AMENDED NOTICE AND AGENDA
BRIGHAM CITY COUNCIL MEETING
Thursday, August 20, 2026 6:00 PM
City Council Chambers, 20 North Main
To View Live Meeting Visit:
https://www.bcutah.gov/mayor-and-city-council.htm or
www.youtube.com/brighamcitycorp

Thought, Reading, or Invocation: Bishop Mike Arrington, 20th Ward
Pledge of Allegiance

6:03 CONSENT

1. Approval of August 6, 2026 City Council Meeting Minutes
2. Request to write-off utilities due to being sent to collections or bankruptcy

6:05 EMPLOYEE RECOGNITION

New Hire in Power Department

6:07 PUBLIC HEARING (Items may be brought to a vote following the public hearing as deemed necessary)

1. Consideration of Resolution Adopting 2026-27 Final Budget – Jeff Schmitt

PUBLISHING OF THE PROPERTY TAX IMPACT SCHEDULE

This Agenda item is intended to demonstrate compliance with 59-2-919(4)(a)(i) and 59-2-924(8)(b) by providing a Property Tax Impact Schedule as attached to this Agenda

2. Consideration of Ordinance Approving the Annexation of 87.74 +/- Acres Located At Approximately 1200 West between Hwy 13 and 1500 North Into Brigham City Corporate Limits – Mark Bradley

6:20 PUBLIC COMMENTS[1] (Per Utah Code, Council will receive input only, no decision can be made)

6:25 COUNCILMEMBER AND CITY ADMINISTRATOR COMMENTS

6:30 ACTION ITEMS

1. Consideration of Ordinance Amending the Brigham City Zoning Map to assign zoning districts to land associated with an annexation petition located at 1000 West between 1500 North and Highway 13 – Mark Bradley
2. Consideration of Approval of Appointment of Interim Public Power Director – Derek Oyler
3. Consideration of Resolution approving the amended and reinstated waste services agreement between Brigham City Corporation and Econowaste, LLC and authorizing the Mayor to execute the agreement on behalf of Brigham City – Derek Oyler
4. Consideration of Ordinance amending Title 5 – Consolidated Fee Schedule related to fees for recycling services – Derek Oyler

7:15 CLOSED SESSION

Consideration to enter a closed session to discuss: purchase/exchange/lease of real property; pending litigation; cyber security; or character/professional competence or physical/mental health of an individual.

Assigned times may vary depending on length of discussion or agenda alteration. In compliance with the Americans with Disabilities Act, individuals needing special accommodations should notify the City Recorder (435-734-6621) at least 48 hours in advance of the meeting. City Council members may participate in council meetings electronically. Public is welcome to join the meeting in person at City Hall or to view the meeting electronically at the link above.

CERTIFICATE OF POSTING

The undersigned duly appointed City Recorder does hereby certify that the above notice and agenda was posted in three public places within the Brigham City limits. A copy was also provided to the Box Elder News Journal and posted on the City website and the State Public Meeting Notice website on August 19, 2026.

Kristina Rasmussen, City Recorder

1 Public Comment is limited to three minutes per person, 15 minutes total time

BRIGHAM CITY

PROPERTY TAX IMPACT SCHEDULE

Pursuant to 59-2-919(4)(a)(i) and 59-2-924(8)(b), the proposed tax rate increase is summarized as follows:

Revenue Impact

- Estimated additional property tax revenue: $184,843
- Percentage increase in total property tax revenue: 4.81%

Taxpayer Impact

- Average residential property ($400,000):
  - Prior year tax: $382.80
  - Proposed tax: $401.28
  - Annual Increase: $18.48
  - Percentage Increase: 4.81%

- Average commercial property ($1,200,000):
  - Prior year tax: $2,088.00
  - Proposed tax: $2,188.80
  - Annual Increase: $100.80
  - Percentage Increase: 4.81%

Departmental Budget and Operational Impact
The proposed tax rate increase will impact the following departments:

Mayor's Office
Budget Impact ($129,843): This change is attributable to personnel costs associated with transitioning from a contracted attorney to a full-time City Attorney position, including wages and benefits that were not previously provided under the contract arrangement.

Operational Impact: Approval of the proposed tax rate increase will allow the City to maintain consistent legal services following the anticipated conclusion of the current contract. While the City has greatly benefited from a highly effective contracted attorney, the transition to a full-time City Attorney is intended to provide dedicated, on-site legal support and ensure continuity of services moving forward.

A full-time attorney will offer increased day-to-day availability, more direct integration with City staff and operations, and the ability to provide timely review of contracts, ordinances, and policies. This position will also support ongoing legal needs related to economic development, personnel matters, and regulatory compliance.

Without the proposed increase, the City would need to secure alternative contracted legal services, which may result in variability in availability, higher hourly costs over time, or reduced consistency depending on the provider.

Parks Department
Budget Impact ($55,000): This change is due to increased temporary wage costs to address seasonal staffing needs and rising service demands.

Operational Impact: Approval of the proposed tax rate increase will allow the department to enhance service levels by adding temporary staff to better maintain the City's parks system. This includes improved mowing schedules,

landscaping, cleanliness, and overall park appearance. Additional staffing will help the department keep pace with increased usage and expectations as the City continues to grow.

Without the proposed increase, the department would likely continue to fall behind on routine maintenance and upkeep, resulting in declining park conditions, reduced aesthetic quality, and potential impacts to public use and community satisfaction.

REGULAR SESSION OF THE
BRIGHAM CITY COUNCIL
August 6, 2026
6:00 p.m.

PRESENT:	D.J. Bott	Mayor
	Dave Hipp	Councilmember
	Dave Jeffries	Councilmember
	Matthew Jensen	Councilmember
	Ryan Smith	Councilmember
	Robin Troxell	Councilmember
ALSO PRESENT:	Mark Bradley	City Planner
	Tom Kotter	Community and Economic Development Director
	Derek Oyler	City Administrator
	Jeremy Poppleton	Assistant Fire Chief
	Kristina Rasmussen	City Recorder
	Chad Reyes	Police Chief
	Brandon Thueson	Fire Chief

At 6:00 PM Mayor Bott called the meeting to order. The prayer was given by Bishop Steven Blanchard, 17th Ward and the pledge of allegiance followed.

CONSENT ITEMS

Mayor Bott presented the Consent Agenda, consisting of the following item:

1. Approval of the July 16, 2026 City Council Meeting

MOTION: Councilmember Hipp made a motion to approve the consent item. Councilmember Smith seconded the motion. Motion passed unanimously.

EMPLOYEE RECOGNITION

Mayor Bott recognized three new employees who have recently joined the Brigham City team and welcomed them to the organization. The following employees were recognized:

- Angie Greene – Public Works Administrative Assistant
- Daniel Greenhaulgh – Water Operator
- Justo Morfin – Tree Trimmer

PUBLIC COMMENT

Jesse Roberts - addressed the Council regarding increasing demands on school gym space and the impact on accommodating Brigham City recreation programs. Roberts explained that seven sports have been added over approximately the past seven years without an increase in gym space. During the winter months, school facilities may be used by athletic teams from as early as 5:00 a.m. until 9:30 or 10:00 p.m., with 15 of the school's 25 sports competing for indoor space between approximately October and March.

Mr. Roberts reported more than 800 athlete registrations last year and approximately 350 registrations already this fall. He stated that accommodating students and school athletic programs is the school's first

priority. While the school continues to accommodate City programs such as Junior Jazz, Prep League, and Men's League when possible, increasing participation and limited facility space have made providing consistent gym time for City recreation programs increasingly difficult.

Keith Mecham - introduced himself to the Council as the School District's new superintendent. Mr. Mecham expressed appreciation for the longstanding working relationship between Brigham City and the School District and stated that he is open to continued communication and opportunities for mutual support. He noted that he had already participated in conversations with Mayor Bott and City staff regarding potential opportunities for collaboration and encouraged Councilmembers to contact him as needed.

COUNCILMEMBER COMMENTS

Councilmember Jensen - commented on the recent community outreach event and Mayor's Barbecue/Night Out Against Crime, noting the good turnout and thanking City departments for representing the City. He also reported that West Nile virus activity is higher than usual and encouraged residents to take appropriate precautions.

Mayor Bott thanked City staff for their work on the Mayor's Barbecue and Night Out Against Crime. He commented positively on the change in venue from Bill Wright's Plaza to Snow Park, noting the additional space, shade, and safer environment for children. He also recognized the strong participation from City staff and thanked Chief Reyes and Officer Jensen for their efforts in organizing the event.

ACTION ITEMS

Consideration of Ordinance for Spring Creek Subdivision First Amendment located at 500 South and 1150

Mark Bradley presented the Spring Creek Subdivision First Amendment, located at 500 South and 1150 West. He explained that the amendment is part of the City's efforts to extend 1100 West and 1150 West farther south to provide connectivity to the new subdivision, elementary school site, and sports complex.

Mr. Bradley reviewed the proposed plat and discussed the following:

- The City previously acquired four lots to accommodate the roadway extensions.
- City staff worked with the developer and adjacent property owners to adjust the affected lots so the roads could be aligned as recommended by the City Engineer.
- Along 1150 West, the proposed configuration allows four lots to be retained. The lots will generally be oriented east and west rather than north, although Mr. Bradley clarified that the corner lots could still face north.
- Along 1100 West, excess property remaining after the roadway extension will be incorporated into the adjacent properties.
- Lot 107 will remain essentially the same; however, easements will be modified to allow culinary and secondary water lines to be rerouted through 1100 West.
- The Planning Commission reviewed the First Amendment and recommended approval to the City Council.

The Mayor commented that the amendment was the final step in a process the Council had been kept informed of and thanked City staff for looking at the City's future connectivity needs and working with the developer and property owners.

Council discussed ownership of the affected lots. Mr. Bradley explained that the developer still owns two of the lots and had exchanged one property with Habitat for Humanity so construction could move forward on another similar lot while roadway and utility improvements are completed.

Council also discussed Lot 104, which will be owned by Brigham City upon completion of the project. Staff explained that the City will then need to complete the public surplus process before selling the lot.

Additional discussion was held regarding small portions of property remaining after construction of the road. Mr. Bradley explained that the remaining areas, approximately 13 feet in some locations, are not large enough to be buildable. Approval and recording of the amended plat will transfer those portions to the adjacent property owners.

MOTION: Councilmember Smith made a motion to approve the Ordinance for Spring Creek Subdivision First Amendment located at 500 South and 1150 West. Councilmember Hipp seconded the motion.

Roll Call:
Councilmember Troxell– Aye: Councilmember Smith – Aye; Councilmember Hipp – Aye; Councilmember Jeffries – Aye; Councilmember Jensen - Aye

Consideration of Resolution Authorizing the Activation of the Nucor Project Area Parcel for the 2027 Tax Year

Community Development Director Tom Kotter presented a resolution authorizing the activation of the Nucor Project Area parcel within the Golden Spike Inland Port Project Area for the 2027 tax year. Stephanie Pack, representing the Utah Inland Port Authority, was also present.

Mr. Kotter provided background on Brigham City's partnership with the Utah Inland Port Authority and explained that the City joined the Golden Spike Project Area in 2023. Since that time, the City and Inland Port have worked to refine project boundaries, add parcels, recruit businesses, and leverage resources for infrastructure and economic development. He noted that the larger Golden Spike Project Area also includes areas elsewhere in Box Elder County.

