

The Regular Meeting of the
Brian Head Town Council acting as the
Governing Body of the Brian Head Redevelopment Agency
Town Hall - 56 North Highway 143
Brian Head, UT 84719
TUESDAY, OCTOBER 27, 2015 @ 1:00 PM

AGENDA

- A. CALL TO ORDER** **1:00 PM**
B. PLEDGE OF ALLEGIANCE
C. DISCLOSURES
D. APPROVAL OF THE MINUTES: October 13, 2015 Town Council Meeting
E. PUBLIC INPUT/ REPORTS (Limited to three (3) minutes) Non-Agenda Items
F. AGENDA ITEMS:

BRIAN HEAD REDEVELOPMENT AGENCY

- 1. PUBLIC HEARING FOR PROPOSED AMENDMENTS TO THE CURRENT PROJECT AREA PLAN FOR THE BRIAN HEAD INTERCONNECT COMMUNITY DEVELOPMENT PROJECT AREA.** The RDA Board will receive public comment on proposed amendments to the Brian Head Interconnect Community Development Project Area Plan. Comments are limited to 3 minutes and written comments may be submitted to the Town Clerk no later than noon on October 27, 2015. A draft plan is available for public inspection in the office of the Town Clerk.

BRIAN HEAD TOWN COUNCIL

- 2. BRISTLECONE POND LANDSCAPING PLAN PROPOSAL.** Tom Stratton, Public Works Director. The Council will review the phases and costs estimates for the landscaping for Bristlecone Pond.
- 3. UTILITY RATE DISCUSSION.** Tom Stratton, Public Works Director. The Council will continue their discussion regarding the utility rates.

G. ADJOURNMENT

Date: October 23, 2015.

Available to Board Members as per Resolution No. 347 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 Council may participate by means of a telephonic or telecommunications conference. In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029 at least three days in advance of the meeting.

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda in three public and conspicuous places within the Town Limits of Brian Head; to wit, Town Hall, Post Office and The Mall on this 23rd day of October 2015 and have posted such copy on the Utah Meeting Notice 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





Town Council Staff Report

Subject: CDA Renewal
Author: Bret Howser
Department: Administration
Date: 10-27-15
Type of Item: Public Hearing

SUMMARY:

The Town Council will meet as the Brian Head Redevelopment Agency Board (RDA) to hold a public hearing to solicit public input regarding the proposed amendments to the Community Development Area (CDA) Project Plan.

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND:

Council has requested that staff work with Iron County to renew and revise the existing CDA Project Area in Brian Head.

ANALYSIS:

Council will hold a public hearing regarding the proposed changes to the CDA Project Area Plan. These changes are attached.

The amended plan would provide for CDA projects to be conducted in and around the Village Core, in and around Bristlecone Pond, as well as projects related to the Trails Master Plan. Whereas, the existing plan identifies primarily the interconnect project and street lighting and signage as specified projects.

Following the public hearing, Council may wish to engage in discussion regarding the project area plan. However, the plan amendments are not scheduled for adoption until November 11.

With the public hearing complete, the process for renewing the CDA is as follows:

November 10, 2015 – County Commission will consider a new interlocal agreement (draft attached) with the RDA which will 1) extend the years for which the agreement is effective, 2) reset the base year valuation to 2015 values, and 3) eliminate the minimum contribution provision.

November 11, 2015 – Town Council will consider the same interlocal agreement with the RDA. The Town Council will then meet as the RDA Board to approve the interlocal agreements with both the Town and the County as well as approve the amendment to the Project Area Plan.

The proposed interlocal agreements will benefit the Town and the County in the short-term by eliminating minimum contributions to the CDA which are currently coming out of our respective General Funds, as there is not true increment in the project area due to the precipitous decline in values following the Great Recession.

In the long-term, these changes effectively hit the reset button on the whole concept of the CDA. We would expect (barring another serious recession) that there will be development interest – hopefully commercial development interest – in the area in upcoming years. With the base year valuation set to today's levels, this development would create a real tax increment, which could be invested in infrastructure development to enhance or even entice new development. Increment could also be used in other ways to provide a more direct incentive to lure development, help shape development, and/or expedite development.

DEPARTMENT REVIEW:

Administration

FINANCIAL IMPLICATIONS:

The proposed amendments and agreements would reduce the amount of money available in the RDA Fund considerably for the next couple years, but would increase revenue in the General Fund during that time, and would likely increase the overall amount collected in the RDA Fund over the next 10 years.

BOARD/COMMISSION RECOMMENDATION:

N/A

RECOMMENDATION:

Hold a public hearing regarding the amendments to the Project Area Plan

PROPOSED MOTION:

N/A

ATTACHMENTS:

- A – Village Core Project Area Plan
- B – Draft Village Core CDA Interlocal Agreement

BRIAN HEAD VILLAGE CORE PROJECT AREA

Official Project Area Plan

As Amended, July 2015

Brian Head Redevelopment Agency
56 N. Hwy 143
Brian Head, Utah 84719

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Introduction

The Brian Head Redevelopment Agency (the “Agency”) was created in 2007 in order to better facilitate the economic growth of Brian Head Town. The Agency’s efforts have accomplished some significant projects connected with the original Plan including, (1) the Interconnect Skier Bridge, (2) Bristlecone Pond, (3) Trail Improvements, (4) the Visitor Kiosk, and (5) Wayfinding Signage. These improvements have brought about both functional improvements and improvements in the overall appearance of the Town. These efforts have been largely accomplished through funding provided by Iron County and the Town of Brian Head. This funding was agreed upon by an inter-local agreement made in 2008 between the Agency and the taxing entities.

Due to the recession much of the expected economic benefits have not been realized as hoped. As a result rather than tax increment being paid to the Agency both the Town and the County have been paying their portion of money to the Agency out of their general funds. The Agency wants to continue their partnership with the Town and the County in an effort to increase tax revenue and the overall value of our community.

