

The Regular Meeting of the
Brian Head Town Council
www.Zoom.us ([Click Here](#))
Via Zoom Meeting ID# 850 7611 1352
TUESDAY, JULY 13, 2021 @ 1:00 PM

AGENDA

- A. CALL TO ORDER**
- B. PLEDGE ALLEGIANCE**
- C. DISCLOSURES**
- D. REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS.** Public input is limited to three (3) minutes on non-agenda items.
- E. AGENDA ITEMS**
 - 1. A RESOLUTION TO CREATE OR DESIGNATE SPECIAL TAX ASSESSMENT AREA NO. 2021-1 (STEAM ENGINE MEADOWS) OF TOWN OF BRIAN HEAD, UTAH, DESCRIBED IN THE ACKNOWLEDGMENT WAIVER AND CONSENTS CONCERNING THE SPECIAL TAX ASSESSMENT AREA AND AUTHORIZING THE TOWN OFFICIALS TO PROCEED TO MAKE IMPROVEMENTS AS SET FORTH IN THE CONSENTS TO CREATE THE SPECIAL TAX ASSESSMENT AREA, AS AMENDED HEREIN, AND RELATED MATTERS.** Bret Howser, Town Manager. The Council will consider a resolution creating the Steam Engine Meadows Phase 1C Special Assessment Area.
 - 2. NIGHTLY RENTAL DISPROPORTINATE FEE ORDINANCE.** Bret Howser, Town Manager. The Council will consider an ordinance establishing the Nightly Rental Disproportionate Fee.
 - 3. CULINARY WATER CAPITAL FACILITIES PLAN REVIEW.** Aldo Biasi, Public Works Director. The Council will review the first draft of the Capital Facilities Plan.
 - 4. BRISTLECONE POND SLIDE AREA DECISION.** Aldo Biasi, Public Works Director. The Council will give direction to staff on the repair for the Bristlecone Pond slide area.
 - 5. RESOLUTION AMENDING THE FY2022 CONSOLIDATED FEE SCHEDULE.** Nancy Leigh, Town Clerk. The Council will consider a resolution amending the FY2022 Consolidated Fee Schedule.
 - 6. FUTURE AGENDA ITEMS.** The Council will discuss potential items for future agendas.

G. ADJOURNMENT

Date: July 9, 2021

Available to Board Members as per Ordinance No. 11-003 authorizes public bodies, including the Town, to establish written procedures governing the calling and holding of electronic meetings at which one or more members of the public board may participate by means of electronic communications. In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029 at least three days in advance of the meeting.

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda in three conspicuous locations; The Mall, Post Office, 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





DEPARTMENT UPDATE

ADMINISTRATION DEPARTMENT

July 9, 2021

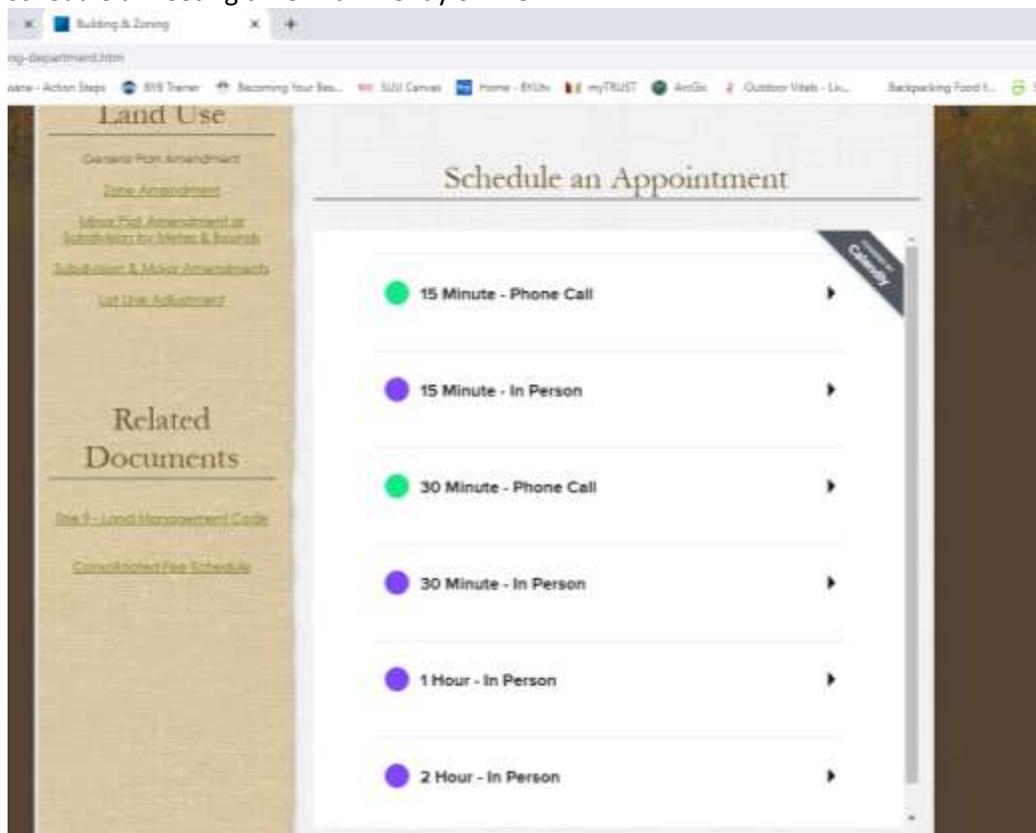
Brian Head Town Administration Department consists of the Town Manager, Clerk, Treasurer, Planner, and Guest Services staff. The Department primarily handles public information and records, finances and accounting, human resources, land use planning, economic development, business licensing, strategic planning, and related issues. The following highlights a few of the items the Administration Department has handled in the past month which would be of most interest to the Town Council and the public.

Public Information & Communication

- We are currently running short-handed at the front-desk. Markie has not been able to return to the hours she had before due to difficulty finding childcare, so we slid Cecile into the primary front desk role. However, Cecile has been dealing with some health issues and may be out for several weeks. If any of you know somebody in town who may be willing to work a few days a week at the front desk over the next month, that would be helpful.

Community & Economic Development

- There is, as expected, a high demand right now for planning services. Wendy has been doing her best to keep up, but we are struggling. You may run into some folks who are dissatisfied with their ability to get a hold of Wendy. If so, please direct them to our website where they can schedule a meeting time with Wendy online.



ADMINISTRATION DEPARTMENT UPDATE (CONT.)

- The Planning Commission met most recently on July 6 and approved a small plat amendment in Trails at Navajo, tabled a plat amendment for Elevate condo project (previously Sojourn on Ridgeview above Copper Chase), and reached a consensus to recommend to the Council not to limit STRs in single-family zones.

Administrative Services

- Public Art project RFP has been issued to the seven pre-qualified applicants and their proposals will be reviewed July 19-23.
- The proposed property tax increase has been communicated to the County Auditor and will be on the preliminary tax bills (along with the public hearing date) which will be sent to property owners next week. The hearing is scheduled for the first Council Meeting in August.
- The RFP's for the 2021-2022 Shuttle Services closed on July 9th. Two RFPs were received from St. George Shuttle and Salt Lake Express. Staff will be reviewing the bids and will be presenting a recommendation for the shuttle service for the upcoming winter season.
- The second year of fire inspections for nightly rentals has begun. The revised fire inspection for nightly rentals began in July 2019 and staff has been working with the nightly rental owners in scheduling fire inspections on their anniversary month. With the sale of so many cabins and condos, the fire inspections have staggered themselves out and staff does not anticipate a large rush of fire inspections in the upcoming months. The officers will conduct two inspections a day Monday through Friday for the second-year inspections.





Brian Head Town Council Update

July 1, 2021

BRIAN HEAD MARSHALS OFFICE:

June started off quieter than last year, but things really picked up as the Marshal's worked through the month. Quite a few of our incidents stemmed from an early call to go into fire restrictions. Marshals have been very busy educating the public on the do's and don'ts of fire restrictions. We have had little backlash on our warnings and people are generally understanding of our current drought situation.

We also handled another sex offense case that was reported from years ago and are working with law enforcement in Colorado to try and put a solid investigation together. Drugs were picked up from some employees of a local business and we are working with the "Drug Task Force" in an effort to build a large case and bring many others into custody within our local drug community.

It was a very successful interview process for hiring a new deputy from our part-time deputy pool. We felt great about two of our part-time applicants and were able to actually hire both positions from this pool. We are excited to have Caylor Mathews with 3 years' experience in law enforcement, and Jon Bettridge with 10 years' experience. They both are getting their field training with us and will be out and about. I will introduce them to you at a council meeting in July.

BRIAN HEAD FIRE DEPARTMENT:

The Fire Department was active in the month of June. We were called out to numerous illegal burns that were actually just campfires during our current restrictions. They were able to extinguish these fires with assistance from the campers.

We also had our first annual awards banquet with our local business's. At this banquet we were able to recognize Richard Berk and his foundation as a large donor of funds to the department. We were able to purchase our new type 6 wildland fire truck with his donation and with assistance from Iron County. He was pleased with what we were able to do with his donation.

Lloyd Stubbs received his 50-year recognition plaque. It was an honor to recognize Firefighter Lloyd Stubbs for his 50 years of volunteer firefighting. He had about 30 years with Parowan Fire Department and another 20 years with Brian Head. He is a great asset to our community and to our other firefighters. He is a great example of what volunteerism looks like. Thank you Lloyd.







Brian Head Town
Public Works Department Update
July 13, 2021

The days and weeks of the summer construction season are flying by, and Public Works continues to work at a rapid pace. One by one the tasks assigned to us are checked off the list along with all the other routine maintenance and repair of the Town's systems and equipment. I cannot praise my crew enough for the amount of work that they can cover. The following are a list of the projects that Public Works has been working on.

STREETS

- The 2021 Streets project is in full swing with gutter replacement and patchwork beginning on Zion View.
- Seal coating of the Town's parking lots, and paved trail should be completed by the end of the week other than a short section on the paved trail due to the size of equipment.
- Striping of the Town's parking lots will be completed towards the end of July or first week in August.
- Dust control product was applied on June 10th. The Town is on their schedule to have a second application applied in August if it is determined to be needed.
- Staff is working with Sunroc to have milling hauled up for placement on the dirt roads that are scheduled for this year.
- Signs that have been requested by residents of the Town will be installed next week.

WATER

- Valve install on Ponderosa has been completed.
- Public Works have repaired two leaks on service lines.
- The two hydrants are scheduled to be installed on July 14th by the PW crew.
- Repair of the meter reading system also continues with the system improving from 70% to being over 90% of meters being read by radio.
- The water tank cleaning project for this year has been completed. Initial reports from the cleaning crew are the tanks are looking good. Staff should receive the complete report shortly.
- The Culinary Capital Facilities plan has been completed and will be presented to the Council at the July 13th meeting.

SEWER

- Data collection on the remaining manholes will be scheduled in to begin next week.
- Staff continuous to work with Alpha on the Sewer Capital Plan

PARKS & TRAILS

- Rail fence is being constructed by PW along the Paved trails in the areas that have been identified to have it.
- Seal coat has been applied to the trail other then one small section that still needs to be completed.
- Work on the Manzinita trail steps will begin next week.
- The tree planting project at the pond has been completed.
- PW have completed a new tie in for water for the pond sprinklers to allow for easier control of the water schedule. Previous it was being watered out of one of the Resort's snow making lines.
- Seed and Fertilizer has been spread around the pond and the Bear Flat well area. Sprinklers have also been installed around the Bear Flat well.

IN-HOUSE PROJECTS

Public works will continue to work on in-house projects and maintaining buildings and equipment as needed. If you have any questions or concerns, please do not hesitate to call.



STAFF REPORT TO THE TOWN COUNCIL

SUBJECT: Resolution creating the Steam Engine Phase 1-C SAA
AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: July 13, 2021
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will consider a resolution creating the Steam Engine Meadows Special Assessment Area (SAA) for road improvements and completion of utilities in the Steam Engine Meadow Phase 1-C subdivision.

BACKGROUND:

The Town was involved in financing improvements in Steam Engine Meadows over a decade ago, creating an SAA and obtaining SAA bonds for water, sewer, and road improvements. In the wake of the 2008 recession, the SAA failed, and many property owners were unable to pay their assessments. The Town took ownership of several properties and paid the remaining bond obligations from proceeds of a sale at auction of some of those properties as well as out of General Fund reserves. After the auction, the Town still owned six properties in the subdivision. Water and sewer improvements were completed (with the exception of laterals), and roads were roughed in. Gas and power improvements, which were never part of the SAA, were not completed by the contractor.

