFF REPORT TO THE TOWN COUNCIL

BRIAN HEAD

ITEM: 2025/26 WINTER SHUTTLE CONTRACT AWARD

AUTHOR: Nancy Leigh, Town Clerk
DEPARTMENT: Administration
DATE: October 28, 2025
TYPE OF ITEM: Legislative Action

SUMMARY:

The council will consider awarding the 2025-2026 winter shuttle contract.

BACKGROUND:

Since 1998, the Town has operated a winter shuttle that is free to the public and is supported by the Business License Enhanced Service Fee of 1.5% of all taxable sales in Brian Head. The fee also includes enhanced snow removal services for the Town and shuttle system.

It has been the policy of the Town to review contracts every three years and go through a bidding process in order to receive the best cost for services that are typically ongoing. This year staff sent a request for proposals to several interested shuttle companies.

ANALYSIS:

This year, the Town received three bids for the 2025-26 winter shuttle service. The companies that submitted a bid are Brian Head Drivers, Red Rock Shuttle and St. George Shuttle. This is the first time we have received bids from Brian Head Drivers and Red Rock Shuttle. St. George Shuttle has been the Town's shuttle service since 2015 and has provided excellent service to the Town.

A committee of three individuals reviewed the bids submitted and created a score card based on the following factors:

Criteria	Pts	Brian Head Drivers			Red Rock Shuttle			St George Shuttle		
		Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 1	Reviewer 2	Reviewer 3
Operations Plan	20	5	8	0	16	18	10	16	19	15
Staffing Plan	20	15	17	15	20	20	20	20	20	20
Prior Experience	30	20	20	15	20	15	15	30	30	20
Cost	30	0	5	0	30	28	25	25	25	20
Total	100	40	50	30	86	81	70	91	94	75
Composite Score		40			79			87		

The bids that were submitted are as follows:

- Brian Head Drivers: \$324,787 and a daily cost of \$1,360 for 15-passenger bus & \$1,630 for 12 passenger bus both with an 8-hour minimum. Another factor was the size of bus they proposed a 15-passenger bus as their largest bus.

- Red Rock Shuttle: \$149,500 and a daily cost of \$1,200 with an 8-hr. minimum. They proposed a 15-passenger and 22/23 passenger buses. Their experience has been working in Zion National Park as a shuttle provider.
- St. George Shuttle: \$163,000 with a daily cost of \$550 for both the 15 passenger and 20 passenger buses. They have been the Town's shuttle company since 2015.

The Town is not required to automatically accept the lowest bid, and we would be looking for the bidder that provides the best value in terms of cost and quality of service. Special consideration was given to bidders with experience in Brian Head, other mountain town, or similar environments. Other factors that were taken into consideration were the daily rates for the buses over the course of the winter season and the size and number of buses that are proposed to operate.

This year the shuttle is proposed to run from November 27, 2025, through May 10, 2026. There are fourteen (14) additional days included in this year's contract due to the Resort's closing date of May 10th.

BOARD/COMMISSION RECOMMENDATION:

NA

STAFF RECOMMENDATION:

Staff recommend that the council award the 2025-26 winter shuttle service contract to St. George Shuttle in the amount of \$163,000 as proposed. St. George Shuttle has the experience of Brian Head and has quickly adapted to the needs of the Town over the years.

PROPOSED MOTION:

The Council can approve as present, with changes (please identify changes in the motion), table for more information, or deny.

I move to award the 2025-2026 winter shuttle service contract to St. George Shuttle in the amount of \$163,000 as proposed.



Winter Season Ending April 2026

INDEPENDENT CONTRACTOR AGREEMENT FOR SHUTTLE BUS SERVICE

THIS AGREEMENT, as set forth herein between _____ and (hereinafter referred to as "CONTRACTOR"), Brian Head Town_(hereinafter referred to as "TOWN") represents a mutual understanding and agreement whereby Contractor will provide to Town certain services as set forth below.

1. ROUTES/SCHEDULES

A. Schedule:

Beginning November 27, 2025, and running through to May 10, 2026, or until one of the ski bases (Giant Steps - Navajo) no longer is operating its ski lifts.

- Sunday through Thursday (non-holiday periods)
 - One bus running - from 9:30 a.m. to 5:00 p.m.
- Friday/Saturday/Sunday Holiday Periods
 - One (1) sixteen-passenger bus runs from 9:00 am to 10:00 pm.
 - One (1) twenty-passenger bus runs from 9:00 am to 5:30 pm.
- Sunday through Thursday (From December 19, 2025, until February 16, 2026)
 - One (1) sixteen-passenger bus runs from 9:00 am to 5:30 pm.
 - One (1) twenty-passenger bus runs from 9:00 am to 5:30 pm
- Friday/Saturday (From December 19, 2025, until end of season)
 - One (1) sixteen-passenger bus runs from 9:00 am to 10:00 pm.
 - One (1) twenty-passenger bus runs from 9:00 am to 5:30 pm.
- Holidays Include:
 - Thanksgiving: November 27, 2025, through November 30, 2025
 - Christmas: December 19, 2024, through January 1, 2026
 - New Year's Eve: December 31, 2025 (night service until 2:00 am)
 - Martin Luther King: January 16-19, 2026 - Night service scheduled for Friday, Saturday, and Sunday (January 16-19, 2026)
 - President's Day: February 13-16, 2026 - Night service scheduled for Friday, Saturday, Sunday, and Monday (February 13 - 16, 2026)

B. Designated Shuttle Route:

Shuttle services will identify the following types of services: Ski Base Express Route, Town Wide Shuttle, and an on-call shuttle as defined on attached map (see attachment A)

C. Adjustments to Schedule and Route

Adjustments to the above stated routes and schedules may be proposed by either party during the term of this contract for the purpose of improving services to patrons or value to the Town. Such changes must be approved in writing by both parties prior any change being made and must have no impact on the cost of services, except as provided for in paragraph 25 (d) below.

2. ADDITIONAL SERVICES PROVIDED:

The Town may also request additional services on an as-needed basis at a rate of \$_____ per hour per vehicle for a 20-passenger bus with driver. Other service needs which may arise may be added to the Agreement by mutual consent at a rate negotiated by the Parties, consistent with paragraph 25(d).

3. COMMUNICATION SYSTEM. Contractor shall also provide, at Contractor's expense, adequate radios and other dispatch equipment necessary to contact the shuttle for efficient pick up and transportation of riders. Drivers are expected to operate all communications equipment in accordance with state law, including usage of hands-free devices for cell phones while operating a vehicle.

The Contractor will provide the Town with a contact phone number that customers may call or text during hours of operation in order to directly communicate with the Contractor regarding questions, complaints, or to inform vehicle operators that they are waiting at a certain stop. Vehicle operators will have a safe means of communicating with one another to ensure that they are properly spaced and that all stops are receiving the best service possible.

4. SIGNS. Town shall pay for all signs necessary to give appropriate notice of the routes and designated stops and bus identification. The bus stop signs shall be installed and maintained by the Town. The bus identification shall be installed and maintained by the Contractor.

5. COORDINATION MEETINGS. The Town and Contractor agree to hold a pre-season meeting and weekly meetings (as necessary) to coordinate the service and make improvements or modifications as needed.

6. RECORD KEEPING. The Contractor agrees to compile rider statistics (at pickup) by day, routes, and hours of day. These statistics shall be submitted with the monthly billing and a compiled history at the end of the season before final payment is made.

7. FUEL PURCHASE. The Contractor has the option to use fuel provided by the Town. The Contractor agrees to provide written documentation to validate the quantities used from Town fuel pumps. The cost of the fuel shall be deducted from the contract cost.

8. VEHICLES / EMPLOYEES. Contractor agrees to provide the buses, drivers, and other necessary labor and equipment, repair and maintain the vehicles and related equipment, and do all things necessary or proper for performance and completion of the services required by this Agreement. All shuttle vehicles shall be adequately equipped and maintained with grab rail stanchions and equipment racks to handle ski and snowboard

equipment. All shuttle vehicles without four-wheel drive capability shall be equipped and maintained with automatic tire chains or have adequate tire chains available which may be manually applied to the shuttles as weather demands. Cable chains will not be considered adequate. Contractor shall maintain backup equipment stationed and available in the Town to provide for continuous, uninterrupted operation of the shuttle service in case of equipment failure. The buses shall be equipped with double leaf automatic doors, 72" minimum interior headroom, duel rear tires and a walking isle.

The vehicles will be appropriately marked in order to clearly communicate to riders that this is a free shuttle provided by Brian Head Town as well as which route the shuttle is servicing. Any markings that cause confusion to riders will be removed.

Failure to provide properly equipped vehicles on the dates/times included in the schedule (except as put forth in Section 13) will result in a deduction to the contract sum according to the hourly/daily rates provided in Section 2 of this Agreement, unless otherwise agreed upon in advance and in writing by the Parties.

9. **LICENSED DRIVERS.** Contractor shall use only properly licensed drivers, and warrants that all drivers employed by it are appropriately trained, certified, and licensed for operation of the shuttle under the terms of this Agreement, in compliance with all laws and licensing and safety regulations promulgated by the Utah Department of Transportation, Utah Department of Driver's License Services, and any other State or Federal agency or body with jurisdiction to impose rules or regulations governing licensure or operation of public transportation of the type contemplated under this Agreement. Prior to commencing operations, Contractor shall provide a schedule listing all drivers currently employed by Contractor who may provide services under this Agreement and attach copies of each driver's Utah driver's license. Contractor may change drivers from time to time at its sole discretion but shall provide an updated schedule of drivers and copies of such driver's Utah driver's license before allowing such person to drive any vehicle subject to the terms of this Agreement.
10. **DRUG TESTING.** Contractor warrants that it has in place appropriate and adequate drug and alcohol testing policies and that it shall comply with such policies and with all rules and regulations under Utah Code Ann. 34-38-1 et. seq. and all applicable Federal and State laws and regulations with regard to drug and alcohol testing.
11. **LICENSED VEHICLES.** Contractor warrants that all vehicles furnished to provide services under this Agreement shall be appropriately inspected, certified, and licensed, in compliance with all applicable Federal and State rules, regulations, and laws governing public transportation vehicles and services as contemplated under this Agreement. Prior to commencing operations hereunder, Contractor shall provide a schedule listing and describing all vehicles to be used under this Agreement (including replacement vehicles), together with the Utah license plate numbers and VINs for each designated vehicle.
12. **VEHICLE MAINTENANCE / INSPECTION.** Contractor, while in performance of duties under this Agreement, shall perform a regular schedule of maintenance, inspection, and cleaning of all vehicles, and shall ensure the effective operation of all safety features on the vehicles. Contractor shall ensure that the passenger areas of the vehicles are maintained and kept in a clean condition on a daily basis. Contractor shall have the right

to wash the vehicles used under this Agreement in the area, and with Town equipment, currently used by the Town for washing Town equipment. Such use shall be coordinated with the Town's Public Works Director so as not to interfere with Town operations. The Town shall have the right at any time to inspect during regular business hours the vehicles identified pursuant to paragraph 10 and used by the Contractor for the services provided hereunder and all records kept by Contractor relating to the maintenance, inspection, and licensing of all such vehicles to ensure compliance with the terms of this Agreement, provided that the Town will provide reasonable advance notice to Contractor of such inspections.