The Towns General Plan anticipates a pedestrian-oriented mixed-use commercial district along Village Way adjacent to the Giant Steps base area. The Town and ski resort hope to see a development of this project underway within the next 3 to 5 years. However, parking will be an issue that the Town hopes the CDA can help resolve. This revised plan seeks to show and explain the purposes and benefits of extending the agreements between the Agency, Town, and County. Many things in this plan will be similar to the previous plan, with the main changes being made in funding. It is hoped that a new plan and extended partnership will increase accountability, develop greater trust and unity, and promote sound fiscal policies.

The Project is undertaken as a community development project pursuant to the provisions of Chapters 1 and 4 of the Utah Community Development and Renewal Agencies Act, Title 17C of the Utah Code Annotated 1953, as amended (the “Act”). The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout the establishment of the Project and the Project Area.

Section 1 Description of the Project Area

The Brian Head Village Core Project Area lies entirely within the boundaries of the Town of Brian Head and includes the properties lying within the boundaries of the Map attached hereto as Appendix A (the “Project Area Map”). As delineated in the office of the Iron County Recorder, the Project Area encompasses the parcels set forth in Appendix B. The legal description of the Project Area is attached hereto as Appendix C. All of the Appendices attached hereto are incorporated herein by reference.

Section 2 Affect of Community Development on Project Area Character

A. Land Uses in the Project Area

At present, approximately 85-90% of the land within the Project Area is undeveloped (including, conservation open space). The currently developed portions of the Project Area consist of the following land uses: less than 1% industrial, and approximately 68% residential, 26% commercial, and 6% governmentally-owned open space. Buildings and other structures presently existing within the Project Area will remain in place, undisturbed by the development of the Project.

All zoning within the Project Area is consistent with the Town’s General Plan and permits the development of the Project as contemplated by this Plan. The development presently proposed hereunder focuses primarily on the Village Core efforts for parking, but also includes Infrastructure Improvements, Bristlecone Pond improvements, and continued improvements on the Town trails. All uses within the Project Area will conform to both the Town’s General Plan and the goals and objectives of this Plan.

B. Layout of Principal Streets in the Project Area

The layout of the principal streets within the Project Area is shown on the Project Area Map (Appendix A). The Agency does not expect that development in the Project Area will otherwise eliminate or alter any of the existing streets except by possible improvement. Such improvements may include acceleration/deceleration lanes and intersection improvements to enhance traffic flow and safety and increase the carrying capacity of those streets.

C. Population Densities in the Project Area

At present, 1006 dwelling units exist within the Project Area, of which only 25 are primary residences. With an average household size of 2.1 persons for primary residences within the Town, the population of the Project Area is approximately 42. Accordingly, the year-round population density of the Project Area is currently significantly less than 1 person per acre and is not expected to change appreciably as a result of the Project or future development within the Project Area.

D. Building Intensities in the Project Area

Buildings and structures within the Project Area consist primarily of second-home condominium projects. In addition, there are 22 single-family dwellings, two Resort base lodges with associated retail businesses within, and a variety of commercial businesses providing food, equipment and vehicle rental, real estate, and miscellaneous retail services. All of these buildings and structures will remain in place, undisturbed by the development of the Project. It is expected that efforts to improve Village Core will result in a significant increase in commercial building intensities over the next few years.

Section 3 Standards That Will Guide Community Development

A. Development Objectives

As noted above, the development contemplated within the Project Area consists of the Village Core project, Bristlecone Pond, and continued work on the trails system. While the infrastructure for the Project Area is readily available, extensions will be required for electrical distribution lines and water and sewer lines to provide the service where it is needed. In addition, development of the Project will require certain street improvements including storm drain and curb improvements, landscaping, and walking and off-road vehicle paths.

B. Design Objectives

Development within the Project Area will be held to the highest quality design and construction standards and will be subject to (1) appropriate elements of the Town's General Plan; (2) the land use code of the Town; (3) other applicable building codes and ordinances of the Town; (4) Planning Commission review and recommendation; (5) and Agency review to ensure consistency with this Plan.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, and any other data required by the Brian Head Town Land Management Code (LMC) or requested by the Town or the Agency.

C. Specific Design Objectives

Parking for Village Core mixed-use commercial development:

- a. Parking for the Village Core development will be an important aspect of this project and will likely encourage commercial development within the area considered. Coordinated and attractive landscaping shall also be provided. A design theme shall apply in connection with the development of the Project, incorporating landscaped treatment for open space, roads, and walking paths. Primary landscape treatment shall consist of trees, shrubs, and ground cover as appropriate for the character of the Project. Materials and design for paving, retaining walls, fences, curbs, and other items shall have an attractive appearance and shall be easily maintained and suitable for the harsh environment.

Bristlecone Pond Improvements:

- a. *Volleyball Court.* The volleyball court will enhance visitor experience and increase recreational opportunities. The court will also be designed or approved by the Town and will be consistent with the overall design objectives.
- b. *Visitor Parking.* The parking will be designed and installed subject to standards provided as necessary and approved by the Town

Trail Systems:

- a. *Trail Connections.* This would help bring a more integrated feel to the trails system and create a more user friendly hiking option.
- b. *Trailheads and Interpretive Signage.* Improvement in the trailhead markers and interpretive signage throughout the trail system will follow the Trails Master Plan which the Town Council adopted in 2013. The changes will be approved by the Town and help fulfill their efforts to create a more hiker-friendly trail system.
- c. *Town Trail.* It is desired that the Town trail be connected to Cedar Breaks monument and at some point be paved. Both of these improvements would also be made according to the approval by the Town and meet the standards set forth in the Trails Master Plan.