The subdivision remained in that state until December 2016 when the property owners at the time submitted a petition to the Town to create a SAA to complete the improvements. The Town Council accepted the petition and instructed staff to begin investigating options. However, the Town Council wished to sell the Town's remaining properties in the subdivision prior to moving forward with a SAA. These properties were all sold during 2018, and the Town has recovered all funds that it used from its General Fund to pay the remaining bond obligations on the original SAA.

In 2019, staff obtained approval from the Community Impact Board (CIB) for a loan to cover a portion of the expenses to complete the street/water/sewer utilities in the subdivision. At the time, cost estimates for completion of all utilities (including laterals), a paved road, and retaining walls was nearly \$1.5M. CIB would only pay for a portion of those improvements (about \$1.1M), so a certain amount needed to be paid up-front by property owners. They expressed a willingness to do so. Following direction from Council in June 2019 to proceed with the SAA, staff prepared a Notice of Intent to Create the SAA for Council's review in August 2019. However, this notice of intent was pulled at the last minute due to a complication with the SAA funding mechanism (namely: Statute limits the Town to collecting only 1/3 of the total valuation of the properties in special assessments, and \$1.5M was about 75% of the total valuation at the time).

After a renewed effort by the property owners in Phase 1-C to create the SAA, the Council approved a notice of intention to create a SAA in June 2021. The notice set a date for a public hearing, but due to the fact that each property owner in the proposed SAA has since signed a waiver and consent to the assessment, the Town may waive the public hearing and proceed with the creation of the SAA.

ANALYSIS:

Since the meeting in June, property owners representing all 20 properties included in the SAA have signed a waiver and consent form, and owners of 14 properties have pre-paid their assessment (totaling \$278,000). Two more owners have expressed intent to pay upfront. This should be more than enough upfront cash to proceed with the project as planned.

Staff has met with Dominion Energy and Rocky Mountain Power on-site to begin the final engineering of those portions of the project in hopes that they can be completed this building season.

After passing this resolution, the Town Council will need to consider an ordinance establishing the assessment. Staff will bring this in the next Council meeting.

FINANCIAL IMPLICATIONS:

The Proposed Project

Since 2019, not much progress happened with this project until early 2021. Many of the properties changed hands, and staff was approached again on the subject of the SAA. The owners of Phase 1-C proposed a truncated project that focused on gas and power, while bringing the road up to the Town’s gravel road standards. Laterals and retaining walls would become the responsibility of individual property owners when it comes time for them to build.

Staff developed new costs estimates for the road portion of the project modeled after the Snowshoe/Toboggan project completed in summer 2020 – meaning the project would be conducted in-house with the property owners covering incremental cost of materials and rental equipment. The incremental cost estimates for the road are attached.

The total cost estimates for the reduced-scope project are as follows:

The Council expressed concern about the amount of the in-kind contribution from the Town and asked staff to estimate that. The following table shows our estimate:

2021 Estimate

Road	\$111,944
Trenching	122,640
RMP	76,555
Dominion	73,200
<u>Legal</u>	<u>15,000</u>
Total	\$399,339

Town In-kind contribution:

SEM Road Project Estimated Hours

Week...

<u>Equipment/Operator</u>	#1	#2-3	#4-5	#6
Grader	40	64	40	0
Loader	0	64	40	0
10-Wheeler	0	128	80	0
Other	48	64	40	160

Total Hrs: 768
 Avg. Comp: \$ 40.08
 Total Man-Hour Cost: \$30,780

Loader \$/Hr: \$ 12.02
 Grader \$/Hr: \$ 21.11
 10-Wheel \$/Hr: \$ 9.75
 Total Equip Cost: \$ 6,316

Total In-Kind Contribution: \$ 37,096

Project Funding

Staff has worked with CIB to retain \$200,000 of loan funding for the project. The terms of the loan would be 2.5% over 15 years and loan proceeds can only go toward the road portion of the project. However, with the complications of the project involving privately owned utilities and with market loan rates being advantageous currently, staff will explore alternative private borrowing sources as well.

Special Assessments

The SAA would serve as a mechanism to retire any debt resulting from the project. Property owners would have the option of paying their assessment upfront or over 15 years. There are 22 properties in Phase 1-C, however one of those property owners has already built and hooked to the utilities and another is currently in the process of running utilities to their property. The remaining 20 owners would be sharing the assessment costs.

The SAA would be set up to collect an equal amount per lot. With a total cost of \$399,339 divided by 20 lots, the assessment amount would be \$19,967 per lot. The Steam Engine HOA has obtained verbal agreements from 16 of the 20 property owners to pay their assessment up-front. The remaining property owners would be assessed an equal share of the annual debt service payment on the loaned amount each year (estimated at \$6,450).

Risk to the Town

With the scope of the project being greatly reduced and the vast majority of the property owners committed to paying their assessments upfront, the risk to the Town is minimized substantially. The Town would only be borrowing about \$80,000. In the event a property owner didn't make their payment, the Town would have the option to take the property as collateral and auction it off. With residential properties in Brian Head selling for \$70,000 to \$100,000 per acre at the moment, the Town would be in a very good position to recover any unpaid assessments. Also, the legal structure of the SAA is such that the Town is in first position to recover assessments from any proceeds at auction, before any other lien holder.

Benefit to the Town

Steam Engine Phase 1-C is a particularly beautiful area of Town. Most of the lots have high-end views and are desirable building sites. Staff expects that the lots would be built out quickly. This means that there would be property taxes and utility fees coming from these properties in the not-too-distant future to help with Town operations.

The Steam Engine HOA provided the following estimates of tax revenues and utility fees that the Town might see from development in Steam Engine 1-C.

Cash Inflows to Town

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Number of New Builds	1	5	3	3	1	1	1
Value of New Builds Each Year	1,500,000	7,500,000	4,500,000	4,500,000	1,500,000	1,500,000	1,500,000
Cumulative Value of Builds	1,500,000	9,000,000	13,500,000	18,000,000	19,500,000	21,000,000	22,500,000
Property Tax per Year	3,800	22,900	34,300	45,700	49,500	53,400	57,200
Monthly Service Fees Per Year	1,400	8,300	12,400	16,600	17,900	19,300	20,700
Annual Incremental Cash Flow to Town	5,200	31,200	46,700	62,300	67,400	72,700	77,900
Cumulative Incremental Cash Flow to Town	5,200	36,400	83,100	145,400	212,800	285,500	363,400

While an additional 15 cabins will certainly require more services (plowing, patrolling, response, etc.) it seems reasonable to assume that an extra \$50,000 or so in property taxes will more than offset that. Plus, any additional hookups to water/sewer system will not add much incremental cost and will ease the burden other all utility rate payers.

STAFF RECOMMENDATION:

Staff recommends adopting the resolution creating the Steam Engine Meadows Special Assessment Area, as presented.

PROPOSED MOTION:

I move to adopt resolution No. 504 a resolution to create or designate special tax assessment area No. 2021-1 (Steam Engine Meadows) of Town of Brian Head, Utah, described in the acknowledgement waiver and consents concerning the special tax assessment area and authorizing the Town officials to proceed to make improvements as set forth in the consents to create the special tax assessment area, as amended herein, and related matters.

PROPOSED MOTION:

A – Resolution for Notice of Intent to Create Steam Engine SAA

TOWN OF BRIAN HEAD, UTAH
CREATION OR DESIGNATION OF SPECIAL TAX ASSESSMENT
AREA No. 2021-1 (Steam Engine Meadows)
_____, 2021

RESOLUTION No. _____

A RESOLUTION TO CREATE OR DESIGNATE SPECIAL TAX ASSESSMENT AREA NO. 2021-1 (STEAM ENGINE MEADOWS) OF TOWN OF BRIAN HEAD, UTAH, DESCRIBED IN THE ACKNOWLEDGMENT WAIVER AND CONSENTS CONCERNING THE SPECIAL TAX ASSESSMENT AREA AND AUTHORIZING THE TOWN OFFICIALS TO PROCEED TO MAKE IMPROVEMENTS AS SET FORTH IN THE CONSENTS TO CREATE THE SPECIAL TAX ASSESSMENT AREA, AS AMENDED HEREIN, AND RELATED MATTERS.

WHEREAS, on June 8, 2021, the Town Council (the “Council”) of the Town of Brian Head, Utah (the “Town”) adopted a “Notice of Intention to Create or Designate Special Tax Assessment Area No. 2021-1,” called a public hearing for July 13, 2021, and authorized publication and mailing of said notice in accordance with Utah law; and

WHEREAS, the public hearing is scheduled to be held on July 13, 2021, and the time for filing protests will expired 60 days thereafter; and

WHEREAS, the proposed Special Tax Assessment Area No. 2021-1 would construct improvements (as defined in the Act) including street improvements and environmental remediation activities related improvements; and

WHEREAS, sometime after September 14, 2021, the Town may create or designate Special Tax Assessment Area No. 2021-1, but it may designate it sooner if an Acknowledgement, Waiver and Consent it obtained from each property owner proposed to be included; and

WHEREAS, the Council has obtained an Acknowledgement, Waiver and Consent from each of the property owners to be assessed in Special Tax Assessment Area No. 2021-1 consenting to the creation or designation and to the proposed improvements; and

WHEREAS, the Council desires to create or designate Special Tax Assessment Area No. 2021-1:

NOWHEREFORE, BE IT RESOLVED by the Town Council of the Town of Brian Head, Utah:

Section 1. The Town Council of the Town of Brian Head, Utah (the “Town”), hereby determines that it would be in the best interest of the Town to construct or have constructed certain improvements within the Town. The specific description of the nature of the improvements was set out in an Acknowledgement, Waiver and Consent

with attachments, a separate copy of which was signed by each property owner to be assessed.

Section 2. In light of the consents, the improvements proposed and described are authorized. The Special Tax Assessment Area as described in the Acknowledgment Waivers and Consents is hereby created and designated.

Section 3. The properties to be included and assessed in the Special Tax Assessment Area described in the Acknowledgment Waivers and Consents are hereby approved by the Council. The description and tax identification number of said properties to be assessed shall be attached hereto.

Section 4. As required by law, the Town Clerk is hereby authorized and directed to file a copy of the resolution creating the Special Tax Assessment Area as finally approved, including a copy of each Acknowledgment Waiver and Consent, as attached, together with a list of properties proposed to be assessed described by tax identification number and legal description, in the Iron County Recorder's office within five days from the date hereof.

Section 5. In addition to the requirements of Section 4 hereof, immediately upon its adoption, this Resolution shall be placed in the records of the Town where it will be continuously available for public inspection on a reasonable basis at the office of the Town during regular business hours of the Town, from and after the date hereof through and including the last date of issuance of any related bonds or such later time as is determined by the Town.

Section 6. The Town shall not be obligated to proceed with any of the improvements described in the Acknowledgment, Waivers and Consents or otherwise continue with the Special Tax Assessment Area 2021-1 hereby created and designated until the Town has obtained assurances, sufficient in the sole estimation of Town officers and officials, that the Town will be able to finance the improvements described in such consents and approved herein. The Town will use its best efforts to obtain financing for the improvements but assumes no responsibility or obligation to obtain such financing.

Section 7. The Town Clerk is directed to complete the attached Record of Proceedings.

Section 8. The Town Engineer has noticed and bid or is directed to prepare a notice to contractors for the receipt of bids for the construction of improvements. Said notice is to specify the time and place for the receipt of sealed bids and the notice is to be published at least three times, once each week for three consecutive weeks, in a newspaper having general circulation in the Town at least fifteen (15) days before the date specified for the receipt of sealed bids. Said notice is hereby approved by the Council. The Town shall at the time specified in the notice, open, examine and publicly declare the bids and may reject any or all bids when deemed for the public good and, at a later meeting, shall reject all bids other than the lowest and best bid of a responsible bidder. The Council may in any case refuse to award a contract and may obtain new bids

after giving a new notice to contractors or may determine to abandon the Special Tax Assessment Area or not to make some or all of the improvements proposed to be made.

ADOPTED AND APPROVED this _____, 2021.

Clayton Calloway, Mayor

ATTEST:

Nancy Leigh, Town Clerk

(S E A L)

ACKNOWLEDGEMENT, WAIVER AND CONSENT FOR EACH PROPERTY

(See Attachment)

RECORD OF PROCEEDINGS

A regular meeting of the Town council of Town of Brian Head, Iron County, Utah was held on _____, 2021, at 1:00 p.m., or as soon thereafter as feasible, at the regular meeting place of said Town council at 56 N. Highway 143, Brian Head, Utah 84719 at which meeting there were present and answering roll call the following members who constituted a quorum:

Clayton Calloway	Mayor
Larry Freeberg	Council Member
Shaun Kelly	Council Member
Kelly Marshall	Council Member

Also present:

Nancy Leigh	Town Clerk
Bret Howser	Town Manager

Absent: Lynn Mulder Council Member

After the meeting had been duly called to order and other matters not pertinent to this resolution had been discussed, the Town Clerk presented to the Town Council a Certificate of Compliance with Open Meeting Law with respect to this _____, meeting, a copy of which is attached hereto.