Mr. Kotter explained the purpose and financial structure of activating the Nucor parcel:

- The activation will begin capturing tax increment generated by the Nucor Towers and Structures development beginning with the 2027 tax year and will run for 25 years.
- Taxing entities will continue to receive taxes generated from the established base taxable value of the property. New taxable value above the base will generate the tax increment.
- Of the incremental tax revenue, 25% will continue to flow to the taxing entities, while 75% will be distributed through the Inland Port project structure.
- Portions of the Inland Port funds are designated for project administration, wetland mitigation, affordable housing, project incentives, and public infrastructure.
- Wetland mitigation funds are required to remain within or adjacent to the project area.
- Economic development incentives are post-performance and are only provided after required standards have been met.
- The public infrastructure portion will assist with infrastructure associated with the Nucor development, including the City's electric substation that was previously bonded as part of Project Charm.

Mr. Kotter emphasized that the figures used in his presentation were examples only and that the actual values associated with the Nucor development will be substantially larger. He explained that the property

was previously agricultural/Greenbelt property with a relatively low taxable value; therefore, the development will create new taxable value for the City, School District, and other taxing entities.

Council discussed the electric substation and the City's bond obligation. Staff explained that under the agreements between Brigham City, the Inland Port, and Nucor, tax increment generated by the project will help make payments on the infrastructure bond. Nucor has also agreed that its incentive portion will be directed toward the City until the bond obligation is satisfied. Once the bond is paid, eligible incentive funds may flow to Nucor, provided the required post-performance standards have been met.

Additional discussion included:

- Nucor is required to meet an average wage standard of 110% of the Box Elder County base wage as part of its participation agreement.
- Ms. Pack clarified that under Inland Port statute, the project area's base year is the year prior to creation, which would be 2022. Staff will work with Box Elder County to finalize the applicable base value and recording requirements.
- Regardless of the final base year determination, staff noted that the property's base taxable value was relatively small because it was previously Greenbelt property.
- Council confirmed that tax increment generated by the Nucor parcel will remain associated with that parcel and will not be transferred to other Golden Spike project areas elsewhere in the county.
- Public infrastructure funds associated with the project are available for City infrastructure within the project and are not distributed to the other taxing entities.
- This is Brigham City's first Inland Port project activated within the City limits.
- Staff estimated that Nucor Towers and Structures will ultimately provide approximately 200–300 jobs. The company is already operating within the existing Nucor/Vulcraft campus while its new facilities are under construction. The new development will also include a galvanizing facility.

Council expressed appreciation for the explanation and commented on the benefits of the project, including additional tax base, infrastructure investment, economic development, and higher-paying employment opportunities.

MOTION: Councilmember Smith made a motion to approve the Resolution authorizing the activation of the Nucor Project Area Parcel for the 2027 tax year. Councilmember Jeffriedseconded the motion. Motion passed unanimously.

Request for approval to enter into a Memorandum of Understanding between the Utah Division of Forestry, Fire, and State Lands and Brigham City Fire for the deployment of resources and cost repayment for those resources for wildfire response and mitigation

Fire Chief Brandon Thueson presented a request to approve a Memorandum of Understanding between the Utah Division of Forestry, Fire, and State Lands and Brigham City Fire for the deployment of resources and repayment of associated costs for wildfire response and mitigation.

Chief Thueson explained that the MOU is part of Utah's Cooperative Wildland Fire System, which Brigham City has participated in for several years. He noted that the system includes preparedness, fuel reduction, response, equipment, and training efforts that help communities prepare for and respond to wildland fires.

Chief Thueson reviewed several benefits of participating in the system:

- Work performed by Brigham City, including fuel-reduction efforts coordinated with Public Works, can count toward the City's required participation or match.

- If Brigham City sends personnel or equipment to assist another agency with a wildfire, the agreement allows the City to recover eligible costs associated with that deployment.
- The agreement also allows Brigham City to request outside equipment and resources when additional assistance is needed within the City.
- Participation provides financial protection if a significant wildfire requires state or federal resources. Once the applicable criteria are met and the incident is delegated appropriately, the State can assume eligible costs associated with those additional resources.

Chief Thueson emphasized that wildfire response can become very expensive very quickly. He gave examples of recent fires in Weber County, noting that approximately two hours of helicopter operations can cost more than $40,000 and a single retardant aircraft drop can exceed $80,000. He explained that this type of agreement helps protect the City from potentially significant wildfire response costs.

Chief Thueson stated that the proposed MOU is similar to the City's previous agreement, which had expired and was updated by the State. The new agreement will be for a five-year term. Staff was requesting approval to authorize the Mayor to sign the renewed MOU.

MOTION: Councilmember Troxell made a motion to approve the Memorandum of Understanding between the Utah Division of Forestry, Fire, and State Lands and Brigham City Fire for the deployment of resources and cost repayment for those resources for wildfire response and mitigation. Councilmember Hipp seconded the motion. Motion passed unanimously.

Request for approval of updates to Employee Policy Manual Chapter 9-6 Paid Holidays and 9-17 Education Assistance

City Administrator Derek Oyler presented proposed updates to the Employee Policy Manual, Chapter 9-6, Paid Holidays, and Chapter 9-17, Education Assistance. He explained that employee policy changes are brought before the Council when they involve employee benefits or have budget implications.

Chapter 9-6 – Paid Holidays

Mr. Oyler explained that the primary proposed change would provide full-time employees with holiday pay equal to the number of hours they were regularly scheduled to work on that day. He noted that City employees work several different schedules, including eight-, nine-, ten-, and twelve-hour shifts, as well as the Fire Department's modified Kelly schedule.

Under the proposed change:

- An employee scheduled to work an eight-, nine-, ten-, or twelve-hour day would receive the corresponding number of holiday hours rather than the current standard eight hours.
- The change is primarily intended to address non-public-safety employees who currently may have to use personal leave to cover the remaining hours of a longer scheduled shift on a holiday.
- Police and Fire employees may continue to bank holiday time because their rotating schedules often require them to work on holidays.
- Annual holiday bank payouts would be capped at 24 hours for Police employees and 48 hours for Fire employees.
- Fire personnel working the 48/96 modified Kelly schedule would continue to receive 12 hours of holiday pay per holiday.
- If a holiday falls on an employee's regularly scheduled day off, the holiday will continue to be observed on the nearest applicable workday.

Council discussed how holiday leave applies to the City's different work schedules and confirmed that the existing practice for employees whose regularly scheduled day off falls on a holiday would remain in place.

Chapter 9-17 – Education Assistance

Mr. Oyler then presented a proposal to discontinue the City's existing education assistance benefit. He explained that the City has historically provided financial assistance for employees pursuing associate, bachelor's, and master's degrees when the education was considered a direct benefit to the employee's position.

Mr. Oyler stated that the increasing number and variety of degree programs and educational opportunities have made it increasingly difficult to determine consistently which programs provide a direct benefit to the City and an employee's specific position.

He explained that:

- The City would continue paying for required training, certifications, apprenticeships, and other education necessary for employees to maintain or advance within their existing job responsibilities.
- Examples include lineman apprenticeship programs, paramedic training, POST certification, and other required departmental training.
- The proposed change would discontinue assistance for optional college degrees that are not required for an employee's current City position.
- Employees who have already received pre-approval under the current education assistance policy would remain eligible for reimbursement upon successful completion.
- The current annual budget for education assistance is approximately **$15,000 to $18,000**, with generally four or five employees participating in a given year.
- Approximately 30 to 40 employees have participated in the program over the past ten years.
- The existing policy requires employees receiving assistance to remain employed with the City for two years following payment or repay a prorated amount if they voluntarily leave before completing that commitment.

Mr. Oyler said staff had discussed the policy for more than a year and had struggled to develop fair and consistent criteria that could apply across the City's highly diverse workforce. He also noted that individual approval or denial decisions had created some employee dissatisfaction and morale concerns.

Councilmember Jeffries expressed concern with eliminating the education assistance benefit entirely. He suggested the program could instead be administered through Human Resources with clearer eligibility standards and funding limits. He commented that education assistance can help develop employees for future positions within the organization and that the City could establish parameters without necessarily paying the full cost of a degree.

The Mayor and other Councilmembers discussed the use of taxpayer funds for degrees that may not directly relate to an employee's current position. Staff reiterated that job-specific training and required certifications would continue to be funded through departmental training budgets. The current education assistance budget would also remain in place for the present fiscal year to honor previously approved commitments, with future budget adjustments to follow.

A motion was initially made to approve both proposed policy changes. Council discussed whether the two items should be considered separately because they addressed different issues. The motion proceeded as presented.

MOTION: Councilmember Hipp moved to approve the updates to Employee Policy Manual Chapter 9-6, Paid Holidays, and Chapter 9-17, Education Assistance as presented. Councilmember Troxell seconded the motion. The motion passed unanimously.

At 7:10 PM Councilmember Smith made a motion to enter a closed session to discuss the purchase, exchange, or lease of real property. Council Member Hipp seconded the motion.

Roll Call:
Councilmember Troxell– Aye: Councilmember Smith – Aye; Councilmember Hipp – Aye; Councilmember Jeffries – Aye; Councilmember Jensen - Aye

At 7:50 PM Council came back into regular session. Councilmember Smith made a motion to adjourn. Councilmember Troxell seconded the motion. Motion passed unanimously.

The undersigned duly appointed Recorder for Brigham City Corporation hereby certifies that the foregoing is a true, accurate and complete record of the August 6, 2026 City Council Meeting.

Dated this 21st of August, 2026.

_____
Kristina Rasmussen, City Recorder

** These meeting minutes were generated with the assistance of artificial intelligence and have been reviewed, edited and approved by Brigham City Staff.

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Jeff Schmitt

2. DEPARTMENT OR DIVISION: Administration

3. DATE INITIATED: August 12, 2026

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

   Attached is a list of customers that have either been sent to the Collection Agency for nonpayment or have taken out bankruptcy.

   I am requesting Council's permission to have these accounts removed from the City's computer system.