D. Approvals:

The Agency shall have the right to approve the design and construction documents of all development within the Project Area to ensure that development within the Project Area is consistent with this Plan. The Town shall notify the Agency of all requests for (1) zoning changes; (2) design approval; (3) site plan approval; and (4) building permits within the Project Area. Development within the Project Area shall be implemented as approved by the Agency and the Town.

Section 4 The Purposes of State Law Will Be Attained by the Community Development Contemplated by the Plan

It is the intent of the Agency, with assistance from the Town and County, to accomplish the planned improvements. This Plan includes the improvement to parking facilities, the improvements to Bristlecone Pond, increasing the quality of the current trails system, and an investment in related projects connected with the Village Core development. The result will be a development friendly area, specifically prepared for a mixed-use commercial project.

Section 5 The Plan is Consistent with the Town’s General Plan

This Plan and the development contemplated hereby conform to the Town’s General Plan in the following respects: First, the Project is consistent with the Town’s long-term goals of supporting commercial development and the recreation and tourism industry within the Town. Second, the proposed development of the Project Area will meet the goals of the Town to attract more visitors and improve the first impression people have of Brian Head.

A. Zoning Ordinances

As noted previously, the Project Area is currently zoned for industrial, commercial, and residential uses. The immediate location of the Village Core is in an area zoned for commercial uses, consistent with the Town’s General Plan and Land Management Code, permitting the development of the Project.

B. Building Codes

Construction within the Project Area shall comply with the standards set forth in the Town's General Plan and with the applicable building codes. The Town shall prepare and issue all building permits in connection with the Project so as to ensure that construction of the Project is consistent with the Plan and site plan review.

C. Planning Commission

The Planning Commission will review any future proposals to amend the Town's Zoning Map and make such recommendation thereon to the Town Council as may be needed to facilitate the Project.

Section 6 Selection of Private Developers to Undertake the Community Development

The Resort has contemplated a commercial development within the Village Core area and would be a driving force in such a development. Other potential developers of the Project may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

Section 7 Reasons for the Selection of the Project Area

The Agency selected the Project Area for the development contemplated by this Plan primarily for the following reasons. First, the Project Area includes Highway 143, the primary traffic corridor through the Town that splits the Town in two and separates the two mountain recreational areas in the community. Second, the Agency and the Town desire to increase the commercial activity in the Town by improving the areas where commercial growth is most likely, and will be the most beneficial. Third, the Project Area is primarily commercial and seasonal residential properties that impose the greatest burden on the Town and will enjoy the greatest benefit of the community development proposed herein.

Section 8 Description of the Physical, Social and Economic Conditions Existing in the Area

The Project Area consists of approximately 531 acres and is located in a mountain resort setting, at an elevation ranging from 9,500 to 10,500 feet above sea level. The surrounding alpine forests boast relaxing summer high temperatures that average 75 degrees and are suitable for biking, hiking, and off-road vehicle activities. Winter conditions of the area, which include average annual snowfalls of 350-500 inches, are ideal for skiing, snowmobiling and other various outdoor winter activities. While the Town has relatively few permanent, year-round residents, the population of the community swells in the summer and winter with the influx of second-home residents and tourists. Summer activities have increased significantly over the past few years and have become a growing part of the local economy.. The Resort continues to make improvements that complement the Project proposed herein and will encourage continued growth and development in the area.

Section 9 Tax Incentives Offered to Private Entities for Development within the Project Area

The Agency intends to use a portion of the Town's property tax increment within the Project Area to pay part of the costs associated with development of the Project Area. The Agency also intends to enter into one or more inter-local agreements with the Iron County School District (the "School District") and Iron County, Utah (the "County"), to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues will be used to pay the debt service on certain general obligation bonds issued by the Town. Those tax revenues will be applied to the cost of (1) Village Core parking , (2) trail improvements , and (3) Bristlecone Pond related improvements as approved by the Agency. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for any period of time the Agency may deem appropriate under the circumstances.

Section 10 Analysis of the Anticipated Public Benefit to be Derived from the Community Development

The public will realize significant benefits from the development of the Project Area as proposed by the Plan. The Agency's primary objective in developing the Project is to promote the development of the anticipated Village Core project, in order to provide a more complete resort-visitor experience for guests of Brian Head Town and Iron County. In addition it is anticipated that the Project will increase the local economic opportunity for residents of Brian Head and Iron County. .

Originally the Agency created the Project Area in order to facilitate the movement of residents, visitors, and tourists in and around the area. The Town and the Agency saw the development of the Project as an opportunity to foster the area's tourism industry, which contributes to the vitality of the community and encourages further commercial development within the Project Area. As mentioned earlier the economic downturn in 2008 lessened the amount of tax increment generated; however, the Town and Agency were able to complete significant projects that met the original purposes. The new plan considers the economic recovery as an opportunity to continue these improvements.

Development of the Project Area as contemplated herein is expected to make the area more attractive to all visitors and residents in Brian Head, which in turn is expected to increase property values and related property tax revenues. The Project is also expected to produce future increased sales tax revenue from expanded commercial activity within the Project Area attracted to the area as a result of the Project. Moreover, the cost of the Project is expected to be paid in full from incremental property tax revenues generated by the Project Area.

A. Tax Base

The combined real and personal property tax rate for the property located in the Project Area is currently 1.05180%. This combined rate is the sum of the 2006 tax rates for the Town, the School District and the County. During the 13-year period following the adoption of the Plan, real and personal property values are expected to increase by approximately \$234,011,600 as a result of new development within the Project Area. As a result of such development, the combined property tax increment to be generated within the Project Area over that same period is projected to be \$23,217,076. Over that 13-year period, it is projected that the Agency would receive a total of \$7,934,011 of property tax increment to pay for costs related to the Project. Such property tax increment is expected to be sufficient to pay the projected costs of the Project.