Council Member _____ introduced the foregoing resolution in writing and moved its adoption. Council Member _____ seconded the motion to adopt the foregoing resolution. The motion and resolution were adopted on the following recorded vote:

Those voting AYE:

Those voting NAY:

After the conduct of other business not pertinent to the above, the meeting was adjourned.

STATE OF UTAH
COUNTY OF IRON

)
: ss.
)

AFFIDAVIT OF FILING

I, Nancy Leigh, the duly chosen, qualified and acting Town Clerk of Town of Brian Head, Utah, do hereby certify that on _____, 2021 (not later than 5 days after adoption) I filed the foregoing Resolution Creating or Designating Special Tax Assessment Area No. 2021-1 (Steam Engine Meadows) of the Town of Brian Head, Utah along with the an Acknowledgment Waiver and Consent signed by each property owner approved and adopted on _____, 2021, as amended by the creation resolution.

I further certify that a certified copy of said creation resolution together with profiles of the improvements and a map of the proposed Special Tax Assessment Area, was on file in my office for inspection by any interested parties.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Brian Head, Utah this _____, 2021.

Nancy Leigh, Town Clerk

(S E A L)

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Nancy Leigh, the undersigned Town Clerk of Town of Brian Head, Utah (the "Town"), do hereby certify, according to the records of the Town in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the July 13, 2021, public meeting held by the Town as follows:

(a) By causing a Notice in the form attached hereto as Schedule "1", to be posted at the Town's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Schedule "1", to be delivered to a newspaper of general circulation in the Town at least twenty-four (24) hours prior to the convening of the meeting.

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

In addition, the Notice of 2021 Annual Meeting Schedule for the Town, attached hereto, specifying the date, time and place of the regular meetings of the governing body of the Town to be held during the 2021 calendar year was (1) posted on _____, 201__, at the principal office of the Town and (2) provided to at least one newspaper of general circulation within the Town on _____, 201__, and (3) posted on the Utah Public Notice Website on _____, 201__.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this _____, 2021.

Nancy Leigh, Town Clerk

(S E A L)

ATTACH MEETING AGENDA AND NOTICE OF ANNUAL MEETING SCHEDULE WITH PROOF OF PUBLICATION AND POSTING ON PUBLIC NOTICE WEBSITE

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25th, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and Michael David Wand (the "Owner(s)").

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

MW

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

MW

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publically or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

MW

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

MW

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(S E A L)

OWNER

By: _____

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be a cursive name.

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this “Agreement”) is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the “Town” or “Issuer”), and Alan and Luwenn Jones (the “Owner(s)”).

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the “Subject Property”).

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”) on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the “Special Tax Assessment Area”) to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner’s property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner’s property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner’s property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner’s property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNER

By: Alan Jones LAWRENCE JONES
Alan Jones Lawrence Jones

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this “Agreement”) is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the “Town” or “Issuer”), and Tom and Pierrette Shaw (the “Owner(s)”).

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the “Subject Property”).

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”) on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the “Special Tax Assessment Area”) to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner’s property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner’s property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner’s property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner’s property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

Thomas & Pierrette Shaw
Owners of lots #25 and #26
Steam Engine Meadows

OWNER

By:

Tom Shaw
Pierette Shaw

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this “Agreement”) is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the “Town” or “Issuer”), and Kristine & Michael Farnsworth (the “Owner(s)”).

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the “Subject Property”).

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”) on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the “Special Tax Assessment Area”) to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner’s property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner’s property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner’s property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner’s property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNER

By:

Kristine Farnsworth

By:

Michael D. Dain

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this “Agreement”) is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the “Town” or “Issuer”), and Shannon Serena (the “Owner(s)”).

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the “Subject Property”).

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”) on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the “Special Tax Assessment Area”) to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner’s property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner’s property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner’s property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner’s property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNER

By: 

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this “Agreement”) is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the “Town” or “Issuer”), Stephen and Melissa Bennett (the “Owner(s)”).

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the “Subject Property”).

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”) on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the “Special Tax Assessment Area”) to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner’s property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner’s property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner’s property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner’s property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

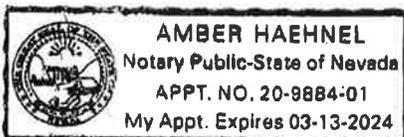
Town Clerk

(SEAL)

OWNER

By: 
Stephen Bennett
(Lot #53)

Confirmation of signature
from Stephen Bennett on
06/10/2021.





ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this “Agreement”) is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the “Town” or “Issuer”), Val and Karena Garfield (the “Owner(s)”).

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the “Subject Property”).

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”) on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the “Special Tax Assessment Area”) to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner’s property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner’s property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner’s property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner’s property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

Val and Karena Garfield Lot 54
OWNER 318 N Highland Drive, Brian Head, UT 84719

By:




ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this “Agreement”) is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the “Town” or “Issuer”), John and Mabel Reedy (the “Owner(s)”).

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the “Subject Property”).

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”) on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the “Special Tax Assessment Area”) to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner’s property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner’s property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner’s property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner’s property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNER

By: John H. Reedy

Mabel Reedy

Lots 55, 56, 57

John H. Reedy /

Mabel L. Reedy

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), Kirt T and Connie L. Williams (the "Owner(s)").

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNER Lot 58
The Williams Family Living trust
By: Trustees: Kirt R. Williams
Connie L. Williams


Kirt R. Williams

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this “Agreement”) is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the “Town” or “Issuer”), Craig Marchant (the “Owner(s)”).

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the “Subject Property”).

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”) on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the “Special Tax Assessment Area”) to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner’s property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner’s property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner’s property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner’s property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNER *Craig Marchant* - #59 ^{Lot}
By: *Craig Marchant* _____
Lot #59

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 10, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and Steam Engine 60, LLC (the "Owner(s)").

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS June 10, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNER

By: 

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this “Agreement”) is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the “Town” or “Issuer”), Charles Bombard (the “Owner(s)”).

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the “Subject Property”).

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”) on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the “Special Tax Assessment Area”) to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner’s property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner’s property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner’s property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner’s property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS June 10th, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNER



Charles Bombard, Trustee
of the Revocable Living Trust
of the Charles Bombard TTEE4/A
DTD 12-3-1999

EXHIBIT A

DESCRIPTION OF PROPERTY

Lot 60, Steam Engine Subdivision
Iron County, Utah

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 22, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and Douglas Gerrard, Trustee (the "Owner(s)").
of Douglas Gerrard Family Trust

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNER

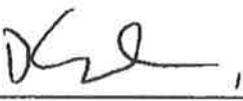
By: , Trustee of
Douglas Gerard Family Trust

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel A-1189-000A-0062

Parcel A-1189-000A-0063

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this “Agreement”) is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the “Town” or “Issuer”), Mathew and Kara Nicholoass (the “Owner(s)”).

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the “Subject Property”).

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”) on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the “Special Tax Assessment Area”) to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner’s property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner’s property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner’s property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner’s property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNERS: STEAM ENGINE LOT 64
KARLA NICHOLASS AND
MATTHEW NICHOLASS

By: _____

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of _____, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and _____ (the "Owner(s)").

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publically or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS _____, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNER

By:

 HENRY C J HOOGLAND, III

 DENISE HOOGLAND

LOT 65

ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this “Agreement”) is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the “Town” or “Issuer”), Stelor Limited (the “Owner(s)”).

RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the “Subject Property”).

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”) on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the “Special Tax Assessment Area”) to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner’s property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner’s property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner’s property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner’s property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law or administrative rule or regulation, decree, order or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which the

Owner is or may be bound or to which any of the property or assets of the owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable; and

(d) there is no action, suit, proceeding, inquiry or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified or changed without the prior written consent of such bond counsel.

8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

EXECUTED THIS June 18, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor

ATTEST:

Town Clerk

(SEAL)

OWNER

By: 



STAFF REPORT TO THE TOWN COUNCIL

SUBJECT: Disproportionate Cost of Service Fee for Nightly Rental Businesses
AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: July 13, 2021
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will consider an ordinance establishing the Nightly Rental Disproportionate Cost of Service Business License Fee.

BACKGROUND:

During the FY2022 Strategic Planning Retreat, staff was directed to research options on a fee to be assessed on nightly rentals due to their impact on Town resources. From the Strategic Planning Retreat to the Community Input Form, citizens identified the need for increased public safety manpower attributed to the growing preponderance of short-term rentals in Brian Head.

During the April 27th Council meeting, the Council discussed different options to address the need for an additional Public Safety Officer and Code Enforcement Officer. The options presented to Council were: 1) a property tax increase, 2) Enhanced Service Business License Fee on the nightly rentals and 3) sales tax revenue.

During the May 25th, June 8th, and June 22nd Council meetings, discussed the fee analysis and took public comment. Ultimately, the Council directed staff to prepare the fee to be adopted at the 50% level.

ANALYSIS:

Under Utah Code §10-1-203(5) a municipality may, by ordinance, raise revenue by levying and collecting a license fee or tax on either 1) a business that causes disproportionate costs of municipal services, or 2) a *purchaser* from a business for which the municipality provides an enhanced level of municipal services. The list for this fee is limited to police, fire, snow removal, transportation, parking along with other things identified in the UCA Code. Since the Council has determined that the need for public safety coverage is disproportionately influenced by the existence and operation of nightly rental businesses in town, it would be appropriate to identify a Disproportionate Cost of Service fee the purpose for funding additional public safety/code enforcement personnel.

The Town already has an “Enhanced Service” business license fee which is charged to customers (or purchasers) of businesses receiving transit service. Staff has previously referred to this new fee as another “Enhanced Service” fee, but more accurately it would be a “Disproportionate Cost of Service” fee allowed under the same section of State Statute. Henceforth, staff will refer to the general business license fee for transit service and snow removal service as the “Enhanced Service Business License Fee” and the proposed fee on

nightly rental businesses for police service as the “Disproportionate Cost of Service Business License Fee”

The Council will need to adopt an ordinance establishing the Nightly Rental Disproportionate Cost of Service Business License Fee before the fee can take effect. It is anticipated the fee will be assessed to all nightly rental businesses when they renew their business license with the Town in September/October 2021. This fee is also identified in the proposed FY2022 Consolidated Fee Schedule.

Council requested this fee be reviewed in a year to determine if the amount of the fee is appropriate. Staff will monitor the fee and the number the licenses that are issued.

The following is an excerpt from a previous staff report outlining the proposed fee calculation. The figures have been updated to remedy a calculation error in the spreadsheet:

Enhanced Service Business License Fee Calculation

During public forums held in January and April 2021, as well as a survey conducted during February of 2021, the Town Council received input from the community suggesting that the increased need for public safety manpower is largely attributable to the growing preponderance of short-term rental units (STRs) in Brian Head which are attracting visitors to town and keeping them here at nights. It should be noted that the call volume data collected by the Public Safety Department does not distinguish between which calls were attributed to residents or property owners versus visitors and STR guests.

Under Utah State Statute §10-1-203(5), “The legislative body of a municipality may by ordinance raise revenue by levying and collecting a license fee or tax on... a business that causes disproportionate costs of municipal services.” Those municipal services are limited to a list including (among other things) police, fire, snow removal, transportation.

If the Town Council determines that the call volume for the Public Safety Department is substantially or disproportionately influenced by the existence and operation of STR businesses in the community, then levying an Enhanced Service Business License Fee on STR businesses for purposes of funding additional public safety service may be appropriate for raising this revenue.

Since Public Safety call data does not make attribution whether the calls involved STR guests, certain assumptions need to be made to calculate an appropriate fee, such as:

- The community would require at least single-deep public safety coverage 24/7 regardless of the volume of guests created by STRs
- Guests would come to Brian Head for recreational activities during the daytime whether there were STRs or not, meaning two-deep coverage would be needed during daylight hours at heavy times (weekends/holidays/etc)
- Two-deep coverage during nighttime hours are required largely due to the nightly rental businesses housing visitors in Brian Head overnight

Based on those assumptions the table at right gives a breakdown of the Public Safety man-hours (by month) which would be attributable to STR businesses, totaling 1,764 hours annually. The average all in cost of a marshal (at current compensation rates and current budgeted levels for equipment and training) is \$58.05 per hour, resulting in an estimated total cost of public safety service attributable to STR businesses of \$102,391.

Public Safety Officer Costs	
Avg Total Comp/Hr	\$53.67
Annual Equip/Training	\$9,100
Avg Annual Cost:	\$102,391

The next question would be how to distribute these costs among the STR businesses. Options for distribution may include:

- Per license fee
- Per unit fee
- Per bedroom fee
- Fee based on occupancy by unit type
- By sales

As the disproportionate public safety service required is based on the volume of visitors in town after hours, and assuming that the likelihood of public safety calls is about equal for any given visitor on average, staff recommends using either number of units or maximum occupancy combined with the number of units to distribute the cost among STR businesses.