5. ESTIMATED TIME NEEDED: 5 minutes

6. PROPOSED DATE FOR COUNCIL ACTION: August 20, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
08.12.2026	Jeff Schmitt		xx

9. MAYOR'S SIGNATURE: _____

ACCOUNTS TO BE WRITTEN OFF
August 20, 2026

Account Number		Final Balance
9.00707.1	$	284.25
19.07102.7	$	965.71
51.01904.2	$	747.74
61.07002.4	$	419.39
53.03502.4	$	103.16
45.07108.5	$	266.30
1.07803.8	$	105.16
5.01801.9	$	89.95
78.02122.2	$	153.15
69.11001.5	$	194.11
AR #1082	$	168.73
		$3,497.65

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Angie Johnsen

2. DEPARTMENT OR DIVISION: Human Resources

3. DATE INITIATED: August 12, 2026

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

   New Hires:

   Jeffery Davis - Power Tree Trimmer

5. ESTIMATED TIME NEEDED: 2-3 minutes

6. PROPOSED DATE FOR COUNCIL ACTION: August 20, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
August 12, 2026	Angie Johnsen	eSigned via GovOS.com Angie Johnsen Key: 32352lea-7128-4d36-b69a-a3d90f6adele	

9. MAYOR'S SIGNATURE: eSigned via GovOS.com D J Bott Key: 605b8a0c-e6b3-440c-bdc6-2700fb4efb2c

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Jeff Schmitt

2. DEPARTMENT OR DIVISION: Administration/Finance

3. DATE INITIATED: August 12, 2026

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

   Request approval of the attached Resolution to approve the FY 2026-27 final budget

5. ESTIMATED TIME NEEDED: 5 minutes

6. PROPOSED DATE FOR COUNCIL ACTION: August 20, 2026

7. REVIEW

Date	Name	Signature	Attachment
8.12.26	Jeff Schmitt		☑
			☐

8. MAYOR'S SIGNATURE: _____

RESOLUTION NO. _____

ADOPTION OF BRIGHAM CITY FISCAL YEAR 2026-27 FINAL BUDGET FOR THE FOLLOWING FUNDS AND COMPENSATION PLANS: GENERAL FUND; AIRPORT FUND; PUBLIC UTILITY FUND; STORM DRAIN FUND; INTRAGOVERNMENTAL SERVICE FUND; GOLF COURSE FUND; DEBT SERVICE FUNDS; CAPITAL PROJECT FUNDS; GENERAL COMPENSATION PLAN; AND PART-TIME COMPENSATION

WHEREAS, Brigham City is a municipal corporation organized pursuant to the laws of the State of Utah; and

WHEREAS, Brigham City has proposed a Final Budget for the Fiscal Year 2026-27 including all funds and separate budgets as hereinafter contained.

WHEREAS, Brigham City Corporation is proposing the City's property tax rates be set as indicated below: and

WHEREAS, the City Council has held all public hearings, posted notices and taken all steps necessary according to truth in taxation laws; and

WHEREAS, the City Council has reviewed the Fiscal Year 2026-27 Final Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRIGHAM CITY, UTAH, this 20th day of August 2026 with _____ Council Members present and _____ Council Members voting in favor thereof, that Brigham City adopt the final budgets as included in the publication "BRIGHAM CITY CORPORATION FISCAL YEAR 2026-27 OPERATING BUDGET" for the following funds and compensation plans.

A. General Fund
B. Airport Fund
C. Public Utility Fund
    1) Water Department
    2) Sewer Department

3) Electric Department
4) Refuse Collection Department
5) Green Waste Recycling Department

D. Storm Drain
E. Intergovernmental Service Funds
F. Golf Course Fund
G. Debt Service Funds
H. Capital Project Funds
I. General Compensation Plan
J. Part-time Compensation Plan

2026-27 PROPERTY TAX RATES

Levy/Fund	Revenue	Tax Rate
General Fund	$4,031,299	.001824

PASSED AND ADOPTED this 20th day of August 2026.

BY: _____
Dennis J Bott, Mayor

ATTEST:

_____
Kristina Rasmussen
City Recorder

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Mark Bradley

2. DEPARTMENT OR DIVISION: Community Development

3. DATE INITIATED: August 5, 2026

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

   Request approval of the attached ordinance annexing the property located at approximately 1200 West between Hwy 13 and 1500 North. The City Recorder posted the notice of annexation as a Class A notice with a request for protests to be filed within 30-days and published the notice in the News Journal for three consecutive weeks. No protests were received. Upon approval, the ordinance and plat will be sent to the Lt. Governor's Office for final approval and completion of the annexation.

5. ESTIMATED TIME NEEDED: 10 Minutes

6. PROPOSED DATE FOR COUNCIL ACTION: August 20, 2026

7. REVIEW

Date	Name	Signature	Attachment
08.05.2026	Mark Bradley	Mark Bradley	☑
08.05.2026	Kristina Rasmussen	Kristina Rasmussen	☑

8. MAYOR'S SIGNATURE: _____

BRIGHAM CITY

CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: Request of approval of ordinance annexing the property located at approx 1200 West between Hwy 13 and 1500 North

Name of Person Requesting Legal Review: Kristina Rasmussen

Date Sent: August 10, 202 Review Date Deadline: August 12, 2026

Reviewed by Attorney: _____ Date: 8/10/26

☒ Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Kristina Rasmussen Date: 8/10/26

☐ Accepted as Received

Submitted to Mayor's Office By: _____ Date: _____

Reviewed by Mayor's Office: _____
Derek Oyler, City Administrator

ORDINANCE NO. 26-_____

AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN REAL PROPERTY INTO THE CITY FROM BOX ELDER COUNTY PURSUANT TO UTAH CODE

WHEREAS, the City received a petition for annexation from the applicant, that application was certified by the City Recorder pursuant to Utah Code 10-2-807 on June 1, 2026; and

WHEREAS, the application is for property more particularly described and set forth as attached; and

WHEREAS, following the certification by the City Recorder the City pursuant to Utah Code 10-2-808 provided notice of the proposed annexation which described the petition, the day of certification, the area proposed, the petition is available by inspection and in plain terms stated that the City may grant the petition and annex the area described in the petition and provide for a time for protest; and

WHEREAS, no protest was received and therefore the annexation may proceed pursuant to Utah Code, specifically Utah Code 10-2-810 (6)(7); and

WHEREAS, the requirements for public notice pursuant to 10-2-810 have been fulfilled;

NOW THEREFORE, at a regular meeting of the City Council of Brigham City, Utah, held on August 20, 2026, it is hereby ordained that the property described in Exhibit A is hereupon annexed into Brigham City, and the City limits of said City are hereby adjusted accordingly; and

BE IT ORDAINED that said annexed property shall hereafter be subject to all ordinances, jurisdictions, rules and obligations pertinent to said land; and

BE IT ORDAINED that, within 30 days after enacting this ordinance, the Brigham City Recorder shall file with the Lt. Governor's Office a copy of the plat map and this ordinance; and

BE IT ORDAINED that upon receipt of the certificate of annexation from the Lt. Governor's Office, said property shall be deemed complete, and the property so annexed shall be deemed and held to be a part of Brigham City, and thereafter inhabitants of said property shall enjoy the privileges of the annexation and be subject to the ordinances, resolutions and regulations of Brigham City.

This ordinance shall become effective upon its adoption, recordation and first publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF BRIGHAM CITY, STATE OF UTAH ON THIS 20TH DAY OF AUGUST 2026.

_____

Dennis J Bott, Mayor

ATTEST:

_____

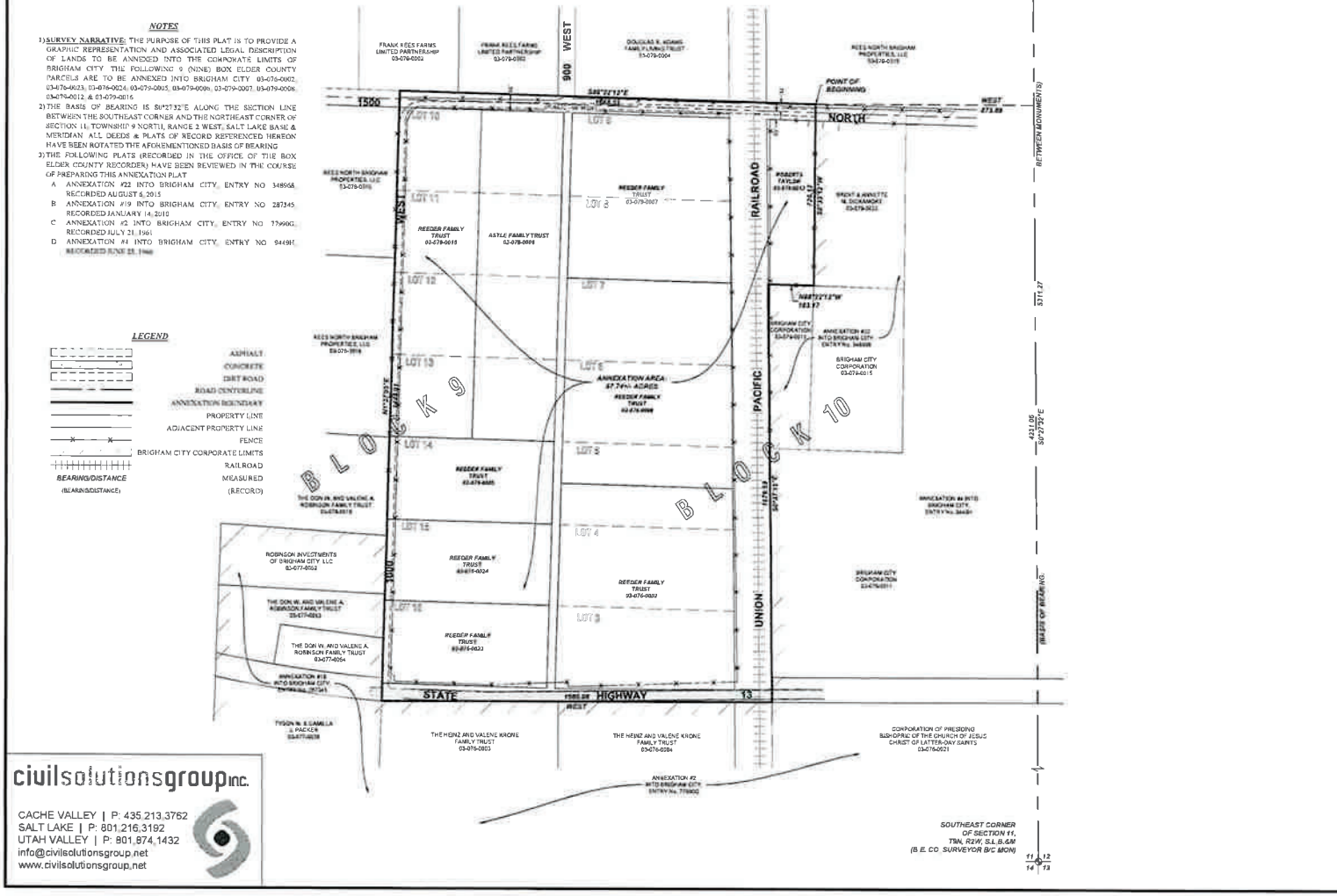
Kristina Rasmussen, City Recorder

ANNEXATION PLAT

STEWARD LAND COMPANY, LLC
ADDITION
TO
BRIGHAM CITY, BOX ELDER COUNTY, UTAH
LOCATED IN THE E1/2 OF SECTION 11, T9N, R2W, SLB&M



VICINITY MAP



civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

SURVEYOR'S CERTIFICATE

I, CURTIS BOWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 12606453-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO BRIGHAM CITY, UTAH.