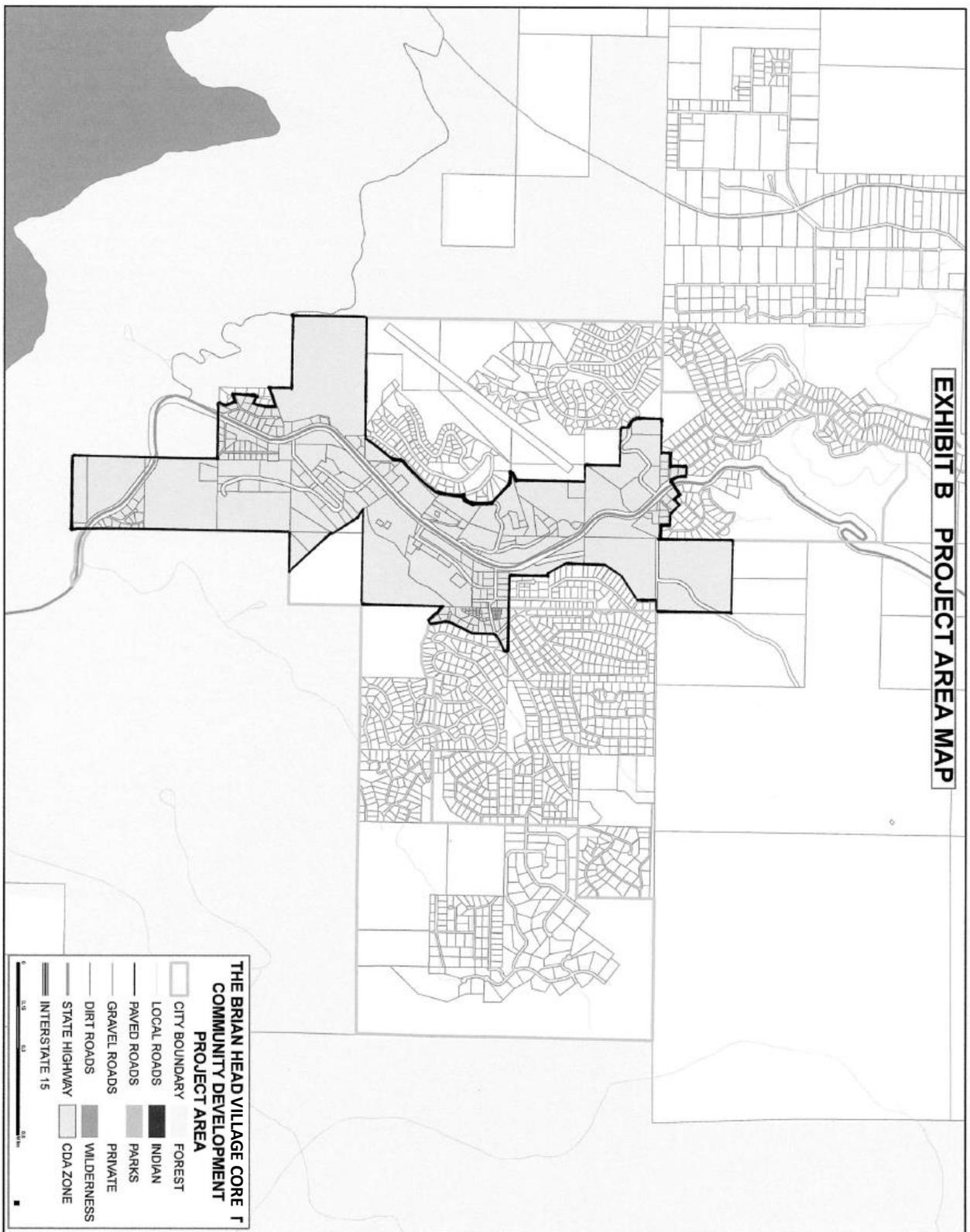
B. Net Benefit of and Need for Public Financial Assistance

Primarily to ensure that commercial development continues to grow, the Agency has offered certain financial assistance in connection with the development of the Project Area. Most of the land within the Project Area is improved with second home residences or condos and commercial property related to tourism, which will benefit most from Project development. Accordingly, the Agency concluded that it would be appropriate to create a community development project area from which sufficient tax revenues could be generated to pay for the Project. The contemplated Plan is consistent with the Town's goals of promoting and supporting the Town's tourism industry and increasing commercial development generally. The Agency is interested in working with the Resort and possibly other developers to achieve those goals.

A project of the type contemplated herein, with its financial advantages to the Town in the form of increased property values and future tax revenues, together with the potential to attract additional commercial projects to the area, is critical to the continued economic prosperity of the community. The Town and the Agency have determined that construction costs were too high to expect private development of the Interconnect Bridge to occur without some public financial assistance. Therefore, in order to secure the desired development, the Agency proposed to fund a part of the development costs of the Project Area with a portion of the Town's incremental property tax revenues. The Agency also hopes that the School District and the County will contribute a portion of their incremental property taxes generated within the Project Area to pay for a portion of the costs of the Project. No existing tax revenues are or will be committed to develop the Project. Only a portion of those incremental property taxes resulting from future development within the Project Area will be used to finance Project costs. The financial incentives offered under this Plan have been deemed necessary for the success of the development of the Project Area.