The table at right shows data the Town has collected for number of STR units and maximum occupancies by type. The proposed fee table below shows proposed annual Enhanced Service Business License Fees distributed two ways: 1) equally among all units, or 2) proportionately among two unit types (cabins and condos) based on average occupancies of the unit type. The proposed fee table also shows what the fees would be at lower levels (ie: partial fees which would collect less than the \$102,391 estimated public safety costs attributable to STRs). These are shown in case the Town Council chooses to adopt a fee lower than the calculated fee. This is frequently done in other municipalities with fees such as impact fees as a conservative approach (to hedge against the likelihood that the fee will be successfully challenged in court).

Month	Heavy Period	Night Hours	Officer Hrs
Jan*	Fri-Mon	6pm-6am	240
Feb	Fri-Mon	6pm-6am	192
Mar	Fri-Mon	6pm-6am	192
Apr 1-15	Fri-Mon	6pm-6am	96
Apr16-30	(None)		0
May 1-15	(None)		0
May16-31	Fri-Mon	9pm-6am	72
Jun	Fri-Mon	9pm-6am	144
Jul*	Fri-Mon	9pm-6am	180
Aug	Fri-Mon	9pm-6am	144
Sep	Fri-Mon	9pm-6am	144
Oct 1-15	Fri-Mon	9pm-6am	72
Oct16-31	(None)		0
Nov 1-15	(None)		0
Nov16-30	Fri-Mon	6pm-6am	96
Dec	Fri-Mon	6pm-6am	192
Total Hours:			1764

* Assumed 5 week month twice per year

Nightly Rental Unit Data	
Units	444
Cabins:	68
Condos:	376
Max Occupancy	3,027
Cabins (Avg):	14.7
Condos (Avg):	5.4

Proposed Fee Table	Full or Partial Fee Levels		
	100%	80%	50%
Equalized Across Units	\$231	\$184	\$115
- or -			
Weighted by Unit Type			
Cabins:	\$496	\$397	\$248
Condos:	\$183	\$146	\$91

FINANCIAL IMPLICATIONS:

The Town anticipates this fee will generate revenue in the amount of \$53,900 based on the current number of units currently licensed. There are 75 cabins and 383 condo units that are now licensed with the Town.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends the Council adopt the Nightly Rental Disproportionate Cost of Service Business License Fee as requested and review the fee in a year.

PROPOSED MOTION:

I move to adopt ordinance No. 21-009 an ordinance establishing the Nightly Rental Disproportionate Cost of Service Business License Fee as presented.

ATTACHMENTS:

A – Disproportionate Cost of Service Fee Ordinance



ORDINANCE NO. 21-___

AN ORDINANCE ESTABLISHING THE NIGHTLY RENTAL DISPROPORTIONATE COST OF SERVICE BUSINESS LICENSE FEE AS TITLE 2, CHAPTER 11 ARTICLE B OF THE BRIAN HEAD TOWN CODE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brian Head Town is a municipal corporation which has an interest in protecting the health, safety and welfare of its citizens; and

WHEREAS, the Town Council determined it would be in the best interest of its citizens to adopt a Disproportionate Cost of Service Business License Fee that would impose a fee on all nightly rental businesses (short-term rentals) operating within the Town as allowed by Utah State Code §10-1-203(5), and;

WHEREAS, the Town Council determined there has been a disproportioned cost of its services for additional public safety enforcement which has been deemed necessary to protect the safety and welfare of its citizens; and

WHEREAS, it is the decision of the Town Council to identify a Nightly Rental Disproportionate Cost of Service Business License Fee to be charged as a flat rate on an annual basis, with the rate to be determined by the Town Council and identified in the adopted Consolidated Fee Schedule;

NOW THEREFORE, BE IT ORDAINED by the Town Council of Brian Head, Utah that the Brian Head Town Code, Title 2, Chapter 11 Article B be established as the Nightly Rental Disproportionate Cost of Service Business License Fee assessed annually on all nightly rental businesses (short-term rentals) operating within the Town. The fee will be imposed as a flat fee based on a per unit basis as per the Consolidated Fee Schedule.

Section 1: It is hereby declared that all parts of this ordinance are severable, and if any section, clause or provision of this ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this ordinance.

Section 2: All ordinances, orders and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any ordinance, order, regulation, or part thereof heretofore repealed.

Section 3: After its adoption, this ordinance shall be signed by the Mayor and Town Clerk and shall be recorded in the ordinance book kept for that purpose.

Section 4: This ordinance shall become effective upon a majority vote of the Brian Head Town Council

DRAFT

PASSED, APPROVED, and ADOPTED by majority vote at a duly called meeting of the
Town Council of Brian Head, Utah this _____ day of June 2021.

Vote:

Mayor Calloway	Aye_____	Nay_____
Council Member Freeberg	Aye_____	Nay_____
Council Member Mulder	Aye_____	Nay_____
Council Member Kelly	Aye_____	Nay_____
Council Member Marshall	Aye_____	Nay_____

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 June 2021 and have posted a complete copy of the ordinance in three conspicuous places within the Town of Brian Head, to-wit: Town Hall, Post Office and the Mall and on the Utah Public Meeting Webiste.

Nancy Leigh, Town Clerk

ATTACHMENT "A"

Title 2

Chapter 11

**ARTICLE B: NIGHTLY RENTAL DISPROPORTIONATE COST OF SERVICE
BUSINESS LICENSE FEE**

2-11-1: FINDINGS:

2-11-2: FEE IMPOSED:

2-11-3: EFFECTIVE DATE:

2-11-1: FINDINGS:

- A. Pursuant to Utah Code Annotated section 10-1-203(5), the Town Council finds that there is a disproportionate level of service due to the increasing number of nightly rentals on the basic level of municipal services in the Town.
- B. The Town Council further finds that the cost of providing public safety services (which include police and fire services) constitutes disproportionate costs which are caused by the increasing demand of nightly rental businesses for these municipal services; and further finds that the disproportionate cost of the enhanced service is approximately \$95,000 annually for public safety personnel.

2-11-2: DISPROPORTIONATE COST OF SERVICE DEFINED

- A. The base level of police and fire service require at least single-deep public safety coverage at all times regardless of the volume of guests created by recreational activities or nightly rental businesses
- B. Due to the recreational nature of Brian Head Town's local economy, two-deep police and fire coverage would be needed during daylight hours of peak recreational times, namely weekends and holidays.
- C. Two-deep police and fire coverage during nighttime hours are required largely due to the nightly rental businesses housing visitors in Brian Head overnight
 1. There are one thousand seven hundred sixty-four (1,764) overnight hours that require two-deep police and fire coverage due to nightly rental businesses.
 2. Current average rates (as of fiscal year 2021) of total compensation for public safety officers is \$53.67 per hour, with an additional \$9,100 budget per officer annually for training and equipment. This results in a total disproportionate cost of \$102,391 for fiscal year 2021.
 3. As of fiscal year 2021, four hundred forty-four (444) nightly rental units were licensed in Brian Head Town. Of these, three hundred seventy-six (376) units were condominium units or multi-family residential units and sixty-eight (68) were cabins or single-family residential units, with an average maximum occupancy of 4.7 and 21.7 persons per unit respectively.
 4. The disproportionate cost of \$102,391 apportioned to nightly rental units based on their type and weighted by average occupancy is \$496 per cabin or single-family residential unit and \$183 per condominium unit or multi-family residential unit.

DRAFT

2-11-2: FEE IMPOSED:

A fee shall be paid annually either on the renewal date for business licensing or upon submission of a business license application for a nightly rental business and shall be paid annually hence forth as long as the nightly rental business holds a valid business license with the Town. The Nightly Rental Enhanced Service Business License Fee shall be imposed as follows:

1. Flat rate fee identified by the Consolidated Fee Schedule.
2. Per unit.
3. Differentiated by unit type (ie: cabin or condo).

The Council may elect to adopt a fee in the Consolidated Fee Schedule that is equal to or less than the disproportionate cost of service identified in this chapter.

2-11-3: EFFECTIVE DATE:

This chapter shall become effective July 1, 2021.



STAFF REPORT TO THE TOWN COUNCIL

SUBJECT: Culinary Water Capital Facilities Plan Review
AUTHOR: Aldo Biasi Public Works Director
DEPARTMENT: Public Works
DATE: July 13, 2021
TYPE OF ITEM: Discussion

SUMMARY:

The Council will review the Culinary Water Capital Facilities Plan completed by Alpha Engineering. Council will also give direction to staff on the prioritization of the project list provided in the report.

BACKGROUND:

In the spring of 2020, Council approved the contract with Alpha Engineering to complete a new Capital Facilities Plan for the Culinary and Sewer systems as the previous plans were completed in 2009 by Advanced Environmental and were outdated. Water rights were a main focus of this plan. Staff took the time to sit down with Alpha Engineering and the Towns Water Right Attorney get a good understanding of the Towns water right situation. From the analysis generated for the Capital Facilities Plan it has been determined that the Town has sufficient water right, but one of its needs is being able to source that water through wells.

Additional water rights and pumping capacity needs for snow making were also studied as part of this plan to determine when the Town would no longer be able to send extra municipal rights to the Resort as they would be needed by the Town as growth continues.

ANALYSIS:

Since revenues for public facilities (water, sewer, garbage, impact fees, etc.) are normally collected based on residences rather than population, it is needful to estimate the number of residences that will exist in the Town. Since Brian Head has very few permanent residential users on its water system, the most accurate way to estimate the number of residences at any time is to compare the number of water meters to the population to determine an estimated number of persons per residence. To calculate this, Alpha Engineering used data from the Kem C. Gardner Policy Institute at the University of Utah, which prepares demographic projections for the State of Utah.

The data projections estimate the average annual growth rate in Iron County since the year 2010 has been about 1.99% with an estimated total growth of 23.1% from 2010. While the Institute projects growth rates for Iron County to slow over the next several decades, it is still expected to see growth rates per decade of 19.4% from 2015-2025, 12.4% from 2025-2035, 9.9% for 2035-2045, 9% for 2045-2055, and 9.3% for 2055-2065. The projected population for the Brian Head Town was determined using these Iron County growth rates. Population data is included in Table 2.

Table 2: Projected Metered Residential Units – Brian Head, Utah

	YEAR	METERED UNITS	ANNUAL UNIT CHANGE	AVERAGE ANNUAL PERCENT CHANGE
Actual Growth	2010	1,306	-	-
	2011	1,310	4	0.31%
	2012	1,311	1	0.08%
	2013	1,311	0	0.00%
	2014	1,314	3	0.23%
	2015	1,319	5	0.38%
	2016	1,323	4	0.30%
	2017	1,329	6	0.45%
	2018	1,338	9	0.68%
	2019	1,343	4	0.29%
	2020	1,348	5	0.37%
Projected Growth ^{(1),(2)}	2021	1,351	3	0.22%
	2022	1,375	24	1.80%
	2023	1,399	23	1.70%
	2024	1,421	22	1.60%
	2025	1,442	21	1.50%
	2030	1,536	19	1.30%
	2035	1,627	17	1.18%
	2040	1,713	16	1.06%
	2045	1,792	15	0.92%
	2050	1,872	15	0.90%
	2055	1,957	16	0.90%
2060	2,045	17	0.90%	
2065	2,137	18	0.90%	

Notes:

- (1) Data beyond 2021 was estimated based on projected growth rates for Iron County.
- (2) Data beyond 2025 is shown in five-year increments.

As no projection specific to Brian Head Town was included in the report from the University of Utah, staff requested to include another table in the report for comparison which shows what growth the Town has actually seen over the past 10 years and project that number out as well for possibly a more accurate number for projected for future growth.

Table 3: Projected Metered Residential Units Based on Recent Growth Rate

	YEAR	METERED UNITS*	ANNUAL UNIT CHANGE	AVERAGE ANNUAL PERCENT CHANGE
Actual Growth	2010	1,306	-	-
	2011	1,310	4	0.31%
	2012	1,311	1	0.08%
	2013	1,311	0	0.00%
	2014	1,314	3	0.23%
	2015	1,319	5	0.38%
	2016	1,323	4	0.30%
	2017	1,329	6	0.45%
	2018	1,338	9	0.68%
	2019	1,343	4	0.29%
	2020	1,348	5	0.37%
Projected Growth ⁽¹⁾ ⁽²⁾	2021	1,351	3	0.22%
	2022	1,355	4	0.31%
	2023	1,359	4	0.31%
	2024	1,364	4	0.31%
	2025	1,368	4	0.31%
	2030	1,389	4	0.31%
	2035	1,411	4	0.31%
	2040	1,432	4	0.31%
	2045	1,455	4	0.31%
	2050	1,477	4	0.31%
	2055	1,500	5	0.31%
2060	1,523	5	0.31%	
2065	1,547	5	0.31%	

Notes:

- (1) Data beyond 2021 was estimated based on the average growth rate from Brian Head Town from 2010 to 2020. The average growth for the decade was 0.31% per year.
- (2) Data beyond 2025 is shown in five-year increments.