13. **WEATHER RELATED CONCERNS.** The Contractor agrees to contact the Town whenever driving conditions are, in the opinion of the driver, unsafe. Under these conditions, the Contractor is allowed to alter its route or suspend service until the conditions are rectified. The Town shall receive credit for suspended services that exceed one (1) hour.
14. **DRIVER DRESS AND CONDUCT.** Contractor warrants that all drivers will wear a shirt or jacket identifying themselves as an employee of the Contractor and other clean and neat clothing or accessories that benefit the position in which they hold. Vehicle operators will work on a schedule that ensures a consistent and overall quality of service. Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the service and the TOWN. While performing their duties of the service, vehicle operators must maintain a clean and neat appearance. Contractor will ensure that operators will be prohibited from receiving tips for transportation services.
15. **INDEPENDENT CONTRACTOR.** Contractor enters into this Agreement as an independent contractor, and not as a subcontractor, agent, partner or servant of the Town. As an independent contractor, Contractor represents that it has all appropriate licenses for operation of the shuttle service and will employ and assume the control and direction over all drivers and other employees and related equipment necessary to perform the services as required under this Agreement. Contractor agrees that neither it nor its employees will represent to the public that it is an employee, subcontractor, agent, partner, or servant of the Town.
16. **RISK OF CONTRACTOR.** Contractor agrees that the performance of duties and services under this Agreement shall be in every respect at the risk of the Contractor.
17. **TERM OF CONTRACT.** Operations of shuttle services under this Agreement may commence on **November 27, 2025**, and shall continue until **May 10, 2026**, inclusive, unless sooner terminated in accordance with the provisions of this Agreement. The term of this Agreement an extension allowed by the _____ Agreement. The term of this Agreement may be extended by the Town for two (2) additional one (1) year periods under the same terms and conditions except as to the contract sum, which modified contract sum, will be determined in accordance with paragraph 25 (d). The election to extend this Agreement for the additional terms shall be given in writing by the Town to the Contractor on or before October 1, 2026.

18. **CONTRACT SUM.** Subject to the provisions of paragraph 23(d), the Town shall pay the Contractor for the performance of the services under this Agreement the total sum of \$_____. Such sum shall be paid to Contractor in **twelve (12)** semi-monthly installments. Contractor shall submit to the Town its invoice for the half-month period, on or before the 1st and 15th of each month, beginning December 1, 2025. Semi-monthly payments will be scheduled as follows:

Payment #	Dates	Amount
1	Dec 1 st	
2	Dec 15 th	
3	Jan 1 st	
4	Jan 15 th	
5	Feb 1 st	
6	Feb 15 th	
7	Mar 1 st	
8	Mar 15 th	
9	Apr 1 st	
10	Apr 15 th	
11	May 1 st	
12	May 15 th	

to be adjusted for added or reduced hours within the service period just completed, per Section 23 (d). After review of the Contractor's invoice, the Town shall make payment of sums due under this Agreement promptly, within 15 days of being invoiced (except for the final billing of which 75% that will be paid 15 days after the Town receives the final billing and the remaining portion after the account is reconciled for fuel purchases and service adjustment). The payment by the Town of the sums set forth herein, shall constitute full and complete payment of all sums due to Contractor for providing the services under this Agreement, including but not limited to, driver hours rendered in the actual provision of transportation services, employees hours incurred in training or in preparation, cleaning, inspections and fueling of the vehicles used under this Agreement, or for any other costs or expenses incurred by the Contractor. The Town's obligation to make payments and the Contractor's obligation to provide services under this Agreement shall terminate at such time as the Town has paid a total of \$_____ under this Agreement, or the amount as adjusted for added or reduced hours within the service period, as provided herein. Any sums not paid within fifteen (15) days of the due date hereunder shall accrue interest at ten percent (10%) per annum from the date due until paid in full. In the event that the Town elects to extend the terms of this Agreement as allowed in paragraph 24 (d), the same payment terms shall apply to the extension periods. Uniforms and vehicle identification signs shall be paid for, separate from the contract amount, by the Town, with the total amount not to exceed \$1,500. Copies of invoices for these purchases shall be submitted to the Town for reimbursement. Should it be necessary to delay the start of the season or end the season early due to insufficient snow, an adjustment to the contracted amount will be made by reducing that sum by \$____ per day for the bus.

19. **INSURANCE.** Contractor, prior to commencing operations hereunder, shall insure jointly the liability of itself and that of the Town for damage to property or injury to persons arising out of the services contemplated by this Agreement. Such insurance shall be in a minimum amount of \$3,000,000.00 per occurrence and shall be secured from an insurance company authorized by law to transact the business of insurance in the State of Utah and acceptable to Town. Contractor shall also provide, and maintain during the term of this Agreement, workers' compensation and employee liability insurance for all drivers and other employees utilized in providing services under this Agreement. Certificates of insurance verifying the Contractor's compliance with the insurance requirements under this paragraph shall be provided to the Town upon execution of this Agreement.
20. **INDEMNIFICATION.** The Town, or its authorized representatives, agents, or employees, shall not in any way or manner be answerable for, or suffer loss, damage, expense, or liability for, any loss or damage that may happen as a result of the transportation service provided by Contractor under this Agreement, except for damages caused by the Town's own negligence. Contractor shall assume all liability for its and its authorized representatives', agents', and employees' acts or omissions of every kind or nature arising from such transportation service, and shall defend, indemnify, and hold harmless the Town and its authorized representatives, agents, and employees, from all liability of every kind and nature arising from accident, negligence, or other cause arising from the acts or omissions of Contractor and its authorized representatives, agents, and employees in performing the obligations hereunder. Contractor shall assume all risk and liability for theft and vandalism of its property, and of the property of riders while on the shuttle buses. Nothing herein shall require the Contractor to indemnify the Town, its agents or employees, or other third parties for their own acts or omissions of others who are not authorized representatives, agents, or employees of Contractor.
21. **RIGHT TO DECLARE BREACH AND DEFAULT.** In addition to any other rights the parties may have, each party shall have the right to declare a breach or default of this Agreement if:
 - a. The other party becomes insolvent;
 - b. The other party makes an assignment for the benefit of creditors;
 - c. A voluntary or involuntary petition in bankruptcy is filed by or against either party, or a receiver is appointed to take charge of the property or affairs of either party;
 - d. Contractor shall without just cause reduce its working force or vehicles to a number that, if maintained, would be insufficient to carry out the work in accordance with this Agreement;
 - e. The other party otherwise fails to perform its obligations hereunder; or
 - f. The other party violates any laws applicable to the performance of this Agreement, including violation by its agents, servants or employees.
22. **RIGHT TO CURE.** Before either party shall exercise its right to declare the other party in default, it shall give the other party written notice of the alleged default. The other party shall then have ten (10) days from the date of receipt of such notice to cure the default. The party in default may extend the cure period for a reasonable time upon

showing the other a plan to cure, reasonable progress toward cure, and extenuating circumstances that prevent a complete cure with the ten (10) days' time frame.

23. **RIGHTS AFTER TERMINATION.** If, after notice, the defaulting party fails to cure the default, the other party may terminate this Agreement. Notwithstanding such termination, each party shall be entitled to any and all other legal or equitable remedies permissible under the law by reason of the breach.
24. **DISPUTE RESOLUTION.** Should a disagreement arise between the Town and Contractor relating to this Agreement or the services to be performed hereunder, the parties agree to submit to mediation before a mutually acceptable mediator. Such mediation shall be preceded by a written demand for mediation setting forth the issues to be mediated and a list of three (3) proposed mediators. The other party shall respond to such demand within thirty (30) days of receipt of the demand and shall either agree to the appointment of one of the proposed mediators or propose three (3) alternative mediators. The demanding party shall then have ten (10) days to agree to one (1) of the proposed alternative mediators. If all the proposed alternative mediators are unacceptable and the parties cannot come to a resolution as to an acceptable mediator within an additional ten (10) days, mediation will be deemed unsuccessful. Arbitration following unsuccessful mediation is optional and not mandatory.

25. **MISCELLANEOUS PROVISIONS.**

- a. **ASSIGNMENT.** Neither this Agreement, nor any part thereof, nor money due or to become due hereunder, may be assigned by either party without the express written approval of the other.
- b. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between parties with respect to the subject transportation services and supersedes all prior oral and written agreements, commitments, negotiations, or understandings with respect to the matters provided for herein and only to the extent provided herein.
- c. **NO WAIVER.** No covenant, term, or condition to this Agreement shall be deemed waived unless it is so waived in writing, signed by the party to be charged. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of other or subsequent breaches of the same or any other term or conditions.
- d. **MODIFICATION OF AGREEMENT.** No modification of this Agreement or any term or condition herein contained shall be valid unless in writing and duly executed; nor shall any modification to the Agreement not duly executed as provided herein be deemed to be a part of this Agreement under any circumstances. Notwithstanding the foregoing, based upon the needs of the Town and patrons of the shuttle bus service, the Town, in its discretion, shall have the right to reduce, or increase, the number of hours or number of buses operated under this Agreement. Such changes shall be made effective by the Town's reasonable verbal or written communication to Contractor. In the event of such changes, the contract sum payable by the Town under the terms of paragraph 17 of this Agreement shall be increased or reduced by \$____ per day of modified

operation. The Town agrees that it will utilize the services of at least one bus on each day during the term of this Agreement for at least two hours or will pay the equivalent cost of such use. The total reduction in the annual contract sum payable which the Town may affect through the use of this provision shall not exceed \$_____ per year.