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APPENDIX A



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APPENDIX B

Brian Head Village Core Development Project Area Parcel Numbers

SA-A-1138-0030-0000	A-1144-0001-012D-04	A-1148-0001-0004	A-1148-0006-0001-08	A-1150-0001-0018
A-1138-0005-0000	A-1145-0000-000A-01	A-1148-0001-0004-01	A-1148-0006-0001-09	A-1150-0001-0019
A-1138-0007-0000	A-1145-0000-000A-03	A-1148-0001-0004-1-3	A-1148-0006-0001-10	A-1150-0001-0020
A-1138-0008-0000	A-1145-0000-000A-04	A-1148-0001-0007	A-1148-0006-0001-11	A-1150-0001-0021
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A-1138-0029-0000	A-1145-0000-000B-02	A-1148-0003-0001-01	A-1148-0006-0001-14	A-1150-0001-0024
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APPENDIX C

THE BRIAN HEAD INTERCONNECT COMMUNITY DEVELOPMENT PROJECT AREA

LEGAL DESCRIPTION

Beginning at the West 1/4 corner Section 11, Township 36 South, Range 9 West, Salt Lake Base and Meridian, said point being the POINT OF BEGINNING; thence North 89°20'58" West 1,004.75 feet along the east 1/4 Section Line of Section 10, Township 36 South, Range 9 West, Salt Lake Base and Meridian to the southwest corner of the Brian Head Unit 3 Subdivision lot 6; thence the following eight courses through the Brian Head Unit 3 Subdivision; (1) thence North 24°54'00" East 124.94 feet; (2) thence North 22°38'00" West 244.74 feet; (3) thence South 67°12'00" West 124.61 feet; (4) thence northwesterly 62.09 feet along the arc of a 30.00 foot radius curve to the right, chord bears North 53°30'30" West 51.59 feet; (5) thence North 05°47'00" East 375.65 feet; (6) thence South 65°06'00" East 157.10 feet; (7) thence North 15°16'00" East 202.90 feet; (8) thence North 00°55'00" West 230.60 feet to the northwest corner of lot 13 of said Subdivision; thence South 71°14'26" West 364.07 feet along the northerly Boundary Line of said Subdivision; thence North 00°12'03" East 382.40 feet; thence North 89°30'14" West 1316.25 feet; thence North 00°24'10" East 1313.67 feet to south Section Line of Section 3, Township 36 South, Range 9 West, Salt Lake Base and Meridian; thence South 89°39'35" East 1311.31 feet along said Section Line; thence South 89°39'35" East 699.52 feet along said Section Line to the western corner of the Woodbridge Subdivision southerly Boundary Line, thence the following eight courses along said subdivision Boundary Line; (1) thence South 89°39'35" East 184.22 feet along the Section Line; (2) thence North 37°34'09" East 550.79 feet; thence (3) North 47°49'12" East 130.93 feet to west Section Line of Section 2, Township 36 South Range 9 West, Salt lake Base and Meridian; (4) thence North 00°01'42" East 149.32 feet more or less along said Section Line, (5) thence North 47°49'12" East 113.55 feet; (6) thence northeasterly 101.43 feet along the arc of a 2,308.28 foot radius curve to the left, chord bears North 46°33'40" East 101.42 feet; (7) thence North 45°18'08" East 207.01 feet; (8) thence North 57°33'30" West 67.70 feet to the southeast corner of Eagles Roost Subdivision; thence the following eight courses along the southern boundary of said subdivision, (1) thence North 45°18'08" East 120.38 feet; (2) thence northeasterly 95.38 feet along the arc of a 704.83 foot radius non tangent curve to the left, chord bears North 41°25'31" East 95.31 feet; (3) thence North 37°32'55" East 169.89 feet; (4) thence northeasterly 85.42 feet along the arc of a 213.04 foot radius non tangent curve to the left, chord bears North 26°03'39" East 84.85 feet; (5) thence North 14°34'27" East 54.99 feet; (6) thence northerly 92.82 feet along the arc of a 448.92 foot radius curve to the left, chord bears North 08°39'03" East 92.65 feet; (7) thence North 02°43'39" East 283.87 feet; (8) thence northwesterly 39.55 feet along the arc of a 104.16 foot radius non tangent curve to the right, chord bears North 32°45'07" West 39.31 feet; thence North 68°07'32" East 66.00 feet to a point along the Brooke Hill Subdivision Boundary Line; thence the following four courses along said subdivision; (1) thence easterly 96.99 feet along the arc of a 38.16 foot radius non tangent curve to the left, chord bears North 85°18'44" East 72.91 feet; (2) thence North 12°29'56" East 135.86 feet; (3) thence northerly 88.96 feet along the arc of a 286.87 foot radius non tangent curve to the left, chord bears North 03°36'51" East 88.60 feet; (4) thence North 05°16'11" West 243.75 feet to the southeast corner of the Aspen View Subdivision; thence North 45°00'00" West 432.50 feet along the Boundary Line of said Subdivision to west 1/4 Section Line of said Section 2; thence North 89°31'46" West 242.48 feet along said 1/4 Section Line; thence North 74°11'45" East 195.12 feet; thence North 00°28'32" East 1,267.66 feet more or less to the north 1/16th Section Line of said Section 2; thence North 89°29'44" West 324.30 feet along said 1/16th Section Line to the east Section Line of Section 3, Township 36 South, Range 9 West; Salt Lake Base and Meridian thence North 89°44'19" West 554.30 feet along the north 1/16th Section Line of said Section 3; thence North 89°43'57" West 104.85 feet along said 1/16th Section line to the southeast corner of Phase I-A of The Trails at Navajo Subdivision; thence North 00°23'35" East 660.96 feet along the Boundary Line of said Subdivision; thence North 89°44'24" West 15.00 feet to the western lot line of Lot 1 of said subdivision; thence North 00°23'35" East 174.63 feet along said lot line to the northerly right-of-way line