BOUNDARY DESCRIPTION

All of Box Elder County Parcels 03-076-0002, 03-076-0023, 03-076-0024, 03-079-0005, 03-079-0006, 03-079-0007, 03-079-0008, 03-079-0012, 03-079-0016, located in a portion of the East 1/2 of Section 11, Township 9 North, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the Northwest corner of Annexation #22 (Entry No. 348968) of the Official Records of Box Elder County, located S0°27'32"E along the Section line 1,089.21 feet and West 875.99 feet from the Northeast corner of Section 11, T9N, R2W, SLB&M (basis of bearing: S0°27'32"E 5311.27 feet between the Northeast Corner & Southeast Corner of Section 11, T9N, R2W, SLB&M); thence along said Annexation #22 the following 3 (three) bearings & distances: (1) thence S0°39'13"W 926.12 feet; (2) thence N89°23'19"W 183.17 feet; (3) thence S0°37'15"E along Annexation #4 (Entry No. 914991) 1679.60 feet to a point on the north line of Annexation #2 (Entry No. 77990G) of the Official Records of Box Elder County; thence West along said Annexation 1363.06 feet more or less to the East side of Annexation #19 (Entry No. 287345) of the Official Records of Box Elder County; thence N31°57'01"E along said annexation and extension thereof 2498.91 feet to a point on the extension of the north line of Annexation #22 (Entry No. 348968); thence S89°32'12"E 1008.92 feet to the point of beginning.

Contains: 57.74+/- acres

SURVEYOR'S SEAL

CURTIS BOWN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 12606453-2201

DATE

ACCEPTANCE OF LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF BRIGHAM CITY, BOX ELDER COUNTY, UTAH HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS AND THE OWNERS OF AT LEAST ONE THIRD IN VALUE OF REAL PROPERTY HEREIN, REQUESTING THAT SAID AREAS BE ANNEXED TO BRIGHAM CITY, UTAH AND THAT A COPY OF THE GREENSHEET FOR RESOLUTION HAS BEEN PREPARED FOR FILING HEREWITH IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SEC. 10-2-805 AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS FINAL LOCAL ENTITY PLAT AS PART OF SAID CITY.

THIS _____ DAY OF _____ A.D. 20__.

RECORDER'S SEAL

BRIGHAM CITY MAYOR

ATTEST: _____ RECORDER

MUNICIPAL ACKNOWLEDGMENT

STATE OF UTAH)
: §
COUNTY OF BOX ELDER)

ON THIS _____ DAY OF _____, 2026, PERSONALLY APPEARED BEFORE ME, _____ WHO BEING BY ME DULY SWORN (OR SAT AND ACKNOWLEDGED) THAT HE/SHE IS THE MAYOR OF BRIGHAM CITY, A BODY CORPORATE AND POLITIC OF THE STATE OF UTAH, WHICH CITY IS THE OWNER OF THE REAL PROPERTY LISTED HEREIN, AND EXECUTED THE FOREGOING INSTRUMENT AS THE AUTHORIZED AGENT OF BRIGHAM CITY.

MY COMMISSION EXPIRES _____

STATE OF UTAH NOTARY PUBLIC (SIGNATURE)

RESIDING IN _____ COUNTY

MY COMMISSION No. _____

PRINTED FULL NAME OF NOTARY

APPROVAL BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY APPROVED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-017 AMENDED

SURVEYOR'S SEAL

COUNTY SURVEYOR

DATE

ANNEXATION PLAT

STEWARD LAND COMPANY, LLC
ADDITION
TO
BRIGHAM CITY, BOX ELDER COUNTY, UTAH
LOCATED IN THE E1/2 OF SECTION 11, T9N, R2W, SLB&M

RECORDED #: _____

STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND FILED AT THE REQUEST OF

DATE _____ TIME _____ BOOK _____ PAGE _____

& _____

FEE _____ BOX ELDER COUNTY RECORDER

BOUNDARY DESCRIPTION

All of Box Elder County Parcels 03-076-0002, 03-076-0023, 03-076-0024, 03-079-0005, 03-079-0006, 03-079-0007, 03-079-0008, 03-079-0012, 03-079-0016, located in a portion of the East 1/2 of Section 11, Township 9 North, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the Northwest corner of Annexation #22 (Entry No. 348968) of the Official Records of Box Elder County, located S0°27'32"E along the Section line 1,080.21 feet and West 875.89 feet from the Northeast corner of Section 11, T9N, R2W, SLB&M (Basis of Bearing: S0°27'32"E 5311.27 feet between the Northeast Corner & Southeast Corner of Section 11, T9N, R2W, SLB&M); thence along said Annexation #22 the following 3 (three) bearings & distances: (1) thence S0°33'12"W 726.12 feet; (2) thence N88°22'13"W 183.17 feet; (3) thence S0°37'15"E along Annexation #4 (Entry No. 9449H) 1679.69 feet to a point on the north line of Annexation #2 (Entry No. 77990G) of the Official Records of Box Elder County; thence West along said Annexation 1565.08 feet more or less to the East side of Annexation #19 (Entry No. 287345) of the Official Records of Box Elder County; thence N1°37'05"E along said annexation and extension thereof 2448.91 feet to a point on the extension of the north line of Annexation #22 (Entry No. 348968); thence S88°22'12"E 1668.52 feet to the point of beginning.

Contains: 87.74+/- acres

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Mark Bradley

2. DEPARTMENT OR DIVISION: Community & Economic Development

3. DATE INITIATED: 7/28/26

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

   Ordinance Amending the Brigham City Zoning Map to assign zoning districts to land associated with an annexation petition located at 1000 West between 1500 North and Highway 13. Steward Land Co., petitioner.

5. ESTIMATED TIME NEEDED: 10 minutes

6. PROPOSED DATE FOR COUNCIL ACTION: 8/20/26

7. EXPLANATION OF DEADLINE, IF APPLICABLE:
   See attached material.

8. REVIEW

Date	Name	Signature	Attachment
7/28/26	Mark Bradley	Mark Bradley	X
7/28/26	Tom Kotter		

9. MAYOR'S SIGNATURE: _____

BRIGHAM CITY

CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: Ordinance to Amend Zoning Map to Assign Zoning Districts to Land Associated with Annexation (Steward Land Co.).

Name of Person Requesting Legal Review: Mark Bradley

Date Sent: July 28, 2026 Review Date Deadline: August 3, 2026

Reviewed by Attorney: _____ Date: 8/4/26

X Reviewed and acceptable as submitted
_____ See suggested changes

Returned to: Mark Bradley Date: 8/4/26

X Accepted as Received

Submitted to Mayor's Office By: MB Date: 8/4/26

Reviewed by Mayor's Office: _____
Derek Oyler, City Administrator

BRIGHAM CITY

MEMORANDUM

To: Mayor Bott, City Council Members

From: Mark Bradley, City Planner MB

Subject: Amend Zoning Map, Application #26-054

Date: July 28, 2026

CITY COUNCIL AGENDA:
August 20, 2026

NATURE OF REQUEST:
Amend the City Zoning Map as part of an annexation petition. Assign zoning districts.

OVERVIEW:
This consideration is associated with a petition to annex land into Brigham City. A zoning designation is to be applied to the land within an annexation area at time of annexation. The proposed zoning districts include R-1-10 (Residential District), R-1-8 (Residential District), and R-M-7 (Multiple Residential District).

UTAH CODE:

10-20-603. Regulating annexed territory.

(1) The legislative body of each municipality shall assign a land use zone or a variety of land use zones to territory annexed to the municipality at the time the territory is annexed.

(2) If the legislative body fails to assign a land use zone at the time the territory is annexed, all land uses within the annexed territory shall be compatible with surrounding uses within the municipality.

10-20-503. Land use ordinance or zoning map amendments.

(1) Only a legislative body may amend:

(a) the number, shape, boundaries, area, or general uses of any zoning district;

(b) any regulation of or within the zoning district; or

(c) any other provision of a land use regulation.

(2) A legislative body may not make any amendment authorized by this section unless the legislative body first submits the amendment to the planning commission for the planning commission's recommendation.

PLANNING COMMISSION RECOMMENDATION:
After the annexation petition was accepted by the City Council on June 18, 2026, the Planning Commission held a public hearing for the proposed zoning district on July 21, 2026, and recommended approval (3-2 vote) to the City Council for R-1-10 (Residential District), R-1-8 (Residential District), and R-M-7 (Multiple Residential District), noting that the Taylor Roberts property, which is east of the railroad track has a rural residential designation on the General Plan map recommending the R-1-8 to be consist with the existing R-1-8 zoning to the east [and south] of it, based on staff recommendations, stipulations, and findings of fact.

Nay votes. *Both nay votes were based on the Roberts property, east of railroad, with no concerns expressed for the R-1-10, R-1-8, and R-M-7 assignments west of railroad.*

- *Nay #1. In looking at the zoning map, the Olson property was not required to come in with the [Wilson] annexation. Understand Taylor Roberts' position of not wanting to be part of the annexation if he doesn't want to make the change.*

- *Nay #2. Support the Roberts property being included in the annexation for the purposes of 1500 North but felt the RR-1 (Rural Residential) zoning designation would be a little more lenient to allow for more of the property rights.*

Notes:

1. ***The Planning Commission recommendation is only for the zoning district, not whether the property should be annexed into the City. An annexation petition does not require a recommendation by the Planning Commission and is strictly a Legislative matter.***

2. ***Taylor Roberts was made known at the Planning Commission meeting:***

   A. ***That he could continue the enjoyment of animal rights with the annexation and rezone of property to the R-1-8 zoning district until such time his property is subdivided.***

   B. ***If his property is not annexed, the proposed zoning would have no effect. His property would continue with the zoning assigned by Box Elder County.***

3. ***A Zoning Map Amendment is a Legislative decision. The City Council can accept the recommendation by the Planning Commission or make any other assignment as deemed appropriate.***

ATTACHMENTS:
1. Staff Evaluation
2. Exhibits
3. Prepared Ordinance

BRIGHAM CITY, UTAH
PLANNING COMMISSION
STAFF EVALUATION

PETITIONER: Steward Land Company, LLC
PROPERTY OWNERS: Reeder J Max TTEE ETAL, Astle William Benson TTEE, Roberts Taylor
LOCATION: 1000 West between Highway 13 and 1500 North
APPLICATION NO.: 26-054
ANNEXATION AREA: 87.74 ac
ZONING DISTRICT: County
DATE: July 10, 2026
PARCEL NO: 03-076-0002, 03-079-0005, 03-079-0006, 03-079-0007, 03-079-0008, 03-079-0012, 03-079-0016, 03-076-0023, 03-076-0024

PLANNING COMMISSION MEETING: July 21, 2026
APPLICATION TYPE: Legislative
PLANNING COMMISSION ROLE: Recommending Body to City Council

NATURE OF REQUEST:
Amend Zoning Map (and Annexation Plat review)

OVERVIEW:
This application is associated with a petition to annex property into Brigham City. A zoning designation is to be applied to the property at time of annexation. The proposed zoning districts include R-1-10 (Residential District), R-1-8 (Residential District), and R-M-7 (Multiple Residential District). The proposed zoning districts are consistent with the recent update of the General Plan Future Land Use designation of "Low Density Residential" and "Medium Density Residential", except for the property east of the railroad along 1500 North, which is "Rural Residential."

Brigham City staff requested the petitioner to include the property east of the railroad along 1500 North (Parcel No. 03-079-0012 - Taylor Roberts) to prevent an ownership gap with the roadway and an unincorporated island. The proposed development of the land will cause roadway improvements along 1500 North Street and the railroad crossing. The following is a breakdown of the proposed zoning districts:

Proposed Zoning District	General Location	General Plan Land Use Designation	Acreage
R-1-10	North portion along 1500 N	Low Density Residential	24.8
R-1-8	Central portion	Low Density Residential	36.4
R-1-8	East of RR along 1500 N	Rural Residential	2.9
R-M-7	South portion along Hwy 13	Medium Density Residential	23.5

Earlier in the year, the same group petitioned the City to amend the General Plan Future Land Use Map from Office/Light Industrial to Low Density Residential and Medium Density Residential to accommodate additional housing and provide for a mix of townhomes, R-1-6, R-1-8, and R-1-10 single family lots. On March 19, 2026, the City Council adopted an ordinance amending the land use map to allow for Low and Medium Density Residential (see attached Ordinance No. 26-05).