- e. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted according to the laws of the State of Utah. All parties consent to personal jurisdiction and venue exclusively in the Fifth District Court of Utah, Iron County, should any case be filed.
- f. **SEVERABILITY.** All terms and conditions contained herein are severable and, in the event, that any of them shall be held or considered to be unenforceable by any court of competent jurisdiction, this Agreement shall be interpreted as if such unenforceable term or condition were not contained therein.
- g. **GENDER AND NUMBER.** Where applicable, the singular includes the plural, the masculine, includes the feminine, and vice versa.
- h. **BENEFIT; NO THIRD PARTY BENEFICIARIES.** This Agreement shall be binding upon and shall insure to the benefit of the parties and their permitted legal representatives, successors, and assigns. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- i. **CAPTIONS.** All captions or titles used in the Agreement are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions of any paragraph.
- j. **ENFORCEMENT COSTS.** The defaulting party shall pay all costs incurred by the non-defaulting party to enforce the terms of this Agreement, regardless of whether an action is commenced at law or in equity, which costs specifically shall not include reasonable attorney's fees. Notwithstanding the forgoing, each party's fees and costs associated with the mediation provided herein shall be borne by the party incurring such fees and costs. However, the parties shall each pay one-half of the costs of the mediation not individually incurred by a party.
- k. **REPRESENTATIONS AND WARRANTIES.** There are no representations or warranties between the parties except as expressly set forth in this Agreement.
- l. **TIME OF THE ESSENCE.** It is expressly agreed that time is of the essence of this Agreement.
- m. **FORCE MAJEURE.** Contractor shall not be in breach or default hereunder if prevented from performing its duties hereunder by any act of God or acts or occurrences not reasonably foreseeable in the operation of a transportation system during the winter months in Brian Head Town. However, the parties acknowledge and agree that Contractor's ability to provide service to all route stops hereunder may be delayed or temporarily prevented due to unusually large snowstorms, snow removal priorities, and/or equipment failures of the Town and the Utah

Department of Transportation (“UDOT”). Temporary delays or interruptions resulting from such storms and snow removal delay caused by competing priorities or equipment failures of the Town and UDOT shall not constitute grounds for breach or default hereunder.

IN WITNESS WHEREOF, the parties have executed the Agreement as of _____ day of _____, 2025.

TOWN OF BRIAN HEAD

By: _____
Bret Howser, Town Manager

CONTRACTOR

By: _____
Its: _____

ATTEST:

Nancy Leigh, Town Clerk

(SEAL)



Shuttle Operating Hours:
Sunday thru Thursday - 9am to 5pm
Friday, Saturday & Holidays - 9am to 10pm

Shuttle operates during ski season only

Shuttle runs on a continuous loop on the following lines:
(15-20 Minute Pickup Intervals)

1 Giant Steps Ski Area
 Restaurants
 Outfitter

2 The Mall
 Brian Head General Store
 Pizano's Pizzeria
 Mountain Peak Coffee
 Rosella's Mexican Restaurant
 Brianhead Sports
 Brian Head Ice

3 Utah ATV Rentals
 Timberbrook Condos

4 Apple Annie's Country Store

5 Thunder Mountain Motorsports

6 Brian Head Lodge
 Restaurants

7 Cedar Breaks Lodge
 Restaurants

8 Navajo Ski Area
 Restaurants
 Outfitter

9 Chalet Village

10 The Lofts Condos
 Aspen Condos

11 Brian Head Village (Bldgs A-L)

12 Brian Head Village (Bldgs M-Q)

13 Georg's Ski Shop

14 Chair 1 Overflow Parking

Additional On-Call Stops (not on continuous loop)
 Text the on-call stop's letter to (385)213-6520 to notify shuttle that you're waiting. You may have to wait up to 15 minutes for pickup.

A	Crooked River Condos	F	Brianwood Condos Giant Steps Condos The Villas	J	Upper Ridge View Cedar Village Condos
B	Snowshoe Village	G	Parkside Condos Evergreen Condos Black Diamond Condos	K	Trails at Navajo
C	Copper Chase Condos White Bear Condos	H	Kristi Condos Edelweiss Condos		
D	Town Hall & Visitor Center	I	Rue Jolley Neighborhood		
E	Sawmill Condos Southview Condos Timbernest Condos Alpine Condos				



STAFF REPORT TO THE TOWN COUNCIL

BRIAN HEAD

ITEM: ORDINANCE AMENDING FY 2026 BUDGETS

AUTHOR: Shane Williamson
DEPARTMENT: Administration
DATE: October 28, 2025
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will adopt Ordinance No. 25-009 amending the Fiscal Year (FY) 2026 Brian Head Town Budget(s).

BACKGROUND:

With the close of FY 2025, the Town needs to carry forward Capital project budgets for projects that overlap multiple fiscal years. In addition, a FY 2025 General Fund surplus triggered annual surplus bonuses reflected in the proposed adjustments to the FY 2026 budget.

ANALYSIS:

After closing the FY 2025 budget, staff calculated a \$370,000 surplus in the general fund. This is down from the previous year due to specific measures taken to reduce this amount, including adding staff, enhancing operational services, and addressing inflation. Approximately half the surplus was generated by revenues exceeding expectations – namely interest earnings and grant revenues. The other half was generated by expenditures falling shy of budgeted levels – largely in the Public Works function (probably due to a modest snow removal season).

General Fund - 10

Revenue

- 10.3890 – Fund Balance Appropriated: Increased by \$38,132. This illustrates bringing forward part of the FY 2024 surplus funds to the General Fund and the remaining budget for the 50th celebration.
- 10.3540 – Registration Fees - An increase of \$4,520 to account for revenue received from the 50th celebration

Expense

- 10.4140.110 – Admin – Salaries & Wages: Increased by \$6,500 to account for the admin portion of the Annual Bonus Program.
- 10.4140.130 – Admin – Employee Benefits: Increased by \$1,050 to account for the admin portion of the Annual Bonus Program.
- 10.4180.110 – P&Z – Salaries & Wages: Increased by \$1.090 to account for the admin portion of the Annual Bonus Program.
- 10.4180.130 – P&Z – Employee Benefits: Increased by \$175 to account for the admin portion of the Annual Bonus Program.

- 10.4210.110 – Police – Salaries & Wages: Increased by \$3,790 to account for the PS portion of the Annual Bonus Program.
- 10.4220.110 – Fire – Employee Benefits: Increased by \$3,790 to account for the PS portion of the Annual Bonus Program.
- 10.4410.110 – Streets – Salaries & Wages: Increased by \$9,750 to account for the PW portion of the Annual Bonus Program.
- 10.4410.130 – Streets – Employee Benefits: Increased by \$1,560 to account for the PW portion of the Annual Bonus Program.
- 10.4660.610 – Marketing & Events – Misc Exp – Increased by \$14,947 to carry forward 50th Celebration budget.

Capital Projects Fund - 46

Revenue

- 46.3890 – Fund Balance Appropriated: An increase of \$4,059,062 used for carrying forward projects listed below in the Capital Projects – Expense section.

Expense

- 46.4100.720 – Admin – Town Hall: Increase by \$54,600 carry forward remainder of budgeted allocation for Town Hall improvements.
- 46.4100.742 – Admin – Public Art: Increased by \$3,949 to carry forward remainder of budgeted allocation.
- 46.4120.710 Beautification - Shuttle Stops/Crosswalks – increase by \$563,346 to carry forward project budget
- 46.4120.720 Beautification - Street Lights – increase by \$499,568 to carry forward project budget
- 46.4120.721 Beautification - Trail Lights – increase by \$15,149 to carry forward project budget
- 46.4120.730 Beautification - Street Signs – increase by \$22,040 to carry forward project budget
- 46.4120.740 Beautification - Town Hall – increase by \$145,800 to carry forward project budget
- 46.4120.750 Beautification - Other Beautification Projects – increase by \$709,750 to carry forward project budget
- 46.4210.721 – Police – PS Bldg Aspen Meadows: Increased by \$270,000 to carry forward remainder of budgeted allocation.
- 46.4220.730 – Fire – Fire Equipment: Increased by \$38,739 to carry forward remainder of budgeted allocation.
- 46.4410.700 – Streets – Streets: Increase by \$905,022 to carry forward remainder of budgeted allocation.
- 46.4410.710 – Streets – Streets Lighting: Increase by \$88,606 to carry forward remainder of budgeted allocation.
- 46.4410.715 – Streets Hwy 143 Corridor: Increase by \$192,467 to carry forward remainder of budgeted allocation.

- 46.4440.720 – Shop – PW Aspen Meadows Facility: Increase by \$250,000 to carry forward remainder of budgeted allocation, include \$50k of FY 2024 surplus.
- 46.4440.721 – Shop – PW Facility – Increase by \$154,590 for current facility improvements, including parking lot pavement from FY 2024 Surplus.
- 46.4560.700 – Capital Project Recreation: Increase by \$145,436 to carry forward trails work project budgets

FINANCIAL IMPLICATIONS:

The amended FY 2026 budget will become the official budget regulating Town spending in FY 2025.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommend the budget(s) be adopted as proposed.

PROPOSED MOTION:

I move to adopt Ordinance No. 25-009 amending the FY 2026 Brian Head Town budget(s), as presented.