As Council can see by comparing the tables the Town could possibly grow substantially slower than what the projections from table 2 shows. Figures from both tables were used to provide scenarios for each of the projections to provide the results for each of the following table's analysis.

Water Rights

Brian Head Town has a total water right capacity of 965.66 acre-feet either owned or leased by Brian Head Town and currently approved for municipal use and snow making. Currently 815.66 acre-feet are transferred to the mountain for municipal use. An additional 150 acre-feet is reserved for snow making. An additional 94.67 acre-feet is pending approval by the Utah Division of Water Rights, and 243.08 acre-feet is being leased to Parowan Valley.

Table 11 under section **D. Water Source** and are all based on SLB&M, in Iron County, Utah.

Table 8: Brian Head Town Municipal Use Water Rights

WATER RIGHT NO.	PRIORITY DATE	POINT OF USE ADDRESS	SOURCE	QUANTITY
75-661 75-662 75-663 75-664 a37313	1889	Town of Brian Head Dry Canyon Agreement	Underground Water Wells	234.66 acre-feet
75-1704 a17198	1860	Town of Brian Head	Underground Water Well Crystal Mountain Summit Drainage	250.00 acre-feet
75-1514 a12265	1860	Parowan Reservoir Company/Brian Head	Springs	31.00 acre-feet
75-1515 a12266	1860	Parowan Reservoir & Irrigation Company/Brian Head	Springs	300.00 acre-feet
			TOTAL	815.66 acre-feet

Water rights service capacity:

- Based on *regulatory* Annual Supply Requirements of 0.448 AF per ERC, current water rights are adequate for 1,820 ERC (400 gpd/ERC).

Table 9: Brian Head Town Snow Making Water Rights

WATER RIGHT NO.	PRIORITY DATE	POINT OF USE ADDRESS	SOURCE	FLOW
75-1693 a22707	1860	Parowan Reservoir Company/Brian Head Town/Brian Head Ski Limited	Underground Water Wells	0.24 CFS or 150.00 acre-feet
			TOTAL	127.50 acre-feet

Brian Head Town supplies water to Brian Head Resort for snow making. The water rights dedicated for snow making are sourced from Crystal Mountain Well and Town Hall Well, for a total of 150 acre-feet. Change application a22707 indicated that 22.5 acre-feet of water may be consumed by pond evaporation and other water losses in the snowmaking process, and the remaining 127.50 acre-feet must return to the system as snowmelt. **The Town is able to supply additional water beyond the snow making water right to Brian Head Resort as long as they possess the required water rights for the town residents.**

Table 10: Brian Head Town Water Rights Leased to Parowan Valley

WATER RIGHT NO.	PRIORITY DATE	POINT OF USE ADDRESS	SOURCE	FLOW
75-2019 t46905	1945	Brian Head Special Service District	Underground Water Well	243.08 acre-feet
75-2034	1945	Brian Head Special Service District	Underground Water Well	156.92 acre-feet
			TOTAL	400.00 acre-feet

Based on regulatory Annual Supply Requirements the water right is adequate. Based on actual metered Annual Usage the water right is adequate.

With a conservative reduction of 50% for the remaining 243.08 acre-feet of water rights available to be transferred to the Brian Head area, the quantity available to be used as culinary water amounts to 121.54 acre-feet. Water rights service capacity added from the rights leased to Parowan Valley are regulatory Annual Supply Requirements are adequate for another 271 ERC. Based on actual metered Annual Usage the additional water rights are adequate for another 1,500 ERC.

Summery

All estimates of water right needs are based on the assumption that Brian Head Town will only provide the 150 acre-feet of water to Brian Head Resort for snow making. Based on regulatory requirements, the combination of the Town's current water rights and the Heil water right used for culinary water will be adequate until approximately 2058 when it is projected that there will be 2,021 ERCs on the system. When the need for additional water rights is met, the remaining water rights leased to Parowan Valley can be transferred to the Brian Head Area. With the conservative estimate of a water right loss of 50% for the remaining leased water rights, an additional 271 ERCs can be added to the system. With these additional water rights, the Town's water rights will be adequate beyond 2065. Based on usage, it is estimated that the Town's current water right will be adequate beyond 2065. Development of large non-residential users and effective water conservation measures will affect the timing for additional water rights.

Additional Snow making

In 2019, the Town provided an additional 97.55 acre-feet (247.55 acre-feet total) of water to Brian Head Resort for snow making beyond the amount determined in water right 75-1693. If the Town continued to provide this same amount of water, it would decrease the amount of ERCs allowed on the system by 217 ERCs based on regulatory requirements. Based on this scenario, the Town's current water right **will be adequate until 2045** when there are projected to be 1,800 ERCs on the system. If the additional water rights leased to Parowan Valley are transferred to the Brian Head area, the Town's water rights **will be adequate until 2061** when it is projected that 2,078 ERCs will be on the system.

Regulatory

The State of Utah Rules for Public Drinking Water Systems contains Minimum Sizing Requirements under Section R309-510 that are used to determine the required capacity of Brian Head's culinary water system. The system must meet the criteria in the following rules.

- R309-510-7 Source Sizing
- R309-510-8 Storage Sizing
- R309-510-9 Distribution System Sizing

The following tables show the analysis for each of the requirements. The Town is adequate in all three requirements.

Water Sources

Table 11: Brian Head Water Sources

SOURCE	LOCATION	ELEVATION	RELIABLE FLOWS (gpm)	RELIABLE FLOWS (gpd)
Salt Pile Spring	S 1140' and W 1332' from East Quarter Corner of S01, R36S, R9W	~10,430'	54	77,760
Decker Spring	N 306' and E 438' from SW corner, S01, R36S, R9W	~10,360'	38	54,720
Seeps Spring	S 160' and E 1440' from North Quarter Corner of S11, T36S, R9W	~10,330'	21	30,240
Mammoth Spring #1	N 824' and W 2173' from SE corner, S11, T36S, R9W	~10,450'	23	33,120
Mammoth Spring #2	N 664' and W 2030' from SE corner, S11, T36S, R9W	~10,450'		
Mammoth Spring #3	N 797' and W 1786' from SE corner, S11, T36S, R9W	~10,450'		
Bearflat Well	N 11168' and W 180' from SE corner, S34, T35S, R9W	~9,710'	420	604,800
Crystal Mountain Well	N 300' and W 1100' from E quarter corner of S04, T36S, R9W	~9,580'	100	144,000
Town Hall Well	S 675' and E 162' from NW corner, S11, T36S, R9W	~9,810'	260	674,400
Gurr Well	N 1167' and W 192' from SE corner, S34, T35S, R9W	~9,435'	Unknown	Unknown
TOTAL RELIABLE FLOWS			916	1,319,040

Source Summary

The Town has adequate source based on regulatory Peak Day Supply requirements and Peak Day Usage requirements for its **Municipal needs.**, The current source capacity of 916 gallons per minute is adequate until 2035, when 1,632 ERCs are on the system. Based on usage, the current source will be adequate well beyond 2065.

Snow Making

Brian Head Resort has indicated that they prefer the Town to have the capability of supplying 1,200 gpm to their snow making pond. This would require the Town to produce at least 1,600 gpm to provide the culinary demand for the residents and the 1,200-gpm requested by the resort. The town is currently unable to provide the flows requested by the resort unless current sources are upgraded, or new sources are obtained.

The existing wells and springs are adequate based on current usage and should be able to meet peak pay demands for the foreseeable future. In order to provide water to Brian Head Resort for snow making, and for the continued growth, current sources need to be upgraded, or new sources need to be obtained. Pumps generally have an expected service life of approximately 10 years. Replacement pumps should be programmed for the existing pumps as they near the end of their expected service life. Replacement of chlorinator and auxiliary pumps should be programmed for maintenance and future replacement.

Storage

Table 12: Tank Storage Capacity

TANK	ELEVATION	YEAR CONSTRUCTED	CAPACITY (GAL)
½ MG Tank	10,250	1992	500,000
1 MG Tank	10,080	1979	1,000,000
Mammoth Tank	10,380	2010	500,000
Salt Pile Tank	10,625	2001	400,000
TOTAL STORAGE CAPACITY (GAL)			2,400,000

½ MG Tank

½ MG Tank was built in 1992 and consists of reinforced concrete. The tank is in good condition and is not in need of refurbishment or replacement.

1 MG Tank

1 MG Tank was constructed in 1979 and consists of reinforced concrete. The tank is in good condition and is not in need of refurbishment or replacement.

Mammoth Tank

Mammoth Tank was built in 2010 and consists of reinforced concrete. The tank is in good condition and is not in need of refurbishment or replacement.

Summary

The Town has adequate storage, based on regulatory Storage Requirements to meet the fire code requirements. The Town also has adequate storage based on regulatory storage requirements for indoor use.

The Town's current storage capacity will be adequate past 2065. The four concrete tanks are all in good condition and should require little maintenance for several years but should be examined at a minimum 5-year intervals for cracks or other deterioration.

Distribution System

Brian Head Town operates as one complete distribution system. This distribution system consists of 4 tanks, approximately 24 miles of pipeline, 200 fire hydrants, and 350 water meters.

Table 13: Peak Instantaneous Flow Requirements

YEAR	2020		2035		2050	
	UNITS	FLOW (GPM)	UNITS	FLOW (GPM)	UNITS	FLOW (GPM)
Indoor Use (ERC)	1,348	351	1,627	423	1,872	486
Fire Flow		1,500		1,500		1,500
TOTAL		1,851		1,923		1,986

Notes:

Peak Instantaneous Flow = Peak Day Demand X 2

ERC = Equivalent Residential Connection

GPM = Gallons per Minute

The water distribution system should have the capacity to deliver the combined total flow requirements shown in Table 13, which are peak instantaneous flows combined with fire flow.

Summary

The water distribution system currently has the capacity to deliver the peak day demand, peak instantaneous demand, and peak day demands with fire flow. A computer network analysis of the Brian Head distribution system projects that the system will continue to meet the demands beyond 2035.

The current main distribution system is in good condition. Please see the project prioritization list for the areas of distribution that have been identified for improvement.

Recommended Project Prioritization

The proposed Capital Facilities Plan recommends eight projects, which when broken down into sub-projects could be considered seventeen projects. Staff took these seventeen projects and split them into two categories:

1) Projects that improve/maintain/enhance the existing water system, and
2) projects that would expand the water system. Given the divergent nature of these two types of projects, staff felt that two different sets of prioritization criteria apply. The proposed criteria are as follows:

- Existing System Improvements
 - Source: Ensuring Town sources (including water rights and wet water sources) produce adequate water supply for municipal demand [weight: 4x]
 - (Staff did not assume that that increasing source supply for snowmaking was a priority without Resort participation)
 - Treatment: Ensure Town water system is treated to state standards [weight: 3x]
 - Storage: Ensure sufficient capacity and safety of storage tanks [weight: 2x]
 - Distribution: Ensure distribution system provides adequate service to existing customers and adequate fire flow [weight: 1x]
- System Expansion
 - The benefit of the project for **Fire Protection** [weight: 3x]
 - The benefit of the project to the **Existing System** [weight: 2x]
 - **Financial support** offered by those who would be directly benefitting [weight: 1x]

These prioritization criteria have been weighted as indicated, based on staff's understanding of Council's policy positions. Council may choose to adjust the weighting if they see fit.

Staff believes that the concept of taking care of what we already have is consistent with Council's Core Values, and therefore recommends prioritizing projects that are needed for the existing system higher than expansion projects as a general rule. That said some project that would be enhancements for the existing system are not necessarily critical to the ongoing functioning of the system and may be ranked lower than expansion projects which provide important infrastructure for fire protection or improve the existing system (such as looping a line that was previously a dead-end).

The following table shows staff's preliminary recommended project prioritizations:

CFP Project Scoring

Existing System				Scores (weighting)...				Weighted
Rk	Project	Cost	Source (4x)	Quality (3x)	Storage (2x)	Distribution	Score	
1	CW-02 Town Hall Well Rehab	\$ 51,975	3	0	0	0	3	
2	CW-07 Hwy 143 Dist Line Replacement & Fir Loop	\$ 190,508	1	1	0	2	2.25	
3	CW-04A Rue Jolley Svc Line Replacements & Looping	\$ 455,019	1	1	0	2	2.25	
NR	CW-01 Bear Flat Replacement Well -or- Bear Flat Well Rehab	\$ 1,287,000	2	0	0	0	2	
		\$ 100,000	2	0	0	0	2	
NR	CW-08 1/2 MG Tank Distribution Line Upgrade	\$ 139,318	0	0	0	1	0.25	
NR	N/A Aoki Michi Service Lines	???						