The question is whether the south portion should be zoned R-M-7 or R-1-6. The City anticipates a transition of zoning districts on this property. The R-M-7 area could be developed with townhomes and single family lots through a Planned Unit Development subdivision plat with common area. If the applicant desires 6,000 sq. ft. single family lots

not tied to the Planned Unit Development, then the R-1-6 zoning district would need to be applied to that portion.

A public hearing is scheduled with the Planning Commission for July 21, 2026, where they will consider the zoning designations and provide a recommendation to the City Council.

STAFF COMMENTS:

Box Elder County Recorder's Office/GIS:

1. Boundary description does not close. The bearing in the drawing is correct, bearing in the description is not.
2. See attached annexation plat redlines.

Community and Economic Development Department:

1. The proposed transitional zoning districts is in harmony with the recent amended General Plan Future Land Use Map of Low and Medium Density Residential designations for properties west of the railroad.
2. Support the Taylor Roberts property being zoned R-1-8 to match the zoning for the east side of the railroad.
3. As noted in the above Overview, the R-M-7 area could be developed with townhomes and single family lots through a Planned Unit Development subdivision plat with common area. If the applicant desires 6,000 sq. ft. single family lots not tied to the Planned Unit Development, then the R-1-6 zoning district would need to be applied to that portion.
4. Recommend the north portion of the R-M-7 area be zoned R-1-6.
5. Annexation Plat comments:
   A. Please place the Municipal Acknowledgement following the Acceptance of Legislative Body block.
   B. Shift the Approval by Deputy County Surveyor block below the Municipal Acknowledgement block.
   C. Remove "Deputy" from County Surveyor block title and signature line.

Engineering Department:

1. Our office has no concerns with the proposed annexation area or recommended updated zoning requests.
2. Please update in the BOUNDARY SUBSCRIPTION "...thence N1*37'05" W along..." to "...thence N1*37'05" E along..."
3. Please add the ¼ section, township, range, and SLB&M beneath the title.
4. Please remove the word "Deputy" from the *APPROVAL BY DEPUTY COUNTY SURVEYOR* in both the title and signature block.
5. The Box Elder Parcel Map shows DVR HOLDINGS, LLC parcel 03-077-0052 as owned by ROBINSON INVESTMENTS OF BRIGHAM CITY LLC instead of DVR HOLDINGS.
6. In Note 3, please replace CACHE COUNTY RECORDER with BOX ELDER COUNTY RECORDER.

Fire Department:

1. No comments

GIS Division:

1. Boundary Description, Paragraph 2, Line 9: the bearing N1°37'05"W does not match the N1°37'05"E labeled on the plat, please reconcile.

2. The Survey Narrative note references annexations plats recorded with the Cache County Recorder, revise to Box Elder County Recorder.
3. Recommend labeling SR-13 in the Locator map, rather than Promontory Road.
4. Consider labeling the railroad as Union Pacific Railroad to reflect current ownership, even though Oregon Short Line was the historic and originally recorded rail right of way.

Police Department:

1. No comments

Public Power Department:

1. No comments at this time

Public Works Department:
(Culinary Water, Street, and Wastewater Treatment/ Storm Drain Divisions)

1. No comments

PLANNING COMMISSION RESPONSIBILITY:

1. The Planning Commission is the recommending body to the City Council for this application.
2. Consider whether the zoning districts are consistent with the General Plan Future Land Use Map.
3. Consider the zoning districts and forward a recommendation to the City Council, who is the Land Use Authority (Legislative Body) for this application associated with a proposed annexation petition.

STAFF RECOMMENDATION:

1. Support the transitional zoning districts.
2. Support the Taylor Roberts property being zoned R-1-8 to match the zoning district for properties east of the railroad.
3. Recommend the north portion of the R-M-7 area be zoned R-1-6.

STIPULATIONS:

1. Subject to City Council approving the proposed annexation.

FINDINGS OF FACT:

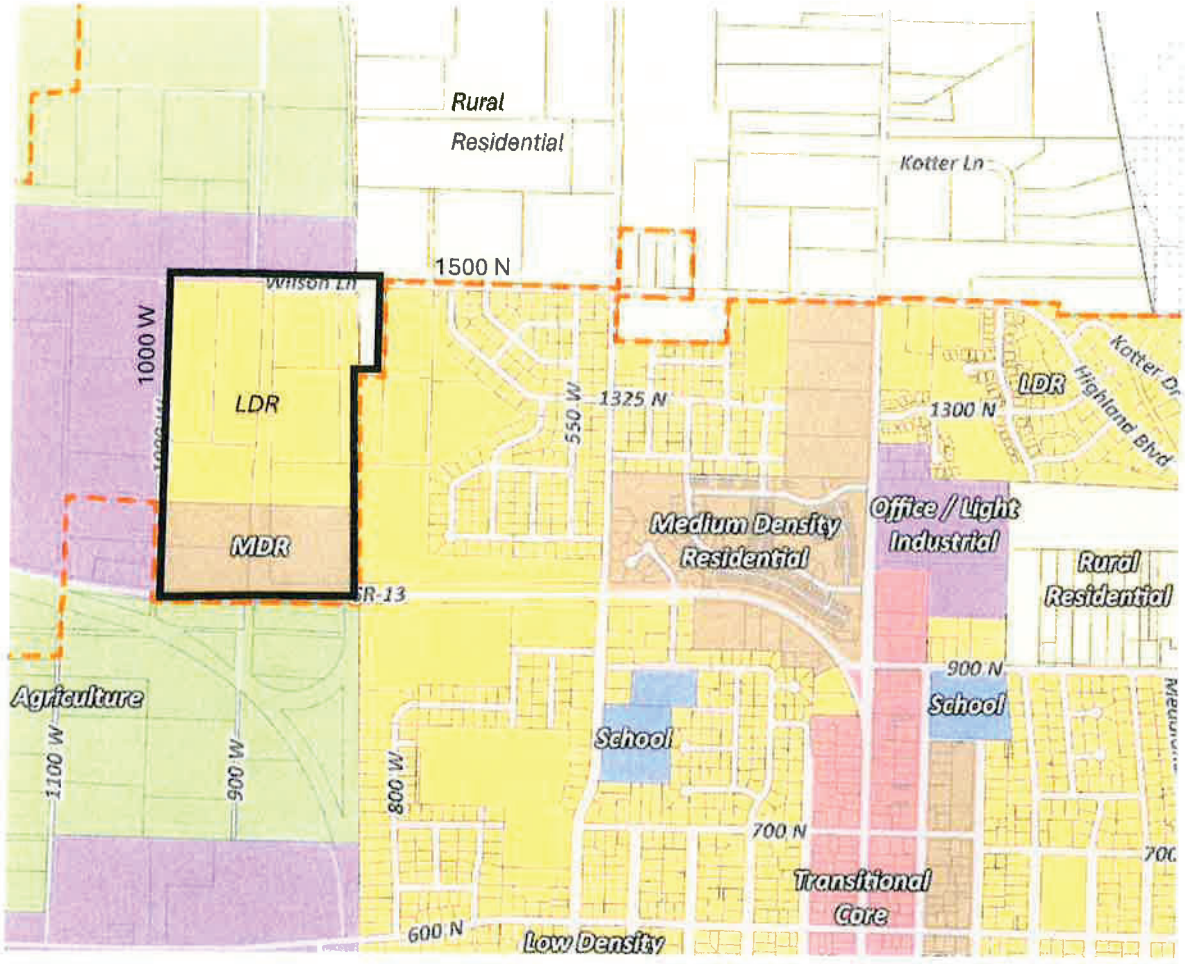
1. This application is associated with a petition to annex property into Brigham City.
2. A zoning designation is to be applied to properties at time of annexation.
3. The proposed zoning districts are consistent with the recent update of the General Plan Future Land Use designation of "Low Density Residential" and "Medium Density Residential", except for the property east of the railroad along 1500 North, which is "Rural Residential."
4. The proposed R-1-8 zoning district for the property (Taylor Roberts) east of the railroad would match the zoning district for adjacent properties east of the railroad.
5. R-1-8 and R-1-10 are recommended zoning districts in the "Low Density Residential" designation.
6. R-1-6 and R-M-7 are recommended zoning districts in the "Medium Density Residential" designation.
7. Property owners within the annexation area and neighboring properties within 300 feet received a public hearing notice of the Planning Commission meeting.

8. Only the City Council may amend the number, shape, boundaries, area, or general uses of any zoning district (Utah Code, Section 10-20-503).
   The City Council may not make any amendment authorized by this section of Utah Code Section 10-20-503 unless they first submit the amendment to the planning commission for its recommendation.
   The City Council of each municipality shall assign a land use zone or a variety thereof to territory annexed to the municipality at the time the territory is annexed (Utah Code, Section 10-20-603(1)).
9. If the City Council fails to assign a land use zone at the time the territory is annexed, all land uses within the annexed territory shall be compatible with surrounding uses within the municipality (Utah Code, Section 10-20-603(2)).

ATTACHMENTS:

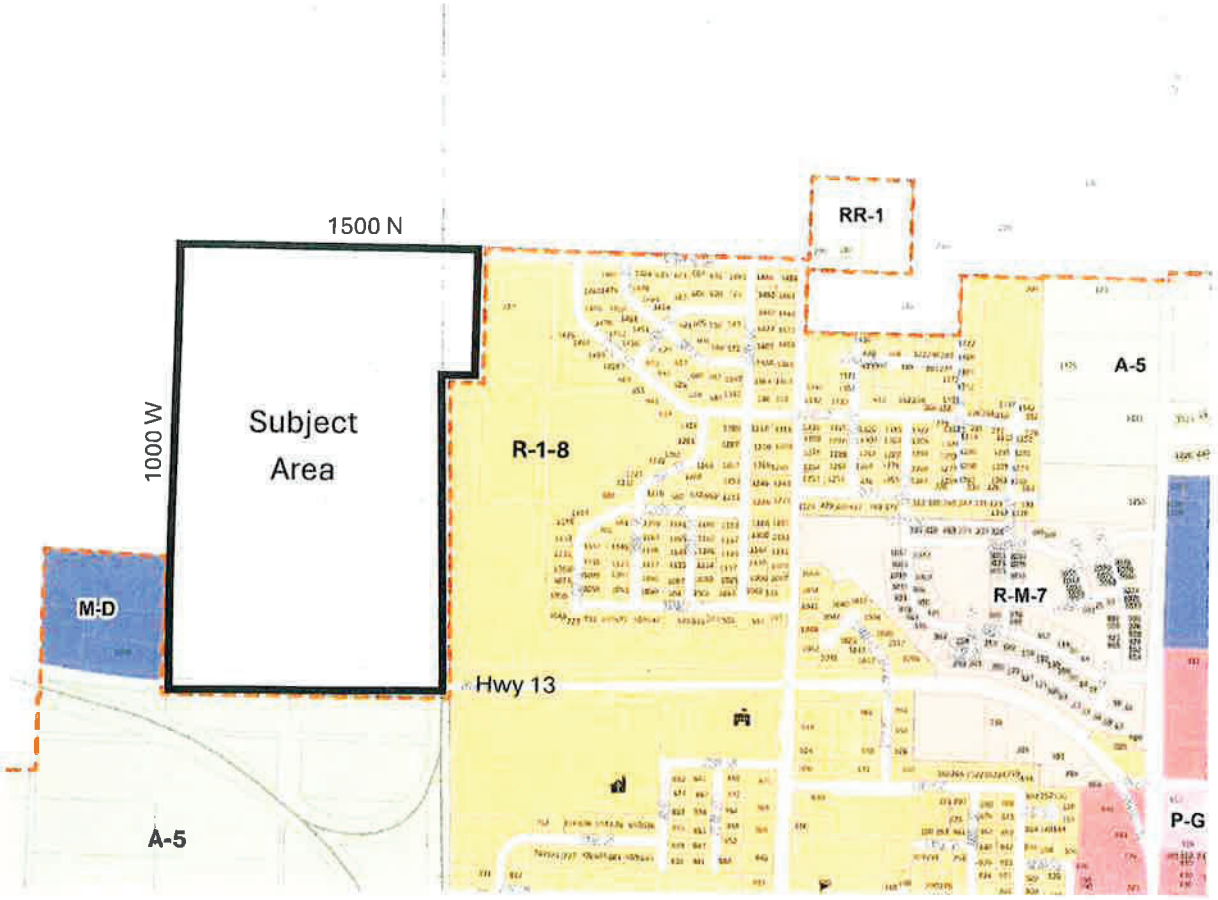
1. General Plan Future Land Use Map
2. Zoning Map
3. Proposed Zoning Districts Exhibit
4. Proposed Annexation Plat – Box Elder County Redlines
5. Ordinance No. 26-065 – General Plan Future Land Use Map Amendment

GENERAL PLAN FUTURE LAND USE MAP



Subject area is outlined in black

ZONING MAP



Proposed zoning districts include R-1-10, R-1-8, and R-M-7 (see Exhibit by petitioner)

ANNEXATION PLAT

STEWARD LAND COMPANY, LLC
ADDITION
TO
BRIGHAM CITY, BOX ELDER COUNTY, UTAH



NOTES

1) SURVEY NARRATIVE: THE PURPOSE OF THIS PLAT IS TO PROVIDE A GRAPHIC REPRESENTATION AND ASSOCIATED LEGAL DESCRIPTION OF LANDS TO BE ANNEXED INTO THE CORPORATE LIMITS OF BRIGHAM CITY. THE FOLLOWING 9 (NINE) BOX ELDER COUNTY PARCELS ARE TO BE ANNEXED INTO BRIGHAM CITY: 03-076-0002, 03-076-0023, 03-076-0024, 03-076-0005, 03-076-0006, 03-076-0007, 03-076-0008, 03-076-0013, & 03-076-0016.

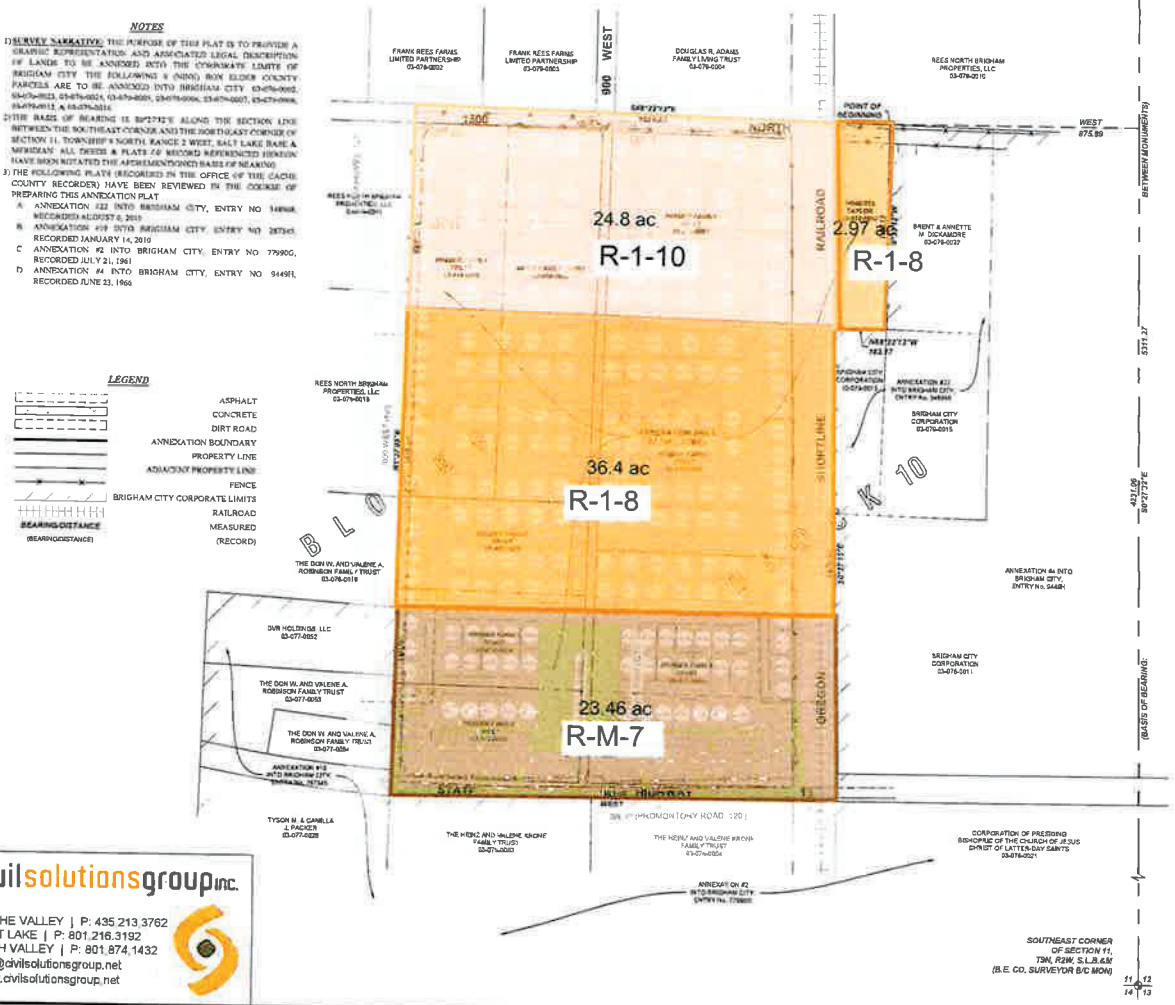
2) THE BASIS OF BEARING IS S0°27'32"E ALONG THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN. ALL DEEDS & PLATS OF RECORD REFERENCED HEREON HAVE BEEN ROTATED TO THE AFOREMENTIONED BASIS OF BEARING.

3) THE FOLLOWING PLATS (RECORDED IN THE OFFICE OF THE CACHE COUNTY RECORDER) HAVE BEEN REVIEWED IN THE COURSE OF PREPARING THIS ANNEXATION PLAT

A. ANNEXATION #22 INTO BRIGHAM CITY, ENTRY NO 548968, RECORDED AUGUST 6, 2019
B. ANNEXATION #19 INTO BRIGHAM CITY, ENTRY NO 287345, RECORDED JANUARY 14, 2010
C. ANNEXATION #2 INTO BRIGHAM CITY, ENTRY NO 77990G, RECORDED JULY 21, 1961
D. ANNEXATION #4 INTO BRIGHAM CITY, ENTRY NO 94491, RECORDED JUNE 23, 1966

LEGEND

ASPHALT
CONCRETE
DIRT ROAD
ANNEXATION BOUNDARY
PROPERTY LINE
ADJACENT PROPERTY LINE
FENCE
BRIGHAM CITY CORPORATE LIMITS
RAILROAD
MEASURED
(RECORD)
BEARING/DISTANCE
(BEARING/DISTANCE)



civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

SURVEYOR'S CERTIFICATE

I, CURTIS BOWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO 12606453-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO BRIGHAM CITY, UTAH.

BOUNDARY DESCRIPTION

All of Box Elder County Parcels 03-076-0002, 03-076-0023, 03-076-0024, 03-076-0005, 03-076-0006, 03-076-0007, 03-076-0008, 03-076-0013, 03-076-0016, located in a portion of the East 1/2 of Section 11, Township 9 North, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the Northeast corner of Annexation #22 (Entry No. 548968) of the Official Records of Box Elder County, located S0°27'32"E along the Section line 1,900.17 feet and West 873.89 feet from the Northeast corner of Section 11, T9N, R2W, SLB&M (Basis of Bearing: S0°27'32"E 5311.27 feet between the Northeast Corner & Southeast Corner of Section 11, T9N, R2W, SLB&M); thence along said Annexation #22 the following 5 (five) courses & distances: (1) thence S0°39'12"W 726.12 feet; (2) thence N88°22'15"W 143.15 feet; (3) thence S0°37'19"E along Annexation #4 (Entry No. 94491) 1670.60 feet to a point on the north line of Annexation #2 (Entry No. 77990G) of the Official Records of Box Elder County; thence West along said Annexation 1965.08 feet more or less to the East side of Annexation #19 (Entry No. 287345) of the Official Records of Box Elder County; thence N1°37'05"W along said annexation and extension thereof 2444.91 feet to a point on the extension of the north line of Annexation #22 (Entry No. 548968); thence S88°22'15"E 1668.52 feet to the point of beginning.

Contains 87.74+/- acres

SURVEYOR'S SEAL

CURTIS BOWN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO 12606453-2201

DATE

ACCEPTANCE OF LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF BRIGHAM CITY, BOX ELDER COUNTY, UTAH, HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS AND THE OWNERS OF AT LEAST ONE THIRD IN VALUE OF REAL PROPERTY SHOWN REQUESTING THAT SAID AREAS BE ANNEXED TO BRIGHAM CITY, UTAH AND THAT A COPY OF THE ORDINANCE FOR RECOGNITION HAS BEEN PREPARED FOR FILING HEREWITH IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SEC 10-2-803 AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS FINAL LOCAL ENTITY PLAT AS PART OF SAID CITY.

THIS _____ DAY OF _____ A.D. 20__

RECORDER'S SEAL

BRIGHAM CITY MAYOR

ATTEST

RECORDER

APPROVAL BY DEPUTY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY APPROVED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED

SURVEYOR'S SEAL

DEPUTY COUNTY SURVEYOR

DATE

MUNICIPAL ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF BOX ELDER)

ON THIS _____ DAY OF _____ 2026 PERSONALLY APPEARED BEFORE ME _____ WHO BEING BY ME DULY SWORN DID SAY AND ACKNOWLEDGE THAT HE/SHE IS THE MAYOR OF BRIGHAM CITY, A BODY CORPORATE AND POLITIC OF THE STATE OF UTAH, WHICH CITY IS THE OWNER OF THE REAL PROPERTY DESCRIBED HEREIN, AND EXECUTED THE FOREGOING INSTRUMENT AS THE AUTHORIZED AGENT OF BRIGHAM CITY.