ATTACHMENTS:

A – Budget Reports

B – Ordinance Adopting FY2026 Budget Amendment

**Brian Head Town
10 General Fund**

	Current YTD	Current Budget	Proposed Adjustment	Proposed Amended Budget	Proposed Adjustment note
Revenue:					
Taxes					
3110 General Property Tax (Current Year)	0	1,043,500		1,043,500	
3120 General Property Tax (Delinquent)	8,313	87,300		87,300	
3130 Sales and Use Taxes	29,202	296,800		296,800	
3135 PAR Tax	5,132	55,500		55,500	
3140 Franchise Tax	0	4,700		4,700	
3145 Telecommunication Tax	854	5,900		5,900	
3151 Resort Tax	81,687	887,800		887,800	
3152 Highway Tax	15,393	166,000		166,000	
3153 Municipal Energy Tax	2,092	156,400		156,400	
3154 Municipal Transient Room Tax	32,018	182,000		182,000	
3170 Fee in Lieu	3,716	9,300		9,300	
3190 Penalties on Delinquent Taxes	400	3,400		3,400	
3200 Personal Property Taxes	4,833	34,600		34,600	
Total Taxes	183,639	2,933,200	0	2,933,200	
Licenses and permits					
3210.1 Business Licenses - New	394	36,900		36,900	
3212.1 STR Business Licenses - New	3,875	0		0	
3212.2 STR Business Licenses - Renewal	20,984	0		0	
3215 Alcohol Licenses	0	1,100		1,100	
3220 Enhanced Services Business License Fee	70,708	675,000		675,000	
3221.1 Building Permit Fees	25,427	103,200		103,200	
3221.2 Plan Check Fee	15,760	15,900		15,900	
3221.3 Tree and Grading Permit Fee	2,900	6,000		6,000	
3221.4 State Building Permit Fee 1%	270	1,032		1,032	
3222 Land Use Permit Fees	2,200	5,000		5,000	
3223 Disproportionate Service STR Fee	51,824	73,480		73,480	
Total Licenses and permits	194,342	917,612	0	917,612	

Intergovernmental revenue				
3314 Public Safety State Grant	0	0	0	
3341 General gov't state grant	55,100	385,000	385,000	
3356 Class C Road Funds	32,155	100,000	100,000	
3358 State Liquor Fund Allotment	0	3,000	3,000	
3373 County - fire agreements	0	80,000	80,000	
Total Intergovernmental revenue	87,255	568,000	0	568,000
Charges for services				
3419 Administrative Charges	27,533	82,600	82,600	
3422 Retail Fuel	31,356	92,900	92,900	
3426 Fire Department Revenue	3,600	11,400	11,400	
3428 Misc Police Revenue (Police Reports)	0	0	0	
3435 Shop Charges	64,330	192,989	192,989	
3442 Transportation Utility Fee	0	158,825	158,825	
Total Charges for services	126,819	538,714	0	538,714
Fines and forfeitures				
3510 Court Fines	798	1,000	1,000	
3520 Administrative Fines (Code Violations)	0	2,000	2,000	
Total Fines and forfeitures	798	3,000	0	3,000
Interest				
3610 Interest	26,503	100,000	100,000	
Total Interest	26,503	100,000	0	100,000
Special Events				0
3540 Registration Fees	4,520	0	4,520	4,520
3550 Donations	0	0	0	
Total Special Events	4,520	0	4,520	4,520
Miscellaneous revenue				
3650 Sales of materials and supplies	-42	250	250	
3680 Building/Pavilion Rentals	1,125	3,600	3,600	
3691 Health Insurance reimbursement (to be cleared)	0	4,200	4,200	
Total Miscellaneous revenue	1,083	8,050	0	8,050

Contributions				0
3802.2 Public Safety Impact Fee/3059	1,071	1,000		0
Total Contributions	1,071	1,000	0	1,000
 Transfers from other funds				
3825 Transfer from RDA	0	29,500		29,500
3890 Fund Balance Appropriated	0	55,000	38,132	93,132
Total Transfers from other funds	0	84,500	38,132	122,632
 Total Revenue:	626,030	5,154,076	42,652	5,196,728

Expenditures:**General government
Council**

4111.110 Council - Salaries	0	20,600	20,600
4111.130 Council - Benefits	0	1,576	1,576
4111.230 Council - Travel, Conferences & Training	194	12,550	12,550
4111.240 Council - Office Supplies & Expense	675	250	250
4111.290 Council - Telephone/Data Plans	174	700	700
4111.450 Council - Expenses	0	150	150
Total Council	1,043	35,826	0
			35,826

Administrative

4140.110 Admin - Salaries & Wages	77,551	242,292	6,500	248,792	FY 2025 Surplus Bonus per Council Policy
4140.111 Admin - Overtime Wages (Administrative)	1,349	0	0	0	
4140.130 Admin - Employee Benefits	30,892	112,478	1,050	113,528	FY 2025 Surplus Bonus per Council Policy
4140.210 Admin - Books/Subscriptions/Memberships	493	5,290	5,290		
4140.220 Admin - Publishing/Legal Notices	0	600	600		
4140.230 Admin - Meetings, Travel, Conferences & Training	1,502	9,005	9,005		
4140.240 Admin - Office Supplies/Reimb Expenses	1,134	6,000	6,000		
4140.245 Admin - Bank Charges	2,248	3,200	3,200		
4140.250 Admin - Equipment Supplies/Maintenance	2,248	3,400	3,400		
4140.254 Admin - Vehicle Repair & Maintenance	45	1,800	1,800		
4140.255 Admin - Fuel & Oil	254	2,000	2,000		
4140.270 Admin - Bldgs/Grounds - Supplies/Maint	3,481	12,690	12,690		
4140.280 Admin - Utilities	793	6,000	6,000		
4140.290 Admin - Telephone	2,384	6,600	6,600		
4140.310 Admin - Professional & Technical Services	5,408	22,235	22,235		
4140.312 Admin - Audit & Accounting	0	18,000	18,000		
4140.330 Admin - Training & Education	3,000	0	0		
4140.450 Admin - Elections	0	300	300		
4140.470 Admin - Uniforms	0	250	250		
4140.510 Admin - Insurance Expense	76,683	77,450	77,450		
4140.540 Admin - Promotions/Incentives	1,534	16,190	16,190		
4140.610 Admin - Miscellaneous Expense	0	250	250		
Total Administrative	211,000	546,030	7,550	553,580	

Legal

4145.310 Legal - Professional & Technical Services	400	7,000	7,000
Total Legal	400	7,000	0
			7,000

Planning and zoning

4180.110 P&Z - Salaries & Wages	30,285	104,501	1,090	105,591	FY 2025 Surplus Bonus per Council Policy
4180.111 P&Z - Overtime Wages (P & Z)	214	0		0	
4180.130 P&Z - Employee Benefits	15,832	57,894	175	58,069	FY 2025 Surplus Bonus per Council Policy
4180.210 Admin - Books/Subscriptions/Memberships	367	850		850	
4180.220 Planning & Bldg - State Bldg Permit Fee	0	900		900	
4180.230 P&Z - Travel, Conferences & Training	827	6,380		6,380	
4180.240 P&Z - Office Supplies & Expense	109	2,500		2,500	
4180.290 P&Z - Telephone	487	1,600		1,600	
4180.310 P&Z - Professional & Technical Services	2,582	11,540		11,540	
Total Planning and zoning	50,701	186,165	1,265	187,430	

Marketing & Events

4660.250 Marketing & Events - Equip Supplies/Maint	804	2,000		2,000	
4660.310 Marketing & Events - Prof & Technical Services	7,500	7,500		7,500	
4660.610 Marketing & Events - Miscellaneous Expense	25,454	0	14,947	14,947	Carry forward 50th Anniversary Budget
4660.612 Marketing & Events - Advertising/Marketing	50,550	363,250		363,250	
4660.615 Marketing & Events - Entertainment	131,385	128,300		128,300	
Total Marketing & Events	215,692	501,050	14,947	515,997	

Retail Fuel

4640.245 Retail Fuel - Bank Charges	1,492	5,620		5,620	
4640.250 Retail Fuel - Supplies & Maintenance	0	1,500		1,500	
4640.260 Retail Fuel - Retail Fuel (Town Pump)	28,481	72,600		72,600	
4640.310 Retail Fuel - Professional & Technical Services	1,324	725		725	
4640.510 Retail Fuel - Insurance Expense	0	560		560	
Total Retail Fuel	31,296	81,005	0	81,005	

Transit

4650.250 Transit - Supplies & Maintenance	0	1,000		1,000	
4650.310 Transit - Professional & Technical Services	0	11,000		11,000	
4650.485 Transit - Transportation Service	0	152,700		152,700	
Total Transit	0	164,700		164,700	

Total General government**510,132****1,521,776****23,762****1,545,538**

Public safety**Police**

4210.110 Police - Salaries & Wages	156,997	519,336	3,790	523,126	FY 2025 Surplus Bonus per Council Policy
4210.111 Police - Overtime Wages (Police)	14,196	32,400		32,400	
4210.120 Police - Part-time Officers	10,019	27,456		27,456	
4210.130 Police - Employee Benefits	106,094	363,304		363,304	
4210.210 Police - Books/Subscriptions/Memberships	121	810		810	
4210.230 Police - Travel, Conferences & Training	3,520	10,810		10,810	
4210.240 Police - Office Supplies & Expense	21	650		650	
4210.250 Police - Equipment Supplies & Maintenance	8,407	14,200		14,200	
4210.254 Police - Vehicle Repair & Maintenance	4,717	6,680		6,680	
4210.255 Police - Fuel	6,001	22,900		22,900	
4210.270 Police - Bldg/Grounds Supplies & Maintenance	1,393	5,900		5,900	
4210.275 Police - Public Safety Building Payment (MBA)	0	60,335		60,335	
4210.280 Police - Utilities	565	6,000		6,000	
4210.290.1 Police - Telephone	1,838	5,820		5,820	
4210.290.2 Police - Communications	30,436	39,550		39,550	
4210.310 Police - Professional & Technical Services	383	10,600		10,600	
4210.450 Police - Uniforms	866	3,500		3,500	
4210.451 Police - EMT Supplies	5	1,750		1,750	
4210.452 Police - EMT Training & Travel	445	6,750		6,750	
4210.453 Police - Search & Rescue	0	500		500	
4210.610 Police - Miscellaneous Expense	400	500		500	
Total Police	346,425	1,139,751	3,790	1,143,541	

Fire						
4220.110 Fire - Salaries & Wages	54,114	182,055	3,790	185,845	FY 2025 Surplus Bonus per Council Policy	
4220.111 Fire - Overtime Wages (Fire)	4,820	10,800		10,800		
4220.120 Fire - Part Time Wages	0	4,500		4,500		
4220.130 Fire - Employee Benefits	34,837	138,308		138,308		
4220.210 Fire - Books/Subscriptions/Memberships	0	310		310		
4220.230 Fire - Travel, Conferences & Training	176	1,575		1,575		
4220.240 Fire - Office Supplies & Expense	0	200		200		
4220.250 Fire - Equipment - Supplies & Maintenance	1,167	4,400		4,400		
4220.254 Fire - Vehicle Repair & Maintenance	3,448	10,200		10,200		
4220.255 Fire - Fuel	1,299	2,500		2,500		
4220.270 Fire - Bldgs/Grounds - Supplies & Maintenance	1,359	5,700		5,700		
4220.275 Fire - Public Safety Building Payment (MBA)	0	60,335		60,335		
4220.280 Fire - Utilities	392	6,000		6,000		
4220.290 Fire - Telephone	1,511	5,820		5,820		
4220.310 Fire - Professional & Technical Services	0	11,100		11,100		
4220.330 Fire - Training & Education	0	250		250		
4220.450 Fire - Uniforms	144	750		750		
4220.610 Fire - Miscellaneous Expense	400	2,100		2,100		
4220.810 Fire - Debt service principal	173	0		0		
Total Fire	103,839	446,903	3,790	450,693		
Total Public safety	450,264	1,586,654	7,580	1,594,234		