System Expansion				Fire	Benefit to	Financial	Weighted
Rk	Project	Cost	Protection (3x)	Existing Sys (2x)	Support	Score	
4	CW-03 Snowshoe/Toboggan Expansion Loop -or- Snowshoe/Toboggan Alternate	\$ 703,603	3	3	0	5	
		\$ 653,153	3	3	0	5	
5	CW-04C Falcon/Fox Run Expansion Loop	\$ 196,396	2	2	0	3.33	
6	CW-04D Falcon/475 N/275 E Expansion Loop	\$ 487,837	3	3	0	5	
7	CW-05A Ridge Top Drive Expansion Loop	\$ 237,452	2	2	0	3.33	
8	CW-04B Forest Drive Expansion Loop	\$ 244,594	2	2	0	3.33	
9	CW-04H Trail/Hidden Lake Expansion Loop	\$ 277,799	2	2	0	3.33	
10	CW-04F Deer Trail Expansion Loop	\$ 281,145	2	2	0	3.33	
NR	CW-04E Elk Expansion Run	\$ 291,827	2	1	0	2.67	
NR	CW-05B Meadow Drive Expansion Loop	\$ 222,844	2	1	0	2.67	
NR	CW-04G Quakie Expansion Loop	\$ 117,889	2	1	0	2.67	
NR	CW-06A Kokopelli/Ski View Expansion Loop	\$ 1,313,963	2	2	0	3.33	
NR	CW-06B Aspen/Sandstone Expansion Loop	\$ 615,765	3	1	0	3.67	

Some notes to the prioritization:

- The Rue Jolley service lines project was scoped by the engineer to include Aoki Michi and would install service laterals to all lots along both Rue Jolley and Aoki Michi. However, the cost estimates did not include anything for re-paving Aoki Michi. Staff recommends splitting this project into two: 1) Rue Jolley – which would include replacement of *existing* laterals only on Rue Jolley, and the extension to loop Rue Jolley and Aoki Michi, and 2) Aoki Michi – which would replace the existing service laterals on Aoki Michi as well as adding new service lines to vacant lots. Staff will obtain revised cost estimates for these projects prior to the meeting on July 13. The Rue Jolley project would be higher priority due to the age and fragility in the service laterals there (we have replaced multiple breaks recently, one of which was ill-timed and impacted snowmaking capacity). The Aoki Michi service lines do not appear to be as high of a priority as we have not seen any breaks there and should be timed with a pavement overlay there (or perhaps a year after to allow for settling).
- The ranking of the Bear Flat Well Replacement or Rehab relies entirely on Council's policy position regarding the degree of responsibility the Town bears for providing snowmaking water at a rate that comes closer to the Resort's snowmaking ability (see report from January 2021 Strategic Planning Retreat). Staff did not feel comfortable assuming that policy position and therefore ranked the project based on need for municipal water service, which can be summed up as follows – The Town has sufficient water supply for municipal needs for some time, but if one of our wells goes down, we're in rough shape. The Town Hall well rehab is not particularly risky, so we strongly recommend that to bolster our municipal water service in case the bear flat well goes down. However, the Bear Flat well has a checkered past (the grates caved in on test pumping, the wires for the pump were damaged being pulled in and out,

and the pitless adapter had difficulty sealing) and is somewhat risky to dig into for rehab purposes. If we pull the pump to evaluate and potentially rehab the well, we run the risk that we'll never get it functioning again. So, if we decide to proceed with a rehab project of \$100,000, we may need to be prepared for the risk of having to dig a new well for \$1.3M. Staff felt that the risk posed to our ability to provide municipal water service in carrying out this project outweighed the potential benefit, and we therefor did not recommend the project for funding.

- The engineers designed certain loops based on the input staff gave them. Certainly, these loops might have been designed differently, and may ultimately be implemented differently. For example, the Falcon/475/275 loop ranked high in the prioritization, but it is not a loop unless the Falcon/Fox Run loop and the Forest Drive projects are completed. So perhaps those three projects should be reconfigured to two projects: 1) Falcon (the entire length)/475 N/200 E, and 2) Forest/Fox Run/Loop to Rue Jolley. In the meantime, staff prioritized the Falcon/Fox Run project ahead of Falcon/475/275 loop to recognize that the former needs to be finished before the latter is actually a loop.
- Kokopelli/Ski View and Aspen/Sandstone are both partially in and partially out of the Town boundaries. The scoring provided here shows where they would rank in terms of benefit to the system and fire protection, but staff does not recommend proceeding with these projects until these areas are annexed into Town.
- Staff left the column for “Financial Support” from the neighborhood blank for the time being. We do have one neighborhood (Snowshoe/Toboggan) that is organizing financial support for their project. If they, or any other neighborhood, are willing to participate financially, then a score may be entered in this column and the list may be re-prioritized.

FINANCIAL IMPLICATIONS:

Based on the preceding scoring and ranking as well as the annual funding amount of \$225,000 per year that is modeled in the Utility Fund Financial Model presented along with the FY 2022 Budget, the following schedule and funding of projects is presented:

Estimated Project Funding & Scheduling

Rk	Project	FY 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Estimated Construction
1	Town Hall Well Rehab	53,534											Summer 2022
2	Hwy 143 Dist Line Replacement & Fir Loop	196,223											Summer 2022
3	Rue Jolley Svc Line Replacements & Looping		225,000	225,000	62,128								Summer 2024
4	Snowshoe/Toboggan Expansion Loop				162,872	225,000	225,000	190,424					Summer 2027
5	Falcon/Fox Run Expansion Loop							34,576	214,212				Summer 2028
6	Falcon/475 N/275 E Expansion Loop								10,788	225,000	225,000	214,493	Summer 2031
7	Ridge Top Drive Expansion Loop											10,507	Summer 2033
8	Forest Drive Expansion Loop												Summer 2035
9	Trail/Hidden Lake Expansion Loop												Summer 2037
10	Deer Trail Expansion Loop												Summer 2039
Total Capital Funding:		249,757	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000	

This model takes into account inflation in project costs (about 3% per year) and holds water rates (current and future estimates) at the levels presented in the FY 2022 budget document.

This financial model is heavily dependent on a few things: 1) The degree to which the Town Council is comfortable funding any of the additional expansion projects with fees from existing system users (much less all of it as is modeled here), 2) the level of financial participation a neighborhood may be willing to put toward the project, and 3) availability of grant funding.

For example, if the Snowshoe/Toboggan neighborhood is willing to cover a portion of the cost of running water to their neighborhood, then financing and scheduling of the project above may change.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

N/A

PROPOSED MOTION:

N/A – Discussion Item only

ATTACHMENTS:

Attachment A – Culinary Water Capital Facilities Plan [\(CLICK HERE\)](#) for plan



STAFF REPORT TO THE TOWN COUNCIL

SUBJECT: Bristlecone Pond Slide Repair Direction
AUTHOR: Aldo Biasi Public Works Director
DEPARTMENT: Public Works
DATE: July 13, 2021
TYPE OF ITEM: Administrative Direction

SUMMARY:

The Council will discuss and provide staff with direction on how they should proceed on the options for repair provided by Landmark Engineering in their evaluation report of the slope failure that occurred October 23, 2020, at the Bristlecone Pond.

BACKGROUND:

On June 8th, 2021, staff provided Council with the Bristlecone Slide Evaluation Report completed by Landmark Engineering which included options for repair of the slide area. Staff recommended the sheet pile option for repair of the pond to bring it back to the intended operation of being able to release the water when requested by the farmers.

Staff and Council further discussed Slope Stability Analysis. This is the ratio between the force trying to push the slide down the hill vs the force trying to resist or hold the hill up. The typical required FS of a slope to be considered stable is 1.4 to 1.5 for static conditions, and it also depends on how critical the risk of damage or injury if the slope fails. In this case, Landmark determined this risk to be on the lower end and a therefore a FS of 1.4 was appropriate. For seismic conditions, the typical earthquake used in building design is used and the FS is 1.0. A FS of 1.0 implies the Slope is on the brink of failure but has not failed. The slope was analyzed under 4 conditions:

Full pond: 1.63
Full Pond w/seismic: 1.01
Low Pond: 1.11
Low Pond w/seismic: 0.84

From Landmarks analysis it indicates that when the pond is full the slope is in a stable state and if the predicted earthquake occurs it will most likely stay stable. Repairs may need to be made after the quake, but they note that repairs will most likely be made for many parts of the Towns infrastructure. If the quake occurs while the pond is lowered the FS is at a .84 and slope failure is likely to occur.

Council directed staff to request Landmark to have their engineer come to the next Council meeting (June 22) to get more clarification on some of the repair options.

ANALYSIS:

Staff is looking for direction from Council after they (the Council) received further clarification from Landmark Engineering at the June 22nd meeting on repair and operating options of the pond.

FINANCIAL IMPLICATIONS:

N/A

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

N/A

PROPOSED MOTION:

N/A – Discussion and direction to staff.

ATTACHMENTS:

A- June 8, 2021, Bristlecone Slide Evaluation Staff Report



STAFF REPORT TO THE TOWN COUNCIL

SUBJECT: Bristlecone Slide Evaluation
AUTHOR: Aldo Biasi Public Works Director
DEPARTMENT: Public Works
DATE: June 8, 2021
TYPE OF ITEM: Discussion

SUMMARY:

The Council will discuss the evaluation of the slope failure that occurred October 23, 2020, at the Bristlecone Pond. The slope stability study was performed by Landmark Engineering. The Council will also discuss the evaluations for repair report of the slide area also performed by Landmark Engineering and give staff direction on how they would like to proceed forward.

BACKGROUND:

On October 23, 2020, a slide occurred at the Bristlecone Pond on the West bank close to the dam area. This is the same area as the big slide that occurred during the construction (2013) of the pond years before.

Due to the dry conditions last summer, Parowan Irrigation company requested that the water that is held in the pond as part of the agreement was to be released. The water was released at the rate (gpm) requested by the farmers and was at the rate that they have been told they were receiving in previous years. As the water was being drawn down, little flow was coming in as re fill from the inlet due to the dry conditions. Also, during the draw down, construction of the Paved Town Trail was occurring with large equipment and compactors running around the edges of the pond. The valve was closed on September 23 as the water had been drawn down and then the pond began to fill slowly. One month later, on October 23, a slump was noticed to have occurred on the west bank of the pond.

A site walk-thru with Alpha Engineering and Landmark occurred and it was recommended to have a new test hole drilled and to install an inclinometer in the area of the slide and to also read the other monitoring wells that had been installed earlier in 2013 to get a baseline of what was going on. The new hole was drilled on November 24th and the first reading was taken on December 7th of 2020. A second reading was taken on January 7th, 2021, for a basis on ongoing monitoring at this location. A third reading was taken on April 24th, 2021, which showed then no movement (attachment A). A fourth reading will be taken this fall.

ANALYSIS:

In the Bristlecone Slide Evaluation Report (attachment B) dated February 19, 2021, provided by Landmark Engineering it discusses the soils that were found during the drilling process of the new monitoring well. Relatively soft clay was found all the way down which surprised Landmark as it was not what they were expecting. In their opinion it would definitely be a contributing factor as to why the slide happened. The laboratory test results are presented on the Log of Boring and on the Summary of Laboratory Test results, Figure nine of this Attachment.

With the results from the soils test a model as prepared and Landmark then performed the Slope Stability Analysis. The purpose of the Slope Stability Analysis is to determine the Factor of Safety (FS). This is the ratio between the force trying to push the slide down the hill vs the force trying to resist or hold the hill up. The Typical required FS of a slope to be considered stable is 1.4 to 1.5 for static conditions, and it also depends on how critical the risk of damage or injury if the slope fails. In this case, Landmark determined this risk to be on the lower end and a therefore a FS of 1.4 was appropriate. For seismic conditions, the typical earthquake used in building design is used and the FS is 1.0. A FS of 1.0 implies the Slope is on the brink of failure but has not failed. The slope was analyzed under 4 conditions:

Full pond: 1.63

Full Pond w/seismic: 1.01

Low Pond: 1.11

Low Pond w/seismic:0.84

From Landmarks analysis it indicates that when the pond is full the slope is in a stable state and if the predicted earthquake occurs it will most likely stay stable. Repairs may need to be made after the quake, but they note that repairs will most likely be made for many parts of the Towns infrastructure. If the quake occurs while the pond is lowered the FS is at a .84 and slope failure is likely to occur.

Landmark created a second model which covers the area from the pond to the vicinity of Ridgeview Street. They used information from their boring and from GEM Engineering taken years ago during construction of the pond. Under the static conditions the FS for this area was 3.05 and under seismic conditions 1.12. Based on their model this slope, can be considered stable, but under seismic conditions it does have a marginal stability.