of Hunter Ridge Drive; thence the following four courses along said right-of way; (1) thence North 87°39'16" West 57.48 feet; (2) thence northwesterly 73.19 feet along the arc of a 82.08 foot radius curve to the right, chord bears North 62°06'34" West 70.79 feet; (3) thence North 36°34'01" West 87.18 feet; (4) thence northwesterly 24.22 feet along the arc of a 121.03 foot radius curve to the left, chord bears North 42°17'57" West 24.18 feet; thence North 00°28'32" East 415.15 feet more or less to the south Section Line of Section 34, Township 35 South, Range 9 West, Salt Lake Base and Meridian said Section Line also being the southern Township Line for Township 35 South, Range 9 West, Salt Lake Base and Meridian; thence South 89°09'10" East 288.99 feet along said Township Line; thence continue along said Township Line South 89°09'10" East 373.95 feet to the southwest corner of Block D Lot 4 of the Mountair Evergreen Estates Subdivision; thence the following six courses through said Subdivision; (1) thence North 00°52'32" East 149.74 feet; (2) thence South 89°07'28" East 221.19 feet; (3) thence North 00°52'32" East 30.00 feet; (4) thence continue along said line North 00°52'32" East 137.75 feet; (5) thence continue along said line North 00°52'32" East 150.00 feet; (6) thence South 86°09'28" East 124.00 feet more or less to the westerly Right of Way Line of Utah Highway 143; thence southerly 347.48 feet along the arc of a 557.50 foot radius non tangent curve to the left, chord bears South 19°42'04" East 341.88 feet along said Right of Way Line; thence North 52°26'36" East 160.38 feet to the southwest corner of Block A Lot 11 of the Mountair Evergreen Estates Subdivision; thence the following eleven courses through said Subdivision; (1) thence North 56°46'32" East 150.31 feet; (2) thence southeasterly 19.10 feet along the arc of a 247.50 foot radius non tangent curve to the left, chord bears South 42°23'49" East 19.10 feet; (3) thence South 44°36'28" East 121.00 feet; (4) thence North 45°23'32" East 150.00 feet; (5) thence South 44°36'28" East 90.00 feet; (6) thence southerly 78.54 feet along the arc of a 50.00 foot radius curve to the right, chord bears South 00°23'32" West 70.71 feet; (7) thence South 45°23'32" West 11.70 feet; (8) thence South 44°36'28" East 30.00 feet; (9) thence South 89°07'28" East 342.80 feet; (10) thence South 23°04'28" East 186.30 feet; (11) thence South 89°07'28" East 135.00 feet to southwest corner of Section 35, Township 35 South, Range 9 West; Salt Lake Base and Meridian, thence North 00°35'00" West 1,354.32 feet more or less to the southwest 1/16th corner of said Section; thence South 89°57'00" East 1,329.00 feet more or less along said 1/16th Section line to the west 1/16th Section Line; thence South 00°31'16" West 1,363.38 feet along said 1/16th Section Line to the northerly Section Line of Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian; thence North 89°33'01" West 190.29 feet along said Section Line; thence South 00°34'14" West 34.62 feet to the northwest corner of Brian Head Unit 1 Subdivision; Thence the following seven courses along the western boundary of said Subdivision; (1) thence South 00°34'14" West 331.40 feet; (2) thence South 56°47'14" West 502.60 feet; (3) thence South 34°17'14" West 400.80 feet; (4) thence South 01°46'14" West 705.90 feet; (5) thence South 30°55'46" East 351.00 feet; (6) thence South 89°25'46" East 50.60 feet; (7) thence South 00°34'14" West 693.92 feet more or less to the west 1/4 Section Line of said Section 2 ; thence South 89°31'46" East 610.53 feet along said 1/4 Section Line to the northwest corner of the Ski Haven Chalets Unit A Subdivision; thence South 89°55'00" East 776.16 feet along the northerly Boundary Line of said Subdivision; thence the following ten courses through said Subdivision; (1) thence South 20°17'00" West 54.62 feet; (2) thence southwesterly 47.56 feet along the arc of a 62.51 foot radius curve to the right, chord bears South 42°04'47" West 46.42 feet; (3) thence South 63°54'00" West 192.14 feet; (4) thence South 36°36'00" West 154.00 feet; (5) thence South 01°43'00" West 322.03 feet; (6) thence southerly 98.12 feet along the arc of a 207.18 foot radius non tangent curve to the right, chord bears South 15°16'57" West 97.21 feet; (7) thence South 28°51'00" West 384.53 feet; (8) thence South 01°10'58" West 84.93 feet; (9) thence South 06°21'00" East 80.00 feet; (10) thence South 08°43'00" East 212.26 feet to the southerly Boundary Line of said Subdivision, thence the following three courses along the Boundary Line of said Subdivision; (1) thence North 82°57'00" West 33.55 feet; (2) thence North 40°18'00" West 190.09 feet; (3) thence North 51°17'00" West 173.72 feet more or less to the south 1/4 Section Line of said Section 2; thence South 00°34'14" West 1489.99 feet along said 1/4 Section Line to the northerly Section Line of Section 11, Township 36 South, Range 9 West, Salt Lake Base and Meridian; Thence North 89°09'03" West 1322.26 feet; thence South 00°16'34" West 567.78 feet along the west 1/16th Section Line of said Section; thence South 43°27'36" East 1,045.78 feet to the north 1/16th Section Line of said Section; thence North 89°16'50" West 723.01 feet along said 1/16th Section Line to the west 1/16th Section Line; thence South 00°16'34" West 1,317.79 feet along the

west 1/16th Section Line; thence South 00°43'14" West 2,636.81 feet along the west 1/16th Section Line to the south Section Line of said Section 11; thence North 89°31'52" West 1,317.15 feet along said Section Line to the southwest corner of said section 11; thence North 00°53'15" East 2,639.60 feet to the POINT OF BEGINNING.
Containing 619.40 acres, more or less.