Highways and public improvements**Highways**

4410.110 Streets - Salaries & Wages	94,264	339,494	9,750	349,244	FY 2025 Surplus Bonus per Council Policy
4410.111 Streets - Overtime Wages (Streets)	11,857	16,500	1,560	18,060	FY 2025 Surplus Bonus per Council Policy
4410.130 Streets - Employee Benefits	52,935	221,014		221,014	
4410.230 Streets - Travel, Conferences & Training	5,539	10,471		10,471	
4410.240 Streets - Office Supplies & Expense	0	0		0	
4410.250 Streets - Equipment - Supplies & Maintenance	76	1,200		1,200	
4410.253 Streets - Snow Removal	47,379	90,000		90,000	
4410.269 Streets - Equipment Rental	0	8,750		8,750	
4410.280 Streets - Utilities (Area Lights)	3,685	12,000		12,000	
4410.310 Streets - Professional & Technical Services	1,108	2,090		2,090	
4410.411 Streets - Street Signs & Signals	305	5,500		5,500	
4410.415 Streets - Skier bridge O&M	0	2,600		2,600	
4410.420 Streets - Road Maintenance/Improvements	14,770	56,080		56,080	
Total Highways	231,918	765,699	11,310	777,009	

Shop & garage

4440.230 Shop - Travel, Conferences & Training	0	2,000		2,000
4440.240 Shop - Office Supplies & Expenses	101	1,500		1,500
4440.250 Shop - Equipment - Supplies & Maintenance	1,738	11,150		11,150
4440.252 Shop - Heavy Equipment Maintenance	8,571	47,500		47,500
4440.254 Shop - Vehicle Repair & Maintenance	8,331	15,000		15,000
4440.255 Shop - Fuel	18,208	95,000		95,000
4440.261 Shop - Equipment Lease (operating)	41,869	119,800		119,800
4440.270 Shop - Bldgs/Grounds - Supplies & Maint	1,308	5,150		5,150
4440.280 Shop - Utilities	815	12,000		12,000
4440.290 Shop - Telephone	2,112	9,600		9,600
4440.310 Shop - Professional & Techincal Services	591	2,100		2,100
4440.450 Shop - Uniforms	5,391	13,400		13,400
Total Shop & garage	89,035	334,200	0	334,200
				0
Total Highways and public improvements	320,953	1,099,899	11,310	1,111,209

Parks, recreation, and public property**Recreation**

4560.110 Recreation - Salaries & Wages	18,514	48,150	48,150
4560.111 Recreation - Overtime Wages (Recreation)	140	0	0
4560.130 Recreation - Employee Benefits	6,609	23,217	23,217
4560.230 Recreation - Travel, Conferences & Training	103	1,200	1,200
4560.240 Recreation - Office Supplies & Expense	0	0	0
4560.250 Recreation - Supplies & Maintenance	487	1,000	1,000
4560.254 Recreation - Vehicle Repair & Maintenance	948	900	900
4560.270 Recreation - Blds/Grounds - Supplies & Maint	489	2,800	2,800
4560.310 Recreation - Professional & Technical Services	0	90	90
4560.450 Recreation - Uniforms	0	200	200
4560.621 Recreation - Beautification	3,797	6,000	6,000
4560.631 Recreation - Walking Trails	44	100	100
4560.633 Recreation - ATV/Snowmobile Trails	46	7,500	7,500
4560.634 Recreation - Trail Signs	687	750	750
Total Recreation	31,863	91,907	0
Total Parks, recreation, and public property	31,863	91,907	0

Miscellaneous

4900 Operating Contingency	0	43,900	43,900
Total Miscellaneous	0	43,900	0

Transfers

4846 Transfer to Capital Projects	0	433,825	433,825
4847 Transfer to Asset Replacement	0	354,000	354,000
4851 Transfer to Water Fund	0	0	0
4890 Budgeted Increase in Fund Balance	0	22,115	22,115
Total Transfers	0	809,940	0

Total Expenditures: **1,313,212** **5,154,076** **42,652** **5,196,728**

Total Change In Net Position **-687,182** **0** **0** **0**

**Brian Head Town
46 Capital Fund**

	Current YTD	Current Budget	Proposed Adjustment Amount	Proposed Amended Budget	Proposed Adjustment note
Revenue:					
Intergovernmental revenue					
3341 General Gov't State Grant	0	12,500		12,500	
Total Intergovernmental revenue	0	12,500	0	12,500	
Interest					
3610 Interest revenue	22,536	0		0	
3610.3 Interest revenue 2025 GO Bond	18,368	0		0	
Total Interest	40,905	0	0	0	
Miscellaneous revenue					
3690 Sundry/Miscellaneous	0	0		0	
Total Miscellaneous revenue	0	0	0	0	
Transfers from other funds					
3810 Transfers from General Fund	0	433,825		433,825	
3890 Fund Balance Appropriated	0	12,500	4,059,062	4,071,562	Fund Balance Carry Forward
Total Transfers from other funds	0	446,325	4,059,062	4,505,387	
Total Revenue:	40,905	458,825	4,059,062	4,517,887	

Expenditures:**General government**
Administrative

4100.720 Town Hall	0	0	54,600	54,600	Project budget carry forward
4100.742 Public Art	0	0	3,949	3,949	Project budget carry forward
Total Administrative	0	0	58,549	58,549	

Beautification

4120.710 Beautification - Shuttle Stops/Crosswalks	59,565	0	563,346	563,346	Project budget carry forward
4120.720 Beautification - Street Lights	210,459	0	499,568	499,568	Project budget carry forward
4120.721 Beautification - Trail Lights	0	0	15,149	15,149	Project budget carry forward
4120.730 Beautification - Street Signs	37,960	0	22,040	22,040	Project budget carry forward
4120.740 Beautification - Town Hall	0	0	145,800	145,800	Project budget carry forward
4120.750 Beautification - Other Beautification Projects	0	0	709,750	709,750	Project budget carry forward
Total Beautification	307,984	0	1,955,653	1,955,653	

Total General government	307,984	0	2,014,202	2,014,202	
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Public safety**Police**

4210.730 Capital Project - PD Bldg Aspen Meadows	0	0	270,000	270,000	Project budget carry forward
Total Police	0	0	270,000	270,000	

Fire

4220.730 Capital Project - Fire Equipment	0	0	38,739	38,739	Project budget carry forward
Total Fire	0	0	38,739	38,739	
Total Public safety	0	0	308,739	308,739	

Highways and public improvements					
Highways					
4410.700 Capital project Streets	0	408,825	905,022	1,313,847	Project budget carry forward
4410.710 Capital Project - StreetLighting	0	0	88,606	88,606	Project budget carry forward
4410.715 Capital Project - Hwy 143 Corridor	0	0	192,467	192,467	Project budget carry forward
Total Highways	0	408,825	1,186,095	1,594,920	
Shop & garage					
4440.720 Public Works Facility - Aspen Meadows	0	0	250,000	250,000	Project budget carry forward
4440.721 Public Works Facility	0	0	154,590	154,590	Project budget carry forward
Total Shop & garage	0	0	404,590	404,590	
Total Highways and public improvements	0	408,825	1,590,685	1,999,510	
Parks, recreation, and public property					
Recreation					
4560.700 Capital project - Recreation	101,552	50,000	145,436	195,436	Project budget carry forward
Total Recreation	101,552	50,000	145,436	195,436	
Total Parks, recreation, and public property	101,552	50,000	145,436	195,436	
Transfers					
4815 Transfer to SnowShoe & Toboggan SAA Fund	0	0	0	0	
4851 Transfer to Water Utility Fund	0	0	0	0	
Total Transfers	0	0	0	0	
Total Expenditures:	409,537	458,825	4,059,062	4,517,887	
Total Change In Net Position	-368,632	0	0	0	



ORDINANCE NO. 25-__

AN ORDINANCE AMENDING THE FISCAL YEAR 2026 BUDGET OF FUNDS AND ACCOUNTS ENDING JUNE 30, 2026, FOR THE TOWN OF BRIAN HEAD, UTAH.

WHEREAS, the council determined a budget adjustment was needed in conjunction with the final costs/revenues generated by the Town's 50th Anniversary celebration events, Capital Fund projects, and the Town's surplus; and,

WHEREAS, in accordance with the Uniform Fiscal Procedures Act for Utah Towns, Brian Head Town, Utah, has amended its budget for the fiscal year ending June 30, 2026; and

WHEREAS, in accordance with Utah State law, a public hearing was held on October 28, 2025, on the amended budget and comments received relating thereto, and;

WHEREAS, the Town Council determined an adjustment was needed for the purpose of unforeseen expenditures that have taken place since the adoption of the fiscal year 2026 Town Budget, and;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF BRIAN HEAD, STATE OF UTAH:

ADOPTION: The Fiscal Year 2026 budget hereby be amended, including all funds and accounts as Attachment "A"

PASSED AND ADOPTED BY THE TOWN COUNCIL OF BRIAN HEAD on this ____ day of October 2025.

TOWN COUNCIL VOTE:

Mayor Clayton Calloway	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Council Member Larry Freeberg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Council Member Mitch Ricks	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Council Member Duane Nyen	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Council Member Martin Tidwell	Yes <input type="checkbox"/>	No <input type="checkbox"/>

BRIAN HEAD TOWN

By: _____
Clayton Calloway, Mayor

ATTEST:

Nancy Leigh, Town Clerk

(SEAL)

CERTIFICATE OF PASSAGE AND POSTING

I hereby certify that the above Ordinance is a true and accurate copy, including all attachments, of the Ordinance passed by the Town Council on the ____ day of October 2025 and have posted a complete copy of the ordinance on the Utah Public Meeting Notice Website and the Town's website as per UCA § 63G-30-102.