Landmark has reviewed several options for mitigation of the slide area. Each one has advantages and disadvantages, which are presented below.

Removal of the Pond

Based on our review of the history of the pond, literature review, and our analysis, we would suggest that the pond be backfilled. We understand that this is an unpopular option, but from a technical point of view, this is a viable alternative.

Buttress Fill

A buttress fill consists of the construction of a reinforced fill of granular material which replaces the existing plastic soils. The granular soils form a dam which retains material that can slide. This is the method which was used to repair the previous slide/settlement under the highway which was done in 2014.

Pros

- Construction can be done by local/area contractors.
- Locally available materials.

Cons

- Construction schedule may take time.
- Pond will have to be drained and kept drained for the duration of construction.
- Large footprint during construction and impact to existing facilities and landscaping.

- Excavation will encounter groundwater leading to constructability issues.

Sheet Piles

Sheet piles are corrugated steel sheets which are installed into the slope to a depth, which in this case would be about 45 feet, which would form a barrier to retain the slope. These are often used in the case of riverfront or shoreline to protect from erosion.

Pros

- Tight construction area with less invasive construction.
- Deeper depth of improvement (50 to 100 feet).
- Pond may not need to be drained.
- Relatively fast schedule.

Cons

- Vibrations during installation may cause instability.
- Specialty contractor required.
- Costs?

Secant Wall

A secant wall is a series of moderately sized drilled shafts which form a barrier at or near the toe of the slide. Two- to 4-foot diameter holes are drilled to a depth below the probable slide surface. A steel rebar cage or an I-beam is inserted, and the hole filled with concrete or cement grout. The shafts may or may not need to be continuous.

Pros

- Deeper depth of improvement (100 foot+ is possible).
- Stronger than sheet piles.

Cons

- Specialty contractor.
- Costs?
- Larger work footprint.
- More involved design.
- Pond may have to be drained

Considerations

While the Council considers the options for repair, the question remains as to what to do with the current state of the pond. As the weather continues to be hot and dry, staff anticipates that the Farmers will call once again for the water to be released early as per the agreement and as the intended operation of the pond was to be.

As stated in the report, the slope is stable if the pond remains full. Staff proposes two short-term options.

1. Pumping water from the Town Wall well into the pond at the same rate as what is being released. As the well does not produce the 500 gpm that the farmers request, the Town may have to begin earlier or continue later to send out the

agreed upon amount of water. It would take a little work to make this option work. The Town Trail would have to be saw cut and piping installed to make this option work.

2. Bear Flat well could be turned to waste and pump water directly to the stream below the well house. Care would have to be given to not causing erosion in the stream bed.

Consideration would also need to be given to the fascinating world of the Towns Water Rights (ground water being exchanged for surface water, being exchanged back into ground water) and any issue these options may cause as the Town would need to make sure the farmers are going to made whole on the water per the agreement.

FINANCIAL IMPLICATIONS:

Landmark was asked by staff to prepare repair specifications and preliminary cost estimates for the Sheet pile and Buttress fill alternatives. The repair cost estimates are for the portion of the shoreline which roughly parallels the highway, which is approximately 400 feet in length.

Sheet Pile

For the purpose of stability, a 50-foot-long sheet pile section was used. Using this section, the static F.S. of the slope was increased from 1.11 to 1.63, which is greater than the recommended minimum F.S. of 1.4. In the static condition, the length of the sheet pile could be reduced to as short as 35 feet. In the seismic condition, the F.S. was increased from 0.84 to 1.08. If the length of the sheet pile is reduced from 50 feet, the F.S. is below the accepted minimum of 1.0 in the seismic condition.

In the current economy, the price of steel is subject to change. The site is relatively accessible to the installation equipment, which is typically a lattice boom truck crane with a 150-ton capacity. The proposed sheet pile wall will be 400 feet long and with 50-foot sections. Typical installed costs for sheet piling which is to be left permanently is around \$75/square foot. At a total of 20,000 square foot, the estimated installed cost of the sheet pile alternative is **\$1,500,000**.

Buttress fill

For the buttress fill we conducted multiple trials with different geometries. The material used as the fill was modeled as a generic pit run gravel. The final size of the fill will be dependent upon the properties of the fill material selected by the contractor. As a guide, the material should have a maximum particle size of 6 inches for, be well-graded, have a high unit weight, and have a high internal angle of friction. Imported structural fill should have a minimum internal angle of friction of 35, and a minimum moist unit weight of 135 pcf. The model material had a moist unit weight of 140 pcf, and an internal angle of friction of 36 degrees. Using these properties, the proposed fill section was 700 square feet in cross section. Using this section, the static F.S. of the slope was increased from 1.11 to 1.58, which greater than the recommended F.S. or 1.4. In the seismic condition, the F.S. was increased from 0.84 to 1.01. For the buttress fill, several variables will greatly impact the cost. Trucking costs

and the safety of moving materials up and down the canyon will have a large impact on the projected costs of constructing the fill. Costs were estimated with the assumption that the unsuitable soils can be disposed of at some location in the Brian Head area and that suitable fill material can be acquired from the pit at the mouth of Parowan Canyon. The fill can be constructed with typical excavation equipment. Based on the same length of fill as the sheet pile, the fill will require 15,000 cubic yards of excavation, 10,000 cubic yards of imported fill, and 5,000 cubic yards on reused fill. Due to the soft, wet nature of the existing soils, a geogrid with separation fabric will be required for subgrade stabilization.

Excavation and Removal: \$9/yd³ \$126,000

Import and Place: \$25/ton \$450,000

Reuse and Place \$2/yd³ \$20,000

Geogrid/Fabric \$3.50/yd² \$9,000

Total \$605,000

Conclusions

The sheet pile alternative is estimated to cost \$1,500,000, but the advantage is that the pond will likely not be required to be drained, and the exiting shoreline improvements will likely not require reconstruction. With the buttress fill, the pond will need to be drained for the duration of construction and shoreline improvements including the paved walking path and shore riprap will need to be reconstructed, which will be an additional cost. Please see the attached detail of the buttress fill cross section, and the proposed alignment of the sheet pile wall included in attachment C.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

At this time, staff recommends the sheet pile option for the Council to consider for the repair of the pond slide area. Staff is concerned about the ability of finding 10,000 cubic yards of usable material in the Parowan pit. If suitable free material is not found, then the cost for the Buttress fill will go up drastically as material will need to be imported from Cedar City. Staff is also concerned with where to put 10,000 cubic yards of material to be disposed of somewhere on the mountain. Currently the disposed soil on the slope when the pond was originally dug is trying to make its way back down to the pond.

Staff likes the idea of sheet pile repair, because not only does it provide a strong and faster repair, but there is also less impact and damage to the improvements around the pond.

PROPOSED MOTION:

N/A

ATTACHMENTS:

A- Email of reading results

B- Bristlecone Slide Evaluation

C- Bristlecone slide repair



STAFF REPORT TO THE TOWN COUNCIL

SUBJECT: Amended Consolidated Fee Schedule Resolution
AUTHOR: Nancy Leigh, Town Clerk
DEPARTMENT: Administration
DATE: July 13, 2021
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will consider resolution No. 505 amending the FY2022 Consolidated Fee Schedule and identifying a retroactive date of July 1, 2021.

BACKGROUND:

On June 22, 2021, the Council adopted the FY2022 Consolidated Fee Schedule but excluded the Nightly Rental Disproportionate Fee at that time so staff could verify the fee amount for cabins and condominiums. This fee is based on whether the Council adopts the Nightly Rental Disproportionate Fee ordinance first.

Staff also identified a couple of other changes that were brought to staff's attention after the adoption of the Consolidated Fee Schedule on June 22, 2021.

ANALYSIS:

Proposed changes to the FY2022 Consolidated Fee Schedule:

Nightly Rental Disproportionate Fee is proposed as follows:

Proposed Fee Table	Full or Partial Fee Levels		
	100%	80%	50%
Equalized Across Units	\$231	\$184	\$115
Or			
Weighted by Unit Type			
Cabins:	\$496	\$397	\$248
Condos:	\$183	\$146	\$91

The weighted calculation for the fee is based on the data collected for the number of nightly rentals and the maximum occupancies by type of rental (Cabin vs. condo) or the Council can determine if the fee should be equal across all units. The Council will also need to determine what percentage the fee should be. During the June 22nd meeting, the Council came to the consensus of using the 50% level. The disproportionate fee is proposed to be an annual fee assessed with a new or renewal nightly rental business license application. It is scheduled for review by the Council would review this fee in a year.

Building Rentals - Deposits

Currently the Town charges a \$250 deposit for the rental of the Town Pavilion and there is a rental fee of \$25 for half day and \$50 for the full day. One of the challenges is the pavilion is open to the public on a 24/7 basis making it difficult to prove damage from that particular individual who rented the pavilion. In checking with other communities, they charge a fee only and no deposit is required for their pavilion rentals. Staff is proposing to eliminate the

deposit requirement for the Town Pavilion only. The Public Safety Building and Town Hall building would still require a deposit for any rentals.

Special Events – Equipment Rental

Some of these fees have not been updated in several years and in speaking with Aldo, it was determined to make the changes to combine the loader cost since the Town no longer has a small loader the cost would include the loaders with operators.

Dumpster Fees

Public Works has faced several challenges when trying to perform their duties in collecting the garbage throughout town. Some of the main issues have been people putting construction debris in the dumpsters in which cameras were installed at some of the dumpster locations. We are proposing an administrative fine that would be imposed for the following violations:

Dumpster Violations:

<i>Construction Debris</i>	<i>\$50 per dumpster</i>
<i>Refuse (Appliances, Furniture & Similar materials)</i>	<i>\$50 per appliance/mattress, etc.</i>
<i>Blocked Dumpster:</i>	<i>\$100 per dumpster</i>
<i>Spilled Garbage left outside dumpster:</i>	<i>\$100 per dumpster.</i>

These violations coincide with Town Code 4-1 (Garbage and Refuge) where the definitions for construction debris, refuse and spilled garbage are identified in the code. Dumpsters that are located at the condominiums where violations occur, the HOA would be fined for the violation, and they could be subject to additional penalties for the violations. Dumpsters that are located in the public right-of-way and open to the public, staff will continue to work on possible solutions, but if an individual is caught violating the Town Code, they are subject to the penalties/fines.

Attached is the proposed Consolidated Fee Schedule for the Council’s review showing the proposed changes in the fee schedule in red font.

FINANCIAL IMPLICATIONS:

The fees proposed reflect a more accurate cost associated with the process.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends the Council approve the proposed changes to the Consolidated Fee Schedule and amend the fee schedule as presented with a retroactive date of July 1, 2022, for fiscal year purposes.

PROPOSED MOTION:

I move to adopt Resolution No. 505, a resolution amending the Consolidated Fee Schedule as presented with a retroactive date of July 1, 2021.

ATTACHMENTS:

A – Consolidated Fee Schedule Resolution & FY2022 Amended Fee Schedule.



Brian Head Town

RESOLUTION NO. ____

A RESOLUTION AMENDING THE FISCAL YEAR 2022 CONSOLIDATED FEE SCHEDULE FOR TOWN OF BRIAN HEAD, UTAH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Brian Head assesses fees for various zoning procedures, building permits, and other administrative permits, utilities and services provided in the Brian Head Code, and other codes adopted by Brian Head Town; and

WHEREAS, the fiscal year 2022 Consolidate Fee Schedule was adopted by the Town Council by resolution on June 22, 2021, and it was determined that an amendment to the FY 2022 Consolidated Fee Schedule be considered by the Town Council.

WHEREAS, the Town Council adopts the Consolidated Fee Schedule by resolution, from time-to-time, for all fees provided for or required under Brian Head Town Ordinances into a single document to facilitate more efficient administration and access of the various fees for the public.

NOW, THEREFORE, BE IT RESOLVED, by the Brian Head Town Council that the attached "Consolidated Fee Schedule", is hereby amended, and updated to be implemented by the Brian Head Town staff forthwith as the Consolidated Fee Scheduled for Fiscal Year 2022.

BE IT FURTHER RESOLVED this Resolution and associated fees supersedes all previous versions and shall have an effective date of July 01, 2021.

PASSED AND ADOPTED by the Brian Head Town Council this ____ day of July ____, 2021, by the following vote.