MY COMMISSION EXPIRES _____ (STATE OF UTAH NOTARY PUBLIC'S SIGNATURE)

RESIDING IN _____ COUNTY

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY

ANNEXATION PLAT

STEWARD LAND COMPANY, LLC
ADDITION
TO
BRIGHAM CITY, BOX ELDER COUNTY, UTAH

RECORDED

STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND FILED AT THE REQUEST OF

DATE _____ TIME _____ BOOK _____ PAGE _____

$ _____

FEE

BOX ELDER COUNTY RECORDER

Box Elder County Redlines

ANNEXATION PLAT

STEWARD LAND COMPANY, LLC ADDITION

TO

BRIGHAM CITY, BOX ELDER COUNTY, UTAH



VICINITY MAP

NOTES

1) **SURVEY NARRATIVE:** THE PURPOSE OF THIS PLAT IS TO PROVIDE A GRAPHIC REPRESENTATION AND ASSOCIATED LEGAL DESCRIPTION OF LANDS TO BE ANNEXED INTO THE CORPORATE LIMITS OF BRIGHAM CITY. THE FOLLOWING 9 (NINE) BOX ELDER COUNTY PARCELS ARE TO BE ANNEXED INTO BRIGHAM CITY: 03-076-0002, 03-076-0021, 03-076-0024, 03-076-0023, 03-079-0006, 03-076-0005, 03-076-0006, 03-076-0012, & 03-076-0016.

2) THE BASIS OF BEARING IS S0°27'32"E ALONG THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN. ALL BEING A PLATE OF RECORD REFERENCED HEREON HAVE BEEN ROTATED TO THE AFOREMENTIONED BASIS OF BEARING.

3) THE FOLLOWING PLATS (RECORDED) IN THE OFFICE OF THE CACHE COUNTY RECORDER) HAVE BEEN REVIEWED IN THE COURSE OF PREPARING THIS ANNEXATION PLAT:

A. ANNEXATION #23 INTO BRIGHAM CITY, ENTRY NO 349568, RECORDED AUGUST 6, 2015

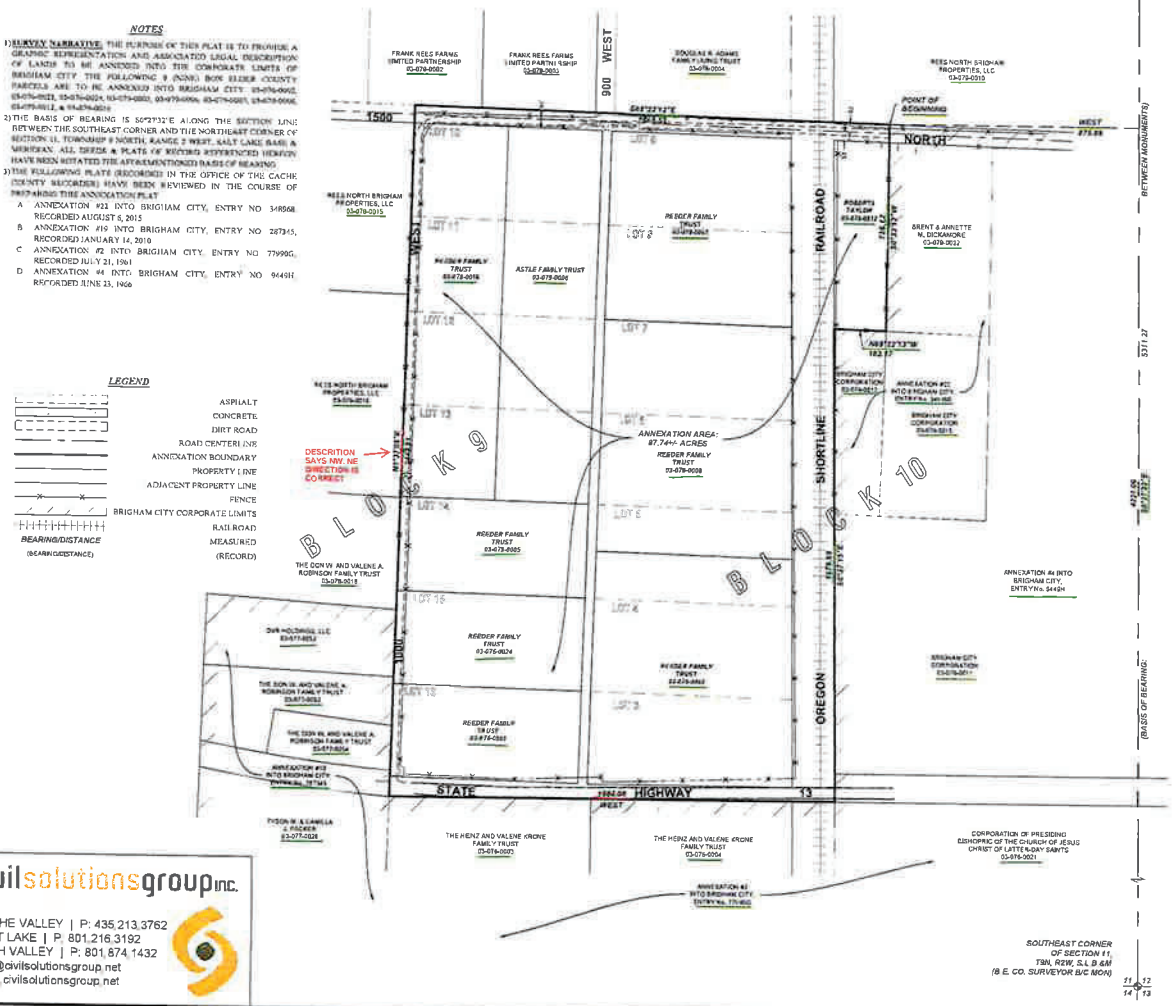
B. ANNEXATION #19 INTO BRIGHAM CITY, ENTRY NO 287345, RECORDED JANUARY 14, 2010

C. ANNEXATION #2 INTO BRIGHAM CITY, ENTRY NO 77990, RECORDED JULY 21, 1961

D. ANNEXATION #4 INTO BRIGHAM CITY, ENTRY NO 9449H, RECORDED JUNE 23, 1966

LEGEND

	ASPHALT
	CONCRETE
	DIRT ROAD
	ROAD CENTERLINE
	ANNEXATION BOUNDARY
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	FENCE
	BRIGHAM CITY CORPORATE LIMITS
	RAILROAD
BEARING/DISTANCE (BEARING/DISTANCE)	MEASURED (RECORD)



civilsolutionsgroup inc.

CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

SURVEYOR'S CERTIFICATE

I, CURTIS BOWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 12606452-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO BRIGHAM CITY, UTAH.

DOES NOT CLOSE

BOUNDARY DESCRIPTION

All of Box Elder County Parcels 03-076-0002, 03-076-0021, 03-076-0023, 03-079-0006, 03-076-0005, 03-076-0006, 03-076-0012, 03-076-0016, located in a portion of the East 1/2 of Section 11, Township 9 North, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the Northeast corner of Annexation #23 (Entry No. 349568) of the Official Records of Box Elder County, located S0°27'32"E along the Section line 1,000.21 feet and West 870.09 feet from the Northeast corner of Section 11, T9N, R2W, SLB&M (Basis of Bearing: S0°27'32"E 5311.25 feet between the Northeast Corner & Southeast Corner of Section 11, T9N, R2W, SLB&M); thence along said Annexation #23 the following: 5 (five) bearings & distances (1) thence S0°33'12"W 726.12 feet; (2) thence N8 E 2215'W 183.17 feet; (3) thence S0°27'32"E along Annexation #4 (Entry No. 9449H) 1870.00 feet to a point on the north line of Annexation #2 (Entry No. 77990U) of the Official Records of Box Elder County; thence West along said Annexation 1363.00 feet more or less to the East side of Annexation #19 (Entry No. 287345) of the Official Records of Box Elder County; thence N1°27'32"W along said annexation and extension thereof 2446.91 feet to a point on the extension of the north line of Annexation #22 (Entry No. 349568); thence East 2212.71 feet to the point of beginning.

Contains: 87.74+/- acres

SURVEYOR'S SEAL

CURTIS BOWN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 12606452-2201

DATE

ACCEPTANCE OF LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF BRIGHAM CITY, BOX ELDER COUNTY, UTAH HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS AND THE OWNERS OF AT LEAST ONE THIRD IN VALUE OF REAL PROPERTY SHOWN REQUESTING THAT SAID AREAS BE ANNEXED TO BRIGHAM CITY, UTAH AND THAT A COPY OF THE ORDINANCE FOR RESOLUTION HAS BEEN PREPARED FOR FILING HEREWITH IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SEC 10-2-806 AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS FINAL LOCAL ENTITY PLAT AS PART OF SAID CITY.

THIS _____ DAY OF _____ A.D. 20__

MAYOR'S SEAL

BRIGHAM CITY MAYOR

ATTEST: _____
RECORDER

APPROVAL BY DEPUTY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY APPROVED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-17 AMENDED

SURVEYOR'S SEAL

DEPUTY COUNTY SURVEYOR

DATE

MUNICIPAL ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF BOX ELDER)

ON THIS _____ DAY OF _____ 20__ PERSONALLY APPEARED BEFORE ME, _____ WHO BEING BY ME DULY SWORN DID SAY AND ACKNOWLEDGE THAT HE/SHE IS THE MAYOR OF BRIGHAM CITY, A BODY CORPORATE AND POLITIC OF THE STATE OF UTAH, WHICH CITY IS THE OWNER OF THE REAL PROPERTY LISTED HEREIN, AND EXECUTED THE FOREGOING INSTRUMENT AS THE AUTHORIZED AGENT OF BRIGHAM CITY.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC (SIGNATURE)

RESIDING IN _____ COUNTY

MY COMMISSION No. _____

PRINTED FULL NAME OF NOTARY

ANNEXATION PLAT

STEWARD LAND COMPANY, LLC ADDITION

TO

BRIGHAM CITY, BOX ELDER COUNTY, UTAH

RECORDED #

STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND FILED AT THE REQUEST OF

DATE _____ TIME _____ BOOK _____ PAGE _____

_____ _____

FEE BOX ELDER COUNTY RECORDER

ORDINANCE NO. 26-05

AN ORDINANCE AMENDING THE BRIGHAM CITY GENERAL PLAN FUTURE LAND USE MAP

WHEREAS, Brigham City received an application from Clark Conway, Steward Land Pursuit, to amend the General Plan Future Land Use Map to change the land use designation from Office/Light Industrial to Low Density Residential and Medium Density Residential on approximately 74 acres of land located between SR-13 and 1500 North and between 1000 West and the Union Pacific Railroad, as described and illustrated in Exhibit "A"; and

WHEREAS, the applicant proposes the amendment in preparation for filing an annexation petition desiring to accommodate additional housing and provide for a mix of townhomes, R-1-6, R-1-8, and R-1-10 single family lots; and

WHEREAS, the proposed amendment would expand the residential land use designation currently east of the railroad tracks to the west side of the railroad tracks to 1000 West Street; and

WHEREAS, following necessary public notice and public hearing, the Brigham City Planning Commission reviewed the application and recommended approval to the Brigham City Council with a 5-1 vote; and

WHEREAS, following necessary public notice and public meeting, the Brigham City Council finds the amendment is desirable to accommodate additional housing.