Nancy Leigh, Town Clerk

**Brian Head Town
10 General Fund**

	Current YTD	Current Budget	Proposed Adjustment	Proposed Amended Budget	Proposed Adjustment note
Revenue:					
Taxes					
3110 General Property Tax (Current Year)	0	1,043,500		1,043,500	
3120 General Property Tax (Delinquent)	8,313	87,300		87,300	
3130 Sales and Use Taxes	29,202	296,800		296,800	
3135 PAR Tax	5,132	55,500		55,500	
3140 Franchise Tax	0	4,700		4,700	
3145 Telecommunication Tax	854	5,900		5,900	
3151 Resort Tax	81,687	887,800		887,800	
3152 Highway Tax	15,393	166,000		166,000	
3153 Municipal Energy Tax	2,092	156,400		156,400	
3154 Municipal Transient Room Tax	32,018	182,000		182,000	
3170 Fee in Lieu	3,716	9,300		9,300	
3190 Penalties on Delinquent Taxes	400	3,400		3,400	
3200 Personal Property Taxes	4,833	34,600		34,600	
Total Taxes	183,639	2,933,200	0	2,933,200	
Licenses and permits					
3210.1 Business Licenses - New	394	36,900		36,900	
3212.1 STR Business Licenses - New	3,875	0		0	
3212.2 STR Business Licenses - Renewal	20,984	0		0	
3215 Alcohol Licenses	0	1,100		1,100	
3220 Enhanced Services Business License Fee	70,708	675,000		675,000	
3221.1 Building Permit Fees	25,427	103,200		103,200	
3221.2 Plan Check Fee	15,760	15,900		15,900	
3221.3 Tree and Grading Permit Fee	2,900	6,000		6,000	
3221.4 State Building Permit Fee 1%	270	1,032		1,032	
3222 Land Use Permit Fees	2,200	5,000		5,000	
3223 Disproportionate Service STR Fee	51,824	73,480		73,480	
Total Licenses and permits	194,342	917,612	0	917,612	

Intergovernmental revenue				
3314 Public Safety State Grant	0	0	0	
3341 General gov't state grant	55,100	385,000	385,000	
3356 Class C Road Funds	32,155	100,000	100,000	
3358 State Liquor Fund Allotment	0	3,000	3,000	
3373 County - fire agreements	0	80,000	80,000	
Total Intergovernmental revenue	87,255	568,000	0	568,000
Charges for services				
3419 Administrative Charges	27,533	82,600	82,600	
3422 Retail Fuel	31,356	92,900	92,900	
3426 Fire Department Revenue	3,600	11,400	11,400	
3428 Misc Police Revenue (Police Reports)	0	0	0	
3435 Shop Charges	64,330	192,989	192,989	
3442 Transportation Utility Fee	0	158,825	158,825	
Total Charges for services	126,819	538,714	0	538,714
Fines and forfeitures				
3510 Court Fines	798	1,000	1,000	
3520 Administrative Fines (Code Violations)	0	2,000	2,000	
Total Fines and forfeitures	798	3,000	0	3,000
Interest				
3610 Interest	26,503	100,000	100,000	
Total Interest	26,503	100,000	0	100,000
Special Events				0
3540 Registration Fees	4,520	0	4,520	4,520
3550 Donations	0	0	0	
Total Special Events	4,520	0	4,520	4,520
Miscellaneous revenue				
3650 Sales of materials and supplies	-42	250	250	
3680 Building/Pavilion Rentals	1,125	3,600	3,600	
3691 Health Insurance reimbursement (to be cleared)	0	4,200	4,200	
Total Miscellaneous revenue	1,083	8,050	0	8,050

Contributions				0
3802.2 Public Safety Impact Fee/3059	1,071	1,000		0
Total Contributions	1,071	1,000	0	1,000
 Transfers from other funds				
3825 Transfer from RDA	0	29,500		29,500
3890 Fund Balance Appropriated	0	55,000	38,132	93,132
Total Transfers from other funds	0	84,500	38,132	122,632
 Total Revenue:	626,030	5,154,076	42,652	5,196,728

Expenditures:**General government
Council**

4111.110 Council - Salaries	0	20,600	20,600
4111.130 Council - Benefits	0	1,576	1,576
4111.230 Council - Travel, Conferences & Training	194	12,550	12,550
4111.240 Council - Office Supplies & Expense	675	250	250
4111.290 Council - Telephone/Data Plans	174	700	700
4111.450 Council - Expenses	0	150	150
Total Council	1,043	35,826	0
			35,826

Administrative

4140.110 Admin - Salaries & Wages	77,551	242,292	6,500	248,792	FY 2025 Surplus Bonus per Council Policy
4140.111 Admin - Overtime Wages (Administrative)	1,349	0	0	0	
4140.130 Admin - Employee Benefits	30,892	112,478	1,050	113,528	FY 2025 Surplus Bonus per Council Policy
4140.210 Admin - Books/Subscriptions/Memberships	493	5,290	5,290		
4140.220 Admin - Publishing/Legal Notices	0	600	600		
4140.230 Admin - Meetings, Travel, Conferences & Training	1,502	9,005	9,005		
4140.240 Admin - Office Supplies/Reimb Expenses	1,134	6,000	6,000		
4140.245 Admin - Bank Charges	2,248	3,200	3,200		
4140.250 Admin - Equipment Supplies/Maintenance	2,248	3,400	3,400		
4140.254 Admin - Vehicle Repair & Maintenance	45	1,800	1,800		
4140.255 Admin - Fuel & Oil	254	2,000	2,000		
4140.270 Admin - Bldgs/Grounds - Supplies/Maint	3,481	12,690	12,690		
4140.280 Admin - Utilities	793	6,000	6,000		
4140.290 Admin - Telephone	2,384	6,600	6,600		
4140.310 Admin - Professional & Technical Services	5,408	22,235	22,235		
4140.312 Admin - Audit & Accounting	0	18,000	18,000		
4140.330 Admin - Training & Education	3,000	0	0		
4140.450 Admin - Elections	0	300	300		
4140.470 Admin - Uniforms	0	250	250		
4140.510 Admin - Insurance Expense	76,683	77,450	77,450		
4140.540 Admin - Promotions/Incentives	1,534	16,190	16,190		
4140.610 Admin - Miscellaneous Expense	0	250	250		
Total Administrative	211,000	546,030	7,550	553,580	

Legal

4145.310 Legal - Professional & Technical Services	400	7,000	7,000
Total Legal	400	7,000	0
			7,000

Planning and zoning

4180.110 P&Z - Salaries & Wages	30,285	104,501	1,090	105,591	FY 2025 Surplus Bonus per Council Policy
4180.111 P&Z - Overtime Wages (P & Z)	214	0		0	
4180.130 P&Z - Employee Benefits	15,832	57,894	175	58,069	FY 2025 Surplus Bonus per Council Policy
4180.210 Admin - Books/Subscriptions/Memberships	367	850		850	
4180.220 Planning & Bldg - State Bldg Permit Fee	0	900		900	
4180.230 P&Z - Travel, Conferences & Training	827	6,380		6,380	
4180.240 P&Z - Office Supplies & Expense	109	2,500		2,500	
4180.290 P&Z - Telephone	487	1,600		1,600	
4180.310 P&Z - Professional & Technical Services	2,582	11,540		11,540	
Total Planning and zoning	50,701	186,165	1,265	187,430	

Marketing & Events

4660.250 Marketing & Events - Equip Supplies/Maint	804	2,000		2,000	
4660.310 Marketing & Events - Prof & Technical Services	7,500	7,500		7,500	
4660.610 Marketing & Events - Miscellaneous Expense	25,454	0	14,947	14,947	Carry forward 50th Anniversary Budget
4660.612 Marketing & Events - Advertising/Marketing	50,550	363,250		363,250	
4660.615 Marketing & Events - Entertainment	131,385	128,300		128,300	
Total Marketing & Events	215,692	501,050	14,947	515,997	

Retail Fuel

4640.245 Retail Fuel - Bank Charges	1,492	5,620		5,620	
4640.250 Retail Fuel - Supplies & Maintenance	0	1,500		1,500	
4640.260 Retail Fuel - Retail Fuel (Town Pump)	28,481	72,600		72,600	
4640.310 Retail Fuel - Professional & Technical Services	1,324	725		725	
4640.510 Retail Fuel - Insurance Expense	0	560		560	
Total Retail Fuel	31,296	81,005	0	81,005	

Transit

4650.250 Transit - Supplies & Maintenance	0	1,000		1,000	
4650.310 Transit - Professional & Technical Services	0	11,000		11,000	
4650.485 Transit - Transportation Service	0	152,700		152,700	
Total Transit	0	164,700		164,700	

Total General government

510,132 1,521,776 23,762 1,545,538

Public safety**Police**

4210.110 Police - Salaries & Wages	156,997	519,336	3,790	523,126	FY 2025 Surplus Bonus per Council Policy
4210.111 Police - Overtime Wages (Police)	14,196	32,400		32,400	
4210.120 Police - Part-time Officers	10,019	27,456		27,456	
4210.130 Police - Employee Benefits	106,094	363,304		363,304	
4210.210 Police - Books/Subscriptions/Memberships	121	810		810	
4210.230 Police - Travel, Conferences & Training	3,520	10,810		10,810	
4210.240 Police - Office Supplies & Expense	21	650		650	
4210.250 Police - Equipment Supplies & Maintenance	8,407	14,200		14,200	
4210.254 Police - Vehicle Repair & Maintenance	4,717	6,680		6,680	
4210.255 Police - Fuel	6,001	22,900		22,900	
4210.270 Police - Bldg/Grounds Supplies & Maintenance	1,393	5,900		5,900	
4210.275 Police - Public Safety Building Payment (MBA)	0	60,335		60,335	
4210.280 Police - Utilities	565	6,000		6,000	
4210.290.1 Police - Telephone	1,838	5,820		5,820	
4210.290.2 Police - Communications	30,436	39,550		39,550	
4210.310 Police - Professional & Technical Services	383	10,600		10,600	
4210.450 Police - Uniforms	866	3,500		3,500	
4210.451 Police - EMT Supplies	5	1,750		1,750	
4210.452 Police - EMT Training & Travel	445	6,750		6,750	
4210.453 Police - Search & Rescue	0	500		500	
4210.610 Police - Miscellaneous Expense	400	500		500	
Total Police	346,425	1,139,751	3,790	1,143,541	