**BRIAN HEAD VILLAGE CORE
COMMUNITY DEVELOPMENT PROJECT AREA
INTERLOCAL AGREEMENT**
**by and between the
BRIAN HEAD REDEVELOPMENT AGENCY
and
IRON COUNTY**

THIS INTERLOCAL AGREEMENT is entered into as of this 10th day of November, 2015, by and between the **BRIAN HEAD REDEVELOPMENT AGENCY**, a political subdivision of the State of Utah (the “**Agency**”) and **IRON COUNTY, UTAH**, a political subdivision of the State of Utah (the “**County**” or the “**Taxing Entity**”). The Agency and the Taxing Entity shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entity – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within the town of Brian Head, Iron County, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the Brian Head Interconnect Community Development Project Area, which was later amended and renamed the Brian Head Village Core Community Development Project Area (the “**Project Area**”) and adopted a community development project area plan for the Project Area (the “**Project Area Plan**”) a copy of which, as amended, is attached hereto as **EXHIBIT A** and incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for economic development within the Project Area; and

C. WHEREAS the Taxing Entity and the Agency previously entered into an interlocal agreement, dated April 29, 2008 whereby the Taxing Entity agreed to share a portion of its revenues with the Agency (the “**2008 Interlocal Agreement**”); and

D. WHEREAS the Taxing Entity and the Agency desire to rescind the 2008 Interlocal Agreement in its entirety; and

E. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Plan; and

F. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“UCA”) § 17C-1-102(47) (hereinafter “**Tax Increment**”)), created by development within the Project Area, to assist in the development within the Project Area as provided in the Project Area Plan; and

G. WHEREAS UCA § 17C-4-201(1) authorizes the Taxing Entity to consent to the payment to the Agency of a portion of the Taxing Entity’s share of Tax Increment generated from the Project Area for the purposes set forth therein; and

H. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

I. WHEREAS in order to facilitate development within the Project Area, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity’s share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and

J. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the “**Cooperation Act**”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Rescission of 2008 Interlocal Agreement. The Parties hereby rescind the 2008 Interlocal Agreement in its entirety as of 11:59 p.m. on December 31, 2015. As of that time, the County and the Agency are relieved of all rights and obligations under the 2008 Interlocal Agreement, except that any amounts owed to the Agency for tax year 2015 under the 2008 Interlocal Agreement shall be paid according to the terms of the 2008 Interlocal Agreement.

2. Taxing Entity's Consent.

a. Pursuant to Section 17C-4-201(2)(b) of the Act and Section 11-13-215 of the Cooperation Act, each Taxing Entity hereby agrees and consents that the Agency shall be paid **60%** of the Taxing Entity’s share of the Tax Increment from the Project Area (the “**Taxing Entity’s Share**”) for **15 years**, for tax years 2016 through 2031 (to be paid in 2032), inclusive. The Taxing Entity’s Share shall be used for the purposes set forth in UCA § 17C-4-201(1) as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) each Taxing Entity’s tax levy rate during the year for which Tax Increment is to be paid and (b) the **2014 base year taxable value of \$ _____** as agreed to by the Parties, which taxable value is subject to adjustment as required by law.

b. Each Taxing Entity hereby authorizes and directs Iron County to pay directly to the Agency the Taxing Entity's Share in accordance with UCA § 17C-4-203 for the period described in Section 2.a. above.

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply each Taxing Entity's Share to the payment of any of the components of the projects as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

3. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

4. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the Project Area and the Project Area's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

5. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act.

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-4-202 of the Act and shall continue through the date on which all of each Taxing Entity's Share has been paid to and disbursed by the Agency as provided herein.

f. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-4-202 of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

8. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. **Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

10. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid,

and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

11. **Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

12. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

13. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

15. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

ENTERED into as of the day and year first above written.

[Remainder of page intentionally left blank; signature pages to follow]

BRIAN HEAD REDEVELOPMENT AGENCY

By: _____
_____, Chair

Attest:

By: _____
_____, Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Brian Head Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Adam S. Long
Attorney for the Brian Head Redevelopment Agency

IRON COUNTY

By: _____
Dale Brinkerhoff, Chair

Attest:

By: _____
Jonathan Whittaker, Clerk

Attorney Review for the County:

The undersigned, as attorney for Iron County, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

G. Michael Edwards
Attorney for Iron County

EXHIBIT A

PROJECT AREA PLAN



Town Council Staff Report

Subject: Bristlecone Pond/Park Landscaping
Author: Tom Stratton
Department: Public Works Department
Date: 10-27-15
Type of Item: Discussion and Decision

SUMMARY RECOMMENDATIONS:

Prioritize which projects and when the Council would like to see completed.

TOPIC:

Discussion and Decision on landscaping projects and in what order Council would like to see completed.

BACKGROUND:

In several different Council Meetings as well as Planning Commission meetings ideas and suggestions have been offered.

The following is a list of the ideas (not in any order);

- Restroom near Chair 1
- Picnic area with retaining walls below Chair 1 on hill side
- Additional trees on south end slopes
- Grass at picnic table sites
- Trees/Shrubs at picnic tables
- Grass around Pavilion
- Turf Grass on north end of dam. (Will need to be mowed)
- Parking on Vasels Rd.
- Parking on Hwy 143 near dam
- Volleyball Court
- Irrigation

ANALYSIS:

At this meeting, I would like to see Council give staff direction for the landscaping at the park. This will allow us to be prepared during budget meetings with the information to complete the suggested projects. To complete all of the above mentioned projects, they will have to be completed in phases. This could take 3+ years to complete.

I have attached a map of the area showing each project as well as a spread sheet identifying

STAFF RECOMMENDATION: Council should identify which projects and in which order they would like to see the projects completed.

Public Restroom Handicap Accessible

Picnic Area and retaining walls. Area large enough for 3 tables.