Town Council Vote

Mayor Clayton Calloway	Aye_____	Nay_____
Council Member Kelly Marshall	Aye_____	Nay_____
Council Member Larry Freeberg	Aye_____	Nay_____
Council Member Shaun Kelly	Aye_____	Nay_____
Council Member Lynn Mulder	Aye_____	Nay_____

BRIAN HEAD TOWN

Clayton Calloway, Mayor

ATTEST:

Nancy Leigh, Town Clerk

(SEAL)

BRIAN HEAD TOWN
CONSOLIDATED FEE SCHEDULE
Effective July 01, 2021
Amended July 13, 2021

Land Use Fees

General Plan Amendment	\$1,000/Application
Zoning Amendment	\$1,000/Application
Special Assessment Area (SAA)	\$1,000/Application
Building Concept Review	\$100 Application / \$50.00 Small Bldg. Application
Conditional Use	\$400
Variance	\$400
Subdivision/PUD Infrastructure	1% of Engineer's infrastructure costs.
Subdivision/PUD Schematic	\$500/Application
Subdivision/PUD Preliminary Plat	\$1000 application fee
Subdivision/PUD Final Plat	\$500 application fee
Plat Amendment w/ Public Hearing	\$500 application fee
Plat Amendment w/out Public Hearing	\$250 application fee
Subdivision by Metes & Bounds	\$500 application fee
Minor Subdivision (Parcel Split)	\$250 application fee
(Additional mailing costs may be applied if application fee is exceeded)	
Development Agreement	\$5,000 Down payment to be applied to actual cost incurred by Town staff to prepare and/or present agreement. A positive balance must be maintained or work on agreement will cease.
Annexation Petition	\$500, plus cost associated w/ feasibility impact, infrastructure & admin analysis.
Planning Commission Special Meeting	\$500
Trenching and Grading Permit	
For each single street cut (utility trenching)	\$100
For Single Family Residential	\$350
For All Other Zones	\$600
*Verification as licensed contractor, \$5,000 bond and \$1,000,000 insurance policy with Town as additional insured must be on file with Brian Head Town for any work in any public right-of-way or connection to Town sewer or water mains or grading permit issued prior to an associated building permit. (Additional bond requirement may be applied based on size, scope, and complexity of the project.)	
Logging/Tree Removal Permit	
Individual Trees for Safety/Fire	No Fee
Residential	\$25
Construction	\$100/Application
Commercial Logging	\$500/Application
Burn Permit	\$10 Residential / \$100 Commercial
Sign Permit, Permanent	\$50/Application
Sign Permit, Temporary (<i>Banner</i>)	No Charge

Administrative Code Violations

1 st Violation Notice & Reinspection	No Charge
---	-----------

DRAFT

2 nd Violation or Recurrence	(a) \$100 fine & \$50 per day of continuing violation for the 14 days immediately following notice of violation and \$100 per day thereafter; or (b) any higher penalty amount otherwise provided by Town Code
Repeat Inspection Fee	\$50
3 rd Violation or Recurrence	Citation / To Be Determined by Court

Egregious Violations may be issued an immediate citation.

Licensing Fees

Business Licenses:	\$108 / New Business Application \$62 / Renewal of Business License \$10.00 / Door-to-Door Solicitation Employee Permit \$50.00 / Sexually Oriented Employee Permit \$200.00 / Sexually Oriented Business \$151 / New Nightly Rental, Application includes 1 unit \$122 / Renewal Nightly Rental Application includes 1 unit \$32 / Additional Nightly Rental Unit New \$26 / Additional Nightly Rental Unit Renewal
--------------------	--

Nightly Rental Disproportionate Fee	\$248 per cabin \$91 per condominium unit
-------------------------------------	--

No Charge for Special Event Vendor	
Dog License	\$10 Neutered / \$20 Non-neutered
Alcohol License, Initial	\$100
Alcohol License, Renewal	\$50

Publications

Land Management Code	\$30.00 bound copy
General Plan	\$20.00 bound copy
Public Works Construction Manual	\$30.00 bound copy
Maps	\$0.25 for 11"x17" black/white copy \$0.50 for 11"x17" color copy \$0.50 for photocopy \$35 for Small Map \$60 for Large Map

Administrative Fees

NSF Check	\$25/Returned Check
Copies	\$0.05 per B/W Copy \$0.10 per Color Copy
Faxes	\$0.10 per page for outgoing faxes \$0.10 per page for incoming faxes
GRAMMA Request	determined on an individual basis per UCA 63-2-203.

Inspection Fees

One-time Building Inspection	Iron County
Re-inspection Fee for building	Iron County

Nightly Rental Fire Inspection \$30
 Commercial Business Fire Inspection \$50 (this fee was inadvertently removed from a previous fee schedule)

Bonds (Refundable)

Subdivision Completion Bonds 125% of Engineers Cost to Complete
 Building Permit Cleanup Bond \$1,000
 Grading & Landscaping Bond \$2,500
 (Additional bond requirement may be applied based on size, scope, and complexity of the project.)

Building Permit Fees

COLLECTED BY IRON COUNTY

Building Permit Fees

VALUATIONS

1. New Construction \$150/sq ft
2. Finished basements \$50/sq ft
3. Decks \$25/sq ft
4. Remodeling: Value determined by the contractor and approved by the Building Official to reflect the cost of work for code related items.
5. Valuations may be modified by the Building Official when evidence supports raising or lowering the valuation due to circumstances outside the norm or specifically mentioned above.

Building Permit Calculation Table

TOTAL VALUATION	FEE
\$1 to \$500	\$24
\$501 to \$2,000	\$24 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, to and including \$2000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and over	\$6,387 for the first \$1,000,000; plus \$4 for each additional \$1,000 or fraction thereof.

Plan Review & Other Applicable Fees Collected by Iron County

New Service Utility Deposit \$300.00

Impact Fees

Water \$5,250.88 x Conversion Factor

Sewer **\$1,096.91** x Conversion Factor

Public Safety **\$153.00** x Conversion Factor

**Individuals who extend water or sewer lines may qualify for an impact fee reduction equal to their incurred costs for the extension, up to the full amount of the impact fee, with verification of submitted construction costs.

IMPACT FEE CONVERSION FACTOR

Single Family/Condo	1 ERC
All Others	Per Actual Fixture Unit Calculations

*One ERC (Equivalent Residential Connection) is equivalent to 24 water fixture units as calculated in Table 604.3 of the 2006 International Plumbing Code, and 20 drainage fixture units as calculated in Table 709.1 of the 2009 International Plumbing Code.

Connection Fees

Water

Residential: \$1,750

Installation by contractor, vault and meter provided by town.

Commercial: \$350 Inspection

Meter, vault and all associated materials to be provided by the contractor per Brian Head Public Works Standards. Payment is for town inspection only.

Inspection services by Town, Street opening & closing by separate permit.

Sewer \$350

Utility Service Fees

Water	Monthly Base Rate/Demand Charge
Residential .5 ERC ¹	\$39.50
Residential 1ERC ²	\$79.00
Commercial	\$156.00
Commercial Business in a Multi-family complex ³	\$156.00

¹One Half (.5) ERC- A single unit (regardless of ownership) consisting of (1) room, intended for temporary living and sleeping purposes and including a separate, exclusive bathroom and food storage, preparation and serving accommodations consisting of not more than a single bowl sink, a refrigerator of not more than 5 cubic feet, and an electrical outlet which may be used for a microwave oven. Water consumption for this type of unit will be calculated at .5 of an ERC with a maximum calculated consumption of 2500 gallons per unit per month.

²Full ERC (1), Residential Unit, Dwelling Unit, or Condo Unit- A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. Water consumption for this type of unit will be calculated at 1ERC with a maximum calculated consumption of 5000 gallons per unit per month.

³Where a commercial business shares a water meter within a multi-family residential or hotel project, and installing a separate commercial meter is not feasible, the Town shall calculate estimated monthly water consumption for the commercial business

based on comparable businesses (in Brian Head or other communities) and bill that amount in addition to the base monthly charge.

Residential (Single Family, Condo, Townhouses)

Base Rate includes 5,000-gallon allowance

Above 5,001 but less than 10,000 gallons	\$3.70/K-gal
Above 10,001 gallons but less than 15,000 gallons	\$4.46/K-gal
Above 15,001 gallons but less than 20,000 gallons	\$5.17/K-gal
Above 20,001 gallons	\$12.26/K-gal
Monthly rate for disconnected Service (5/8", 3/4", 1")	\$59

Commercial Uses ⁴

Base Rate includes 10,000-gallon allowance.

10,001 to 150,000 gallons	\$4.46/K-gal
Above 150,000 gallons	\$5.17/K-gal
Monthly rate for disconnected Service	\$118

Construction Water

\$125.00 monthly meter charge, \$1500.00 Deposit	\$10/K-gal
--	------------

Bulk Water

\$100/K-gal	Non-Resident
\$75/K-gal	Resident

⁴Where a commercial business is located within a multi-family residential or hotel project, and installing a separate commercial meter is not feasible, the Town shall calculate estimated monthly water consumption for the commercial business based on comparable businesses (in Brian Head or other communities) and bill that amount in addition to the base monthly charge. The monthly utility bill shall be calculated by adding the base allowance (5,000 gal for 1 ERC, 2,500 gal for .5 ERC) use for each unit in the building and subtracting that from the total water meter reading. The remainder (if there is any) shall be charged using the commercial water rate table.

Example #1: 50-unit condo with a shared meter commercial facility having 30,000 gallon and a meter reading of 300,000 gallons of water.

50 ERC X 5,000 gallons= 250,000 gallons
 300,000 gallon meter read – 250,000= 50,000 gallon remainder.
 50,000 remainder – 10,000 credit for commercial allowance = 40, 000 gallon excess use
 40,000 gallon excess use x 4.46 per thousand gallons= \$178.40.

Resulting Bill: 50 ERC x \$79.00=	\$3950.00
Commercial Base Fee=	\$156.00
Excess Water Use=	\$178.40
Total=	\$4284.40

Example #2: 50 unit condo with a shared meter commercial facility having 30,000 gallon and a meter reading of 230,000 gallons of water.

50 ERC X 5,000 gallons= 250,000 gallons
 230,000 gallon meter read – 250,000= -20,000 gallon remainder.
 Where the remainder is a negative there is no overage charge

Resulting Bill: 50 ERC x \$79.00=	\$3950
Commercial Base Fee =	\$156
Total =	\$4,106

Sewer	Monthly Base Rate/Demand Charge
Residential .5 ERC	\$20.00 per month
Residential 1ERC	\$40.00 plus 60% of water overuse charge
Commercial	60% of water bill
Commercial	60% of water bill

Business in a Multi-family complex	after residential use is subtracted
------------------------------------	-------------------------------------

Monthly rate for disconnected service for single family house \$34
 Monthly rate for disconnected commercial service \$71

Trash	
Residential (.5 and 1 ERC)/Office	\$12.00
Residential/Office Recycle Fee	\$0
Retail	\$81.00
Restaurant/Lounge	\$110.00
Commercial Recycle Fee	\$0

** Late Penalty 5% / month
 Reconnect Fee \$100
 Disconnect Fee \$100
 Meter Re-read \$50

Special Events/Building Rentals

**Special fees or exceptions may be granted by Administration for local non-profit organizations or civic functions. Additional fees may be charged if there are special needs or setup/takedown.*

Town Hall Rental	\$150 p/day – Council Chambers \$75 for half day up to four hours \$50 p/day – Conference Room \$25 for half day up to four hours – Conference Room \$25 p/day – Kitchen \$15 for half day up to four hours - Kitchen \$250 Refundable Deposit
Public Safety Building Rental	\$200 p/day – Large Multi-Purpose Room \$100 for half day up to four hours – Multi-Purpose Room \$100 p/day – Small Conference Room \$50 for half day up to four hours – Conference Room \$25 p/day – Kitchen \$15 for half day up to four hours - Kitchen \$250 Refundable Deposit
Town Pavilion Rental	\$50 per day \$25 for half day up to four (4) hours \$250 Refundable Deposit
Trail Restoration	Actual Costs to restore trail.
Fire Station Tables	\$5 per table
Police Officer	\$50 p/hr.
Police Officer with Vehicle	\$120 p/hr.
Traffic Cone rental	\$0.50 per day per cone minimum \$10.00
Traffic Warning sign rental	\$15 per day per sign
Traffic Cone/Sign drop off	\$120 after hours.
Garbage Dumpster	\$125 plus after hour costs if applicable
Motor Grader	\$177 per hour w/operator
Dump Truck	\$125 per hour w/operator
Dump Truck w/plow and sander	\$175 per hour w/operator
Large Loader 938	\$106 per hour w/operator

Large Loader 938 w/snow blower	\$141 per hour w/operator
Small Loader 930	\$98.00 per hour w/operator
Loader w/operator	\$150 per hour
P/W employee	\$50 per hour
P/W employee w/pick up	\$120 per hour.

Miscellaneous Town Code Violations:

Alarm System Violation	\$50
E.A.S.Y Program 2 nd Violation	\$250
E.A.S.Y. Program 3 rd Violation	\$500

Dumpster Violations:

Construction Debris	\$50 per dumpster
Refuse (Appliances, Furniture & Similar materials)	\$50 per appliance/mattress, etc.
Blocked Dumpster:	\$100 per dumpster
Spilled Garbage left outside dumpster:	\$100 per dumpster.