Fire						
4220.110 Fire - Salaries & Wages	54,114	182,055	3,790	185,845	FY 2025 Surplus Bonus per Council Policy	
4220.111 Fire - Overtime Wages (Fire)	4,820	10,800		10,800		
4220.120 Fire - Part Time Wages	0	4,500		4,500		
4220.130 Fire - Employee Benefits	34,837	138,308		138,308		
4220.210 Fire - Books/Subscriptions/Memberships	0	310		310		
4220.230 Fire - Travel, Conferences & Training	176	1,575		1,575		
4220.240 Fire - Office Supplies & Expense	0	200		200		
4220.250 Fire - Equipment - Supplies & Maintenance	1,167	4,400		4,400		
4220.254 Fire - Vehicle Repair & Maintenance	3,448	10,200		10,200		
4220.255 Fire - Fuel	1,299	2,500		2,500		
4220.270 Fire - Bldgs/Grounds - Supplies & Maintenance	1,359	5,700		5,700		
4220.275 Fire - Public Safety Building Payment (MBA)	0	60,335		60,335		
4220.280 Fire - Utilities	392	6,000		6,000		
4220.290 Fire - Telephone	1,511	5,820		5,820		
4220.310 Fire - Professional & Technical Services	0	11,100		11,100		
4220.330 Fire - Training & Education	0	250		250		
4220.450 Fire - Uniforms	144	750		750		
4220.610 Fire - Miscellaneous Expense	400	2,100		2,100		
4220.810 Fire - Debt service principal	173	0		0		
Total Fire	103,839	446,903	3,790	450,693		
Total Public safety	450,264	1,586,654	7,580	1,594,234		

Highways and public improvements**Highways**

4410.110 Streets - Salaries & Wages	94,264	339,494	9,750	349,244	FY 2025 Surplus Bonus per Council Policy
4410.111 Streets - Overtime Wages (Streets)	11,857	16,500	1,560	18,060	FY 2025 Surplus Bonus per Council Policy
4410.130 Streets - Employee Benefits	52,935	221,014		221,014	
4410.230 Streets - Travel, Conferences & Training	5,539	10,471		10,471	
4410.240 Streets - Office Supplies & Expense	0	0		0	
4410.250 Streets - Equipment - Supplies & Maintenance	76	1,200		1,200	
4410.253 Streets - Snow Removal	47,379	90,000		90,000	
4410.269 Streets - Equipment Rental	0	8,750		8,750	
4410.280 Streets - Utilities (Area Lights)	3,685	12,000		12,000	
4410.310 Streets - Professional & Technical Services	1,108	2,090		2,090	
4410.411 Streets - Street Signs & Signals	305	5,500		5,500	
4410.415 Streets - Skier bridge O&M	0	2,600		2,600	
4410.420 Streets - Road Maintenance/Improvements	14,770	56,080		56,080	
Total Highways	231,918	765,699	11,310	777,009	

Shop & garage

4440.230 Shop - Travel, Conferences & Training	0	2,000		2,000
4440.240 Shop - Office Supplies & Expenses	101	1,500		1,500
4440.250 Shop - Equipment - Supplies & Maintenance	1,738	11,150		11,150
4440.252 Shop - Heavy Equipment Maintenance	8,571	47,500		47,500
4440.254 Shop - Vehicle Repair & Maintenance	8,331	15,000		15,000
4440.255 Shop - Fuel	18,208	95,000		95,000
4440.261 Shop - Equipment Lease (operating)	41,869	119,800		119,800
4440.270 Shop - Bldgs/Grounds - Supplies & Maint	1,308	5,150		5,150
4440.280 Shop - Utilities	815	12,000		12,000
4440.290 Shop - Telephone	2,112	9,600		9,600
4440.310 Shop - Professional & Techincal Services	591	2,100		2,100
4440.450 Shop - Uniforms	5,391	13,400		13,400
Total Shop & garage	89,035	334,200	0	334,200
				0
Total Highways and public improvements	320,953	1,099,899	11,310	1,111,209

Parks, recreation, and public property**Recreation**

4560.110 Recreation - Salaries & Wages	18,514	48,150	48,150
4560.111 Recreation - Overtime Wages (Recreation)	140	0	0
4560.130 Recreation - Employee Benefits	6,609	23,217	23,217
4560.230 Recreation - Travel, Conferences & Training	103	1,200	1,200
4560.240 Recreation - Office Supplies & Expense	0	0	0
4560.250 Recreation - Supplies & Maintenance	487	1,000	1,000
4560.254 Recreation - Vehicle Repair & Maintenance	948	900	900
4560.270 Recreation - Blds/Grounds - Supplies & Maint	489	2,800	2,800
4560.310 Recreation - Professional & Technical Services	0	90	90
4560.450 Recreation - Uniforms	0	200	200
4560.621 Recreation - Beautification	3,797	6,000	6,000
4560.631 Recreation - Walking Trails	44	100	100
4560.633 Recreation - ATV/Snowmobile Trails	46	7,500	7,500
4560.634 Recreation - Trail Signs	687	750	750
Total Recreation	31,863	91,907	0
Total Parks, recreation, and public property	31,863	91,907	0

Miscellaneous

4900 Operating Contingency	0	43,900	43,900
Total Miscellaneous	0	43,900	0

Transfers

4846 Transfer to Capital Projects	0	433,825	433,825
4847 Transfer to Asset Replacement	0	354,000	354,000
4851 Transfer to Water Fund	0	0	0
4890 Budgeted Increase in Fund Balance	0	22,115	22,115
Total Transfers	0	809,940	0

Total Expenditures: **1,313,212** **5,154,076** **42,652** **5,196,728**

Total Change In Net Position **-687,182** **0** **0** **0**

**Brian Head Town
46 Capital Fund**

	Current YTD	Current Budget	Proposed Adjustment Amount	Proposed Amended Budget	Proposed Adjustment note
Revenue:					
Intergovernmental revenue					
3341 General Gov't State Grant	0	12,500		12,500	
Total Intergovernmental revenue	0	12,500	0	12,500	
Interest					
3610 Interest revenue	22,536	0		0	
3610.3 Interest revenue 2025 GO Bond	18,368	0		0	
Total Interest	40,905	0	0	0	
Miscellaneous revenue					
3690 Sundry/Miscellaneous	0	0		0	
Total Miscellaneous revenue	0	0	0	0	
Transfers from other funds					
3810 Transfers from General Fund	0	433,825		433,825	
3890 Fund Balance Appropriated	0	12,500	4,059,062	4,071,562	Fund Balance Carry Forward
Total Transfers from other funds	0	446,325	4,059,062	4,505,387	
Total Revenue:	40,905	458,825	4,059,062	4,517,887	

Expenditures:**General government**
Administrative

4100.720 Town Hall	0	0	54,600	54,600	Project budget carry forward
4100.742 Public Art	0	0	3,949	3,949	Project budget carry forward
Total Administrative	0	0	58,549	58,549	

Beautification

4120.710 Beautification - Shuttle Stops/Crosswalks	59,565	0	563,346	563,346	Project budget carry forward
4120.720 Beautification - Street Lights	210,459	0	499,568	499,568	Project budget carry forward
4120.721 Beautification - Trail Lights	0	0	15,149	15,149	Project budget carry forward
4120.730 Beautification - Street Signs	37,960	0	22,040	22,040	Project budget carry forward
4120.740 Beautification - Town Hall	0	0	145,800	145,800	Project budget carry forward
4120.750 Beautification - Other Beautification Projects	0	0	709,750	709,750	Project budget carry forward
Total Beautification	307,984	0	1,955,653	1,955,653	

Total General government	307,984	0	2,014,202	2,014,202	
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Public safety**Police**

4210.730 Capital Project - PD Bldg Aspen Meadows	0	0	270,000	270,000	Project budget carry forward
Total Police	0	0	270,000	270,000	

Fire

4220.730 Capital Project - Fire Equipment	0	0	38,739	38,739	Project budget carry forward
Total Fire	0	0	38,739	38,739	
Total Public safety	0	0	308,739	308,739	

Highways and public improvements					
Highways					
4410.700 Capital project Streets	0	408,825	905,022	1,313,847	Project budget carry forward
4410.710 Capital Project - StreetLighting	0	0	88,606	88,606	Project budget carry forward
4410.715 Capital Project - Hwy 143 Corridor	0	0	192,467	192,467	Project budget carry forward
Total Highways	0	408,825	1,186,095	1,594,920	
Shop & garage					
4440.720 Public Works Facility - Aspen Meadows	0	0	250,000	250,000	Project budget carry forward
4440.721 Public Works Facility	0	0	154,590	154,590	Project budget carry forward
Total Shop & garage	0	0	404,590	404,590	
Total Highways and public improvements	0	408,825	1,590,685	1,999,510	
Parks, recreation, and public property					
Recreation					
4560.700 Capital project - Recreation	101,552	50,000	145,436	195,436	Project budget carry forward
Total Recreation	101,552	50,000	145,436	195,436	
Total Parks, recreation, and public property	101,552	50,000	145,436	195,436	
Transfers					
4815 Transfer to SnowShoe & Toboggan SAA Fund	0	0	0	0	
4851 Transfer to Water Utility Fund	0	0	0	0	
Total Transfers	0	0	0	0	
Total Expenditures:	409,537	458,825	4,059,062	4,517,887	
Total Change In Net Position	-368,632	0	0	0	



ITEM: PAVEMENT MANAGEMENT PLAN UPDATE

AUTHOR: Shane Williamson
DEPARTMENT: Administration
DATE: October 28, 2025
TYPE OF ITEM: Discussion

SUMMARY:

The Town Council will receive a presentation from Crews & Associates, who recently completed the Transportation Utility Fee (TUF) Study for Brian Head Town. The study evaluates options for establishing a Transportation Utility Fee to provide a sustainable, dedicated funding source for the Town's Pavement Management Program.

BACKGROUND:

During the January 2024 Strategic Planning Retreat, the Town Council discussed long-term strategies to sustain the Pavement Management Plan, which was first adopted in October 2016. At that time, staff presented updated cost projections showing that, while the plan remained effective, rising costs had created an estimated \$195,000 annual funding gap to fully implement the plan through FY2036.

Following that discussion, the Council directed staff to:

- Allocate \$195,000 from the FY2023 General Fund surplus to support the plan beginning in FY2025;
- Maintain the existing \$250,000 annual transfer from the General Fund to the Pavement Management Program; and
- Pursue a Transportation Utility Fee (TUF) Study to determine the feasibility of implementing a utility-style funding mechanism to close the remaining funding gap.

Since that time, staff has worked with Crews & Associates to complete the TUF analysis, which models funding scenarios, revenue potential, and fee structures designed to sustain the Pavement Management Plan through 2036.

ANALYSIS:

Crews & Associates' completed study outlines the Town's funding need, evaluates alternative revenue mechanisms, and models Transportation Utility Fee (TUF) options based on residential and commercial use equivalents (ERUs).

Key findings include:

- The Pavement Management Plan balance is projected to dip below zero in FY2035 without additional revenue.
- A funding gap of approximately \$160,000 annually remains to sustain the plan through FY2036.