Gravel parking area

Asphalt Parking



Project		Estimated Costs	
Restroom near Chair 1			\$110,000.00
Picnic area with retaining walls below Chair 1 on hill side			\$8,000
Additional trees on south end slopes			\$10,000
Grass at picnic table sites		\$	200.00 ea
Trees/Shrubs at picnic tables		\$	250.00 each
Turf Grass on north end of dam. (Will need to be mowed)			\$7,500
Parking on Vasels Rd.	11,000 sq ft	\$	60,000.00
Parking on Hwy 143 near dam		\$	2,500.00
Volleyball Court		\$	3,500.00
Irrigation		\$	20,000.00
lawn at Pavilion	7500 sq f .50 sq ft	\$	8,000.00

Costs from Parowan City new restroom

20 ft X 8 ft 8 fr. Walls in back

Planning Comm suggested getting trees from forest

Will need to rent tractor to level area plus purchase lawn mower.
includes surveying

Gravel

includes sand equipment and walls

Anywhere from \$5000 to \$70000

includes removing gravel and adding top soil.



Town Council Staff Report

Subject: Utility Rates
Author: Bret Howser
Department: Administration
Date: 9-22-15
Type of Item: Discussion

SUMMARY:

Staff and Council will continue discussion of utility rates in light of a recent petition from the Grand Lodge to reduce utility rates for hotels. No official action is scheduled, although Council may move to direct staff to return with an ordinance or resolution for official action.

PREVIOUS COUNCIL ACTION:

On June 9, 2015, Council approved a 4% increase in utility rates, which included the removal of the discounted rates for hotel rooms. On August 25, 2015, following a petition from the General Manager of the Grand Lodge, Council directed staff to temporarily revert to the half ERU charge for hotel rooms and return with a renewed study of the utility rates.

BACKGROUND:

On September 22, 2015, staff presented a utility rate study to Council and recommended to maintain the existing rate structure with the half ERU charge for hotel rooms. Council requested further information.

Prior to the meeting on September 22, the Town Council engaged in a rigorous review of the financial position of the Town's utility funds during the summer/fall of 2013. Staff presented a Utility Fund Financial Model which served as a focal point for conversation. The model showed a significant funding deficiency in the Water Fund, short-term health but long-term deficiency in the Sewer Fund and long-term excess of funding in the Solid Waste Fund. The largest expense-side factors behind deficiencies were unfunded indebtedness and future capital replacement needs.

During the FY 2015 budget process, Council looked at a schedule of rate increases covering a ten year span. These rate increases ranged between 1% and 4% each year during the period. Understanding the need for proactively addressing the situation, Council adopted the first of these rate increases – a 3% increase to the total utility bill for FY 2015 (which dramatically increased the water fee while reducing the sewer and

solid waste fees – thus spending down sewer/solid waste fund balances while beginning to build water fund balance).

Again during the FY 2016 budget process Council reviewed an updated Utility Fund Financial Model, which showed continued need for small rate increases in the foreseeable future. Council adopted a 4% rate increase for FY 2016, while simultaneously decreasing the residential bulk water rate 25% and increasing the charge for hotel rooms from a 0.5 ERU charge to a full 1.0 ERU charge (effectively doubling the monthly bill for hotels).

On August 25, 2015, Council heard the concerns from local hotels regarding the recent increase in their bill and directed staff to resume charging the 0.5 ERU rate to hotels, and return with a new analysis of the utility rates.

ANALYSIS:

On September 22, 2015, staff presented the Council with an updated Utility Fund Financial Model and an analysis that looked at possible ways of redistributing rates through the user groups based on available usage data. Council should refer to the Sep 22 Council packet for details of that analysis.

Staff's conclusion from that analysis was as follows:

If usage is the determinant of "fairness", then hotels and commercial users are currently being "discounted" to the tune of about 60% each while condos and single family homes are being "overcharged" by about 30%.

However, in light of Council's stated goal to be business friendly, staff believes that such a discount is appropriate. It was also pointed out during Council discussion that the decision of how much to discount businesses is purely a matter of policy and is completely at the Council's discretion.

Council stated they would like to think about the utility rates and will discuss it at the next Council meeting, asking staff to bring further information regarding hotel and condo units and usage. This information is attached.

Staff Recommendation

Staff continues to recommend no change to the rate structure that we've been using for several years. Staff would like direction from Council to return with a resolution to adopt a consolidated fee schedule reinstating the half ERU charge for hotel rooms.

DEPARTMENT REVIEW:

Administration

FINANCIAL IMPLICATIONS:

Financial impacts could vary depending on direction. Staff would return with an analysis of the financial impact of Council's chosen direction.

BOARD/COMMISSION RECOMMENDATION:

N/A

RECOMMENDATION:

Staff does not recommend changes to the current rate structure. If Council agrees, staff will return with an amendment to the fee schedule setting hotel rates back to 0.5 ERU.

PROPOSED MOTION:

N/A

CONDOS	Full Units	Half Units	Allowance
Alpine	24		120,000
Aspens	26		130,000
Black Diamond	24		120,000
Brian Head North (CBL)	121	35	692,500
Brianwood	80		400,000
Brian Head Village	84		420,000
Cedar Village	34		170,000
Chalet Village Resort	40		200,000
Chalet Village Phase A	47		235,000
Copper Chase	85		425,000
Edelweiss	30		150,000
Evergreens	37		185,000
The Mall Condos	10		50,000
Giant Steps	93		465,000
The Lofts	36		180,000
Kristi	27		135,000
Pinetree	16		80,000
Racquet Club Villas	12		60,000
Sawmill Creek	8		40,000
Snowshoe Village	18		90,000
Southview Lodge	18		90,000
Timberbrook	90		450,000
Timbernest	21		105,000
White Bear	24		120,000
Grand Lodge	1	100	255,000