- The study evaluated two primary long-term funding mechanisms:
 - **Transportation Utility Fee (TUF):** Monthly utility-style charge based on Equivalent Residential Units (ERUs).
 - **Property Tax Adjustment:** Truth-in-Taxation-based revenue increase (less equitable and less predictable).

TUF Scenarios Evaluated:

Scenario	Monthly Fee	Annual Revenue	Notes
Legal Maximum	\$30.00 / ERU	≈ \$499,000	Maximum allowed by pending/drafted law
Staff Recommended	\$11.00 / ERU	≈ \$163,000	67% reduction to minimize risk of legal challenge and maintain affordability

TUF approach:

- Provides dedicated, predictable, and legally defensible funding for streets.
- Distributes costs based on estimated roadway use rather than property value.
- Allows for long-term financial planning within the Pavement Management Program.

Alternative (Property Tax) considerations:

- Would require a formal Truth in Taxation process and potentially voter sensitivity.
- Distributes costs based on property values rather than estimated roadway use.
- Would be a cleaner process that may look at residential and commercial tax/fee payers more equitably.

FINANCIAL IMPLICATIONS:

With the identified ongoing funding gap, mitigation would be needed. The TUF and a Property Tax Increase both would accomplish this.

STAFF RECOMMENDATION:

Staff recommend that the Town Council receive the presentation from Crews Financial Services and provide feedback or direction on next steps for evaluating implementation of a Transportation Utility Fee, including public engagement and potential ordinance development.

PROPOSED MOTION:

No motion necessary; informational/discussion item only.

ATTACHMENTS:

A - January 2024 Staff Report: Pavement Management Plan Update



ITEM: PAVEMENT MANAGEMENT PLAN UPDATE

AUTHOR: Aldo Biasi
DEPARTMENT: Public Works
DATE: January 23, 2024
TYPE OF ITEM: Discussion

SUMMARY:

The Council will discuss the increased cost associated with the updated Streets Pavement Management Plan. The Council will direct the staff proceeding forward with the funding options provided by the staff.

BACKGROUND:

The Pavement Management Plan was adopted by the Council in October of 2016 and implemented the following year. From 2017 to 2020, the Town and Public Works did their best to fund and keep the plan on schedule. The plan did fall behind by one year due to cost increases. In that time frame there was also a property tax increase and the Council decided to put an additional \$50,000 toward the streets fund which was greatly appreciated. The Town finished the first cycle of the plan and went into the open three-year period. This period is intended to rebuild back the funds for the next cycle of projects. Staff also evaluated if the order of the program needed to be changed. It is staff's opinion that the current order of the streets to be worked on is still the best to proceed forward.

ANALYSIS:

The Town is currently in the second year of the open period. Staff has been assigned the task of updating the costs associated with the plan to provide a better budget number moving forward through the next cycle of projects. After updating the cost, staff has put together a budget plan that will take the Town up to 2036. Staff recommends that Town does not wait to have the third open year and begin the plan again on the correct year it was intended to begin. The Ridgeview area is where the plan begins, and it is in the opinion of staff that this is the worst area of the Town. It should come as no surprise to the Council that costs have doubled from when the plan was developed to the current cost.

Currently the Town puts \$250,000 dollars a year toward the program. With the increase in costs that have taken place, that contribution needs to grow to \$395,000 and then continue to rise at a rate of 3.5% each year to keep up with anticipated costs. Staff has put together some options of how this may be achieved, including reducing costs.

One cost reduction option may include partnering with neighboring cities. Parowan City and Enoch City have recently purchased a chipper. They have had difficulty finding a contractor to do this task for them. Their program is still in the beginning phases and staff will meet and talk with them and see if this something we can and want to join in on to help save on the additional costs. Certainly, Public Works does not lack projects in the summertime, but we are committed to keeping the Pavement Management Program moving forward. Staff is also going to research

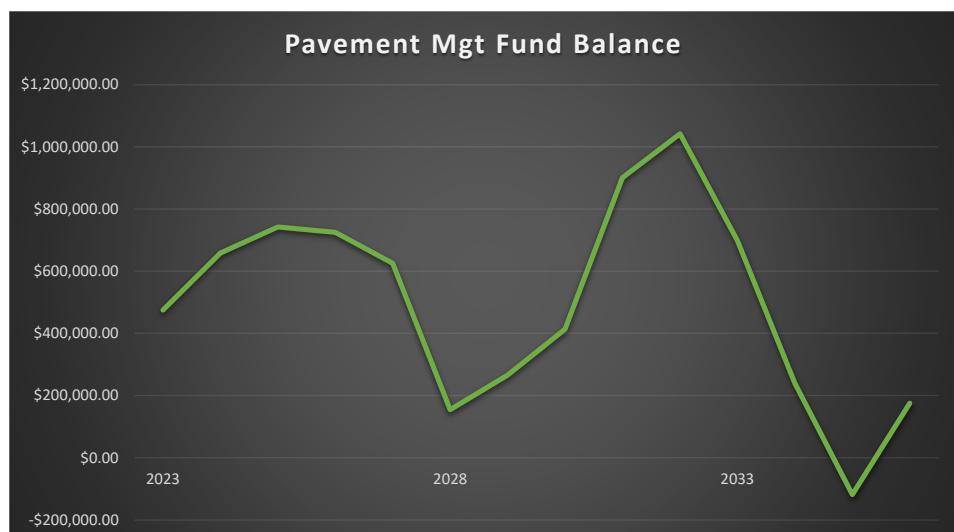
if there are any other products out there that can work for the Town and could be added into the program.

The following blocks show the proposed project schedule: (note – SS means “Surface Seal”, Minor means minor reconstruction [generally a 1” pavement overlay with chip seal and replacing areas of failing pavement/subgrade])

2024			2025		
Ridgeview I	SS	\$182,078.00	Ridgeview II	SS	\$135,169.58
			Hunter Ridge I	SS	\$151,900.84
<i>Total Estimated Cost</i>			<i>Total Estimated Cost</i>		
\$196,644.24			\$310,036.05		
2026			2027		
Steam Engine I, II, III	SS	\$393,853.97	Vasels	SS	\$206,919.96
			Pinehurst	SS	\$130,696.02
			Eagles Roost	SS	\$133,530.00
			Circle Drive	SS	\$12,940.20
<i>Total Estimated Cost</i>			<i>Total Estimated Cost</i>		
\$425,362.29			\$522,813.07		
2028			2029		
Village Way	SS	\$144,435.20	Trails @ Navajo	SS	\$130,387.92
Red Fox Cir	Minor	\$78,020.54	Shooting Star	SS	\$106,994.16
Kodiak	Minor	\$365,851.20	Yarrow	SS	\$21,599.76
Autumn	Minor	\$253,047.08	Willow	SS	\$34,516.56
Blue Jay	Minor	\$0.00	Alpine, Sierra	SS	\$24,326.64
<i>Total Estimated Cost</i>			<i>Total Estimated Cost</i>		
\$908,662.34			\$343,251.04		
2030			2031		
Zion View	SS	\$182,078.00			
Bristlecone	SS	\$117,149.76	Open Year		
<i>Total Estimated Cost</i>			<i>Total Estimated Cost</i>		
\$323,165.98			\$0.00		

2032			2033		
Ridgeview I	SS	\$337,038.00	Ridgeview II	Minor	\$522,034.24
			Hunter Ridge I	SS	\$281,353.28
<i>Total Estimated Cost</i>			<i>Total Estimated Cost</i>		
\$364,001.04			\$867,658.52		
2034			2035		
Steam Engine I	SS	\$175,018.48	Steam Engine III	Minor	\$437,970.52
Steam Engine II	Minor	\$751,383.36	Vasels	SS	\$412,966.84
<i>Total Estimated Cost</i>			<i>Total Estimated Cost</i>		
\$1,000,513.99			\$919,012.35		
2036					
Village Way	SS	\$266,866.60			
<i>Total Estimated Cost</i>			\$288,215.93		

With those cost projections, and assuming a \$395,000 contribution in FY 2025, increasing 3.5% each year, the following chart shows projected ending balances in the Pavement Mgt Program each year. There's a dip below zero in 2035, but it quickly rebounds in 2036.



FINANCIAL IMPLICATIONS:

Some cities have begun to implement a “Transportation Utility Fee” (or TUF) to cover their pavement management costs. The Utah League of Cities & Towns has identified 13 municipalities which have implemented such a utility fee, and many more which are interested in doing so once they see how it works with those cities that have it.

Pleasant Grove City implemented the fee in 2018, and almost immediately faced a legal challenge backed by the Libertas Institute (a Libertarian activist group). The challenge weaved its way through the courts with the main question being, is this a fee or a tax? Cities in Utah are allowed to levy reasonable fees for service, but they are limited to levying only the taxes which are explicitly allowed by the State. Therefore, if it was a fee for service, then it was legal. If it was a tax, then they illegally implemented a tax. Just this past year the Utah Supreme Court ruled that it is a fee, although they didn't weigh in on whether the fee was appropriately calculated (that was remanded to a lower court). The case has since been dropped by Libertas.

So will that open the floodgates for cities which have been waiting to implement a TUF? Not quite yet. The Utah League of Cities & Towns has let cities know that there is almost a certainty that the State Legislature will now take up this issue. It is not believed that the Legislature will remove cities' ability to levy the fee, but there may be legislation dictating how such a fee is to be calculated.

Staff has investigated how these fees are calculated. We reviewed Pleasant Grove's fee study, which is based on Provo's model. Their fee analysis looks at “trip counts” by type of development (single family residential, multi-family residential, and businesses). Then they took the amount needed for the Pavement Mgt Program above and beyond their Class C Road funds and other revenues designated for road maintenance, and spread that out among the different types of development weighted by trip data. Ultimately, they settled on only 3 distinct types:

- Residential \$8.45/mo
- Tier 1 Business \$41.27/mo
- Tier 2 Business \$236.05/mo

Staff believes that if we conducted a similar analysis it would generate a fee of about \$6/mo per residence (very difficult to predict what it would be for businesses). But \$6/mo for 1400 residential units would generate approximately \$100,000 annually, closing the funding gap for our pavement management plan.

STAFF RECOMMENDATION:

Staff recommends the following:

- Set aside \$195,000 from the FY 2023 General Fund surplus and add it to the \$250,000 annual transfer in FY 2025
- Then pursue a Transportation Utility Fee study over the next year and cover as much of the \$195,000 gap ongoing.
- Staff will also continue to pursue efficiencies to try to bring costs down in the overall program