NOW, THEREFORE BE IT AND IT IS HEREBY ORDAINED by the City Council of Brigham City:

Section 1.

The Brigham City General Plan Future Land Use Map is hereby amended, changing the land use designation from Office/Light Industrial to Low Density Residential and Medium Density Residential as identified and shown, attached hereto as Exhibit "A" for land located between SR-13 and 1500 North and between 1000 West and the Union Pacific Railroad, which includes parcel

numbers 03-076-0002, 03-076-0023, 03-076-0024, 03-079-0005, 03-079-0006, 03-079-0007, 03-079-0008, and 03-079-0016.

Section 2.

This ordinance shall take effect upon posting and publication in the manner as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF BRIGHAM CITY, STATE OF UTAH, ON THIS 19 DAY OF March, 2026.

BRIGHAM CITY

Mayor Dennis J. Bott

ATTEST:

Kristina Rasmussen

Kristina Rasmussen, City Recorder

BRIGHAM CITY, UTAH CORPORATE SEAL

CERTIFICATE OF PUBLISHING ORDINANCE

I, the duly appointed Recorder for Brigham City, hereby certify that a summary of Ordinance No. 26-05 was posted on the Public Notice Website on March 19, 2026.

Kristina Rasmussen

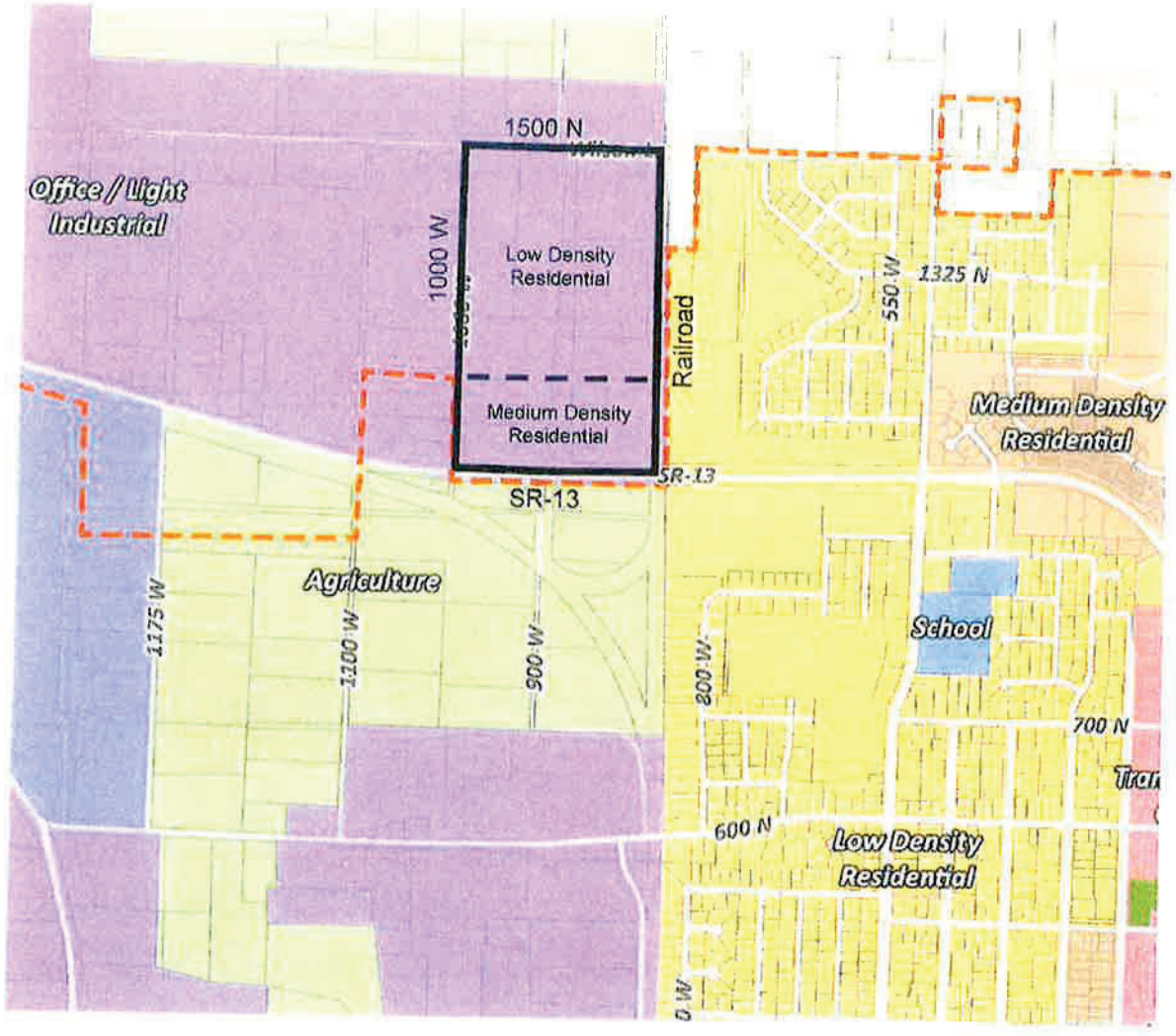
Kristina Rasmussen, City Recorder

Exhibit "A"

General Plan Future Land Use Map Amendment

Description

All land located between SR-13 and 1500 North and between 1000 West and the Union Pacific Railroad, which includes parcel numbers 03-076-0002, 03-076-0023, 03-076-0024, 03-079-0005, 03-079-0006, 03-079-0007, 03-079-0008, and 03-079-0016.



Box Elder County Web Map



ORDINANCE NO. _____

AN ORDINANCE OF BRIGHAM CITY AMENDING THE BRIGHAM CITY ZONING MAP BY ASSIGNING ZONING DISTRICTS TO LAND ASSOCIATED WITH ANNEXATION INTO BRIGHAM CITY

WHEREAS, an annexation petition has been filed causing an amendment to the Brigham City Zoning Map by assigning zoning districts to land associated with an annexation into Brigham City located at 1000 West, between SR-13 (aka State Highway 13) and 1500 North as described and illustrated as Exhibit "A" (legal description and annexation plat); and

WHEREAS, the said land is located within the City Annexation Policy Plan area; and

WHEREAS, following necessary public notice and public hearing, the Brigham City Planning Commission considered the proposed amendment and recommends the assignment of R-1-10 (Residential District), R-1-8 (Residential District), and R-M-7 (Multiple Residential District) to the Brigham City Council; and

WHEREAS, R-1-10 (Residential District), R-1-8 (Residential District), and R-M-7 (Multiple Residential District) west of the railroad is consistent with the General Plan Future Land Use designation of "Low Density Residential" and "Medium Density Residential", and R-1-8 (Residential District) east of the railroad is consistent with the adjacent zoning district; and

WHEREAS, following necessary public notice and public meeting, the Brigham City Council finds that such amendment of the Brigham City Zoning Map by assigning the zoning districts of R-1-10 (Residential District), R-1-8 (Residential District), and R-M-7 (Multiple Residential District) is consistent with the City's General Plan Future Land Use Map and/or consistent with adjacent zoning as referenced, and desirable for the use of the land.

// SEE NEXT PAGE //

NOW, THEREFORE BE IT AND IT IS HEREBY ORDAINED by the City Council of Brigham City:

Section 1.

The Brigham City Zoning Map is hereby amended, and the land shown and described as illustrated in Exhibit "A" (legal description and annexation plat), is assigned to the R-1-10 (Residential District), R-1-8 (Residential District), and R-M-7 (Multiple Residential District).

Section 2.

This ordinance shall take effect upon posting and publication in the manner as required by law and by recordation of the annexation plat in the office of the Box Elder County Recorder's Office.

PASSED AND ADOPTED BY THE CITY COUNCIL OF BRIGHAM CITY, STATE OF UTAH, ON THIS _____ DAY OF _____, 2026.

BRIGHAM CITY

_____

Mayor Dennis J. Bott

ATTEST:

_____

Kristina Rasmussen, City Recorder

Exhibit "A"

BOUNDARY DESCRIPTION

All of Box Elder County Parcels 03-076-0002, 03-076-0023, 03-076-0024, 03-079-0005, 03-079-0006, 03-079-0007, 03-079-0008, 03-079-0012, 03-079-0016, located in a portion of the East 1/2 of Section 11, Township 9 North, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the Northwest corner of Annexation #22 (Entry No. 348968) of the Official Records of Box Elder County, located S0°27'32"E along the Section line 1,080.21 feet and West 875.89 feet from the Northeast corner of Section 11, T9N, R2W, SLB&M (Basis of Bearing: S0°27'32"E 5311.27 feet between the Northeast Corner & Southeast Corner of Section 11, T9N, R2W, SLB&M); thence along said Annexation #22 the following 3 (three) bearings & distances: (1) thence S0°33'12"W 726.12 feet; (2) thence N88°22'13"W 183.17 feet; (3) thence S0°37'15"E along Annexation #4 (Entry No. 9449H) 1679.69 feet to a point on the north line of Annexation #2 (Entry No. 77990G) of the Official Records of Box Elder County; thence West along said Annexation 1565.08 feet more or less to the East side of Annexation #19 (Entry No. 287345) of the Official Records of Box Elder County; thence N1°37'05"W along said annexation and extension thereof 2448.91 feet to a point on the extension of the north line of Annexation #22 (Entry No. 348968); thence S88°22'12"E 1668.52 feet to the point of beginning.

Contains: 87.74+/- acres

ANNEXATION PLAT

STEWARD LAND COMPANY, LLC
ADDITION
TO
BRIGHAM CITY, BOX ELDER COUNTY, UTAH



VICINITY MAP

NOTES

1) **SURVEY NARRATIVE:** THE PURPOSE OF THIS PLAT IS TO PROVIDE A GRAPHIC REPRESENTATION AND ASSOCIATED LEGAL DESCRIPTION OF LANDS TO BE ANNEXED INTO THE CORPORATE LIMITS OF BRIGHAM CITY. THE FOLLOWING 9 (NINE) BOX ELDER COUNTY PARCELS ARE TO BE ANNEXED INTO BRIGHAM CITY: 03-076-0002, 03-076-0023, 03-076-0024, 03-079-0005, 03-079-0006, 03-079-0007, 03-079-0008, 03-079-0012, & 03-079-0016

2) THE BASIS OF BEARING IS S0°27'32"E ALONG THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN ALL DEEDS & PLATS OF RECORD REFERENCED HEREON HAVE BEEN ROTATED THE AFOREMENTIONED BASIS OF BEARING

3) THE FOLLOWING PLATS (RECORDED IN THE OFFICE OF THE CACHE COUNTY RECORDER) HAVE BEEN REVIEWED IN THE OFFICE OF THE COUNTY RECORDER) HAVE BEEN REVIEWED IN THE COURSE OF PREPARING THIS ANNEXATION PLAT

A. ANNEXATION #23 INTO BRIGHAM CITY, ENTRY NO 348968, RECORDED AUGUST 4, 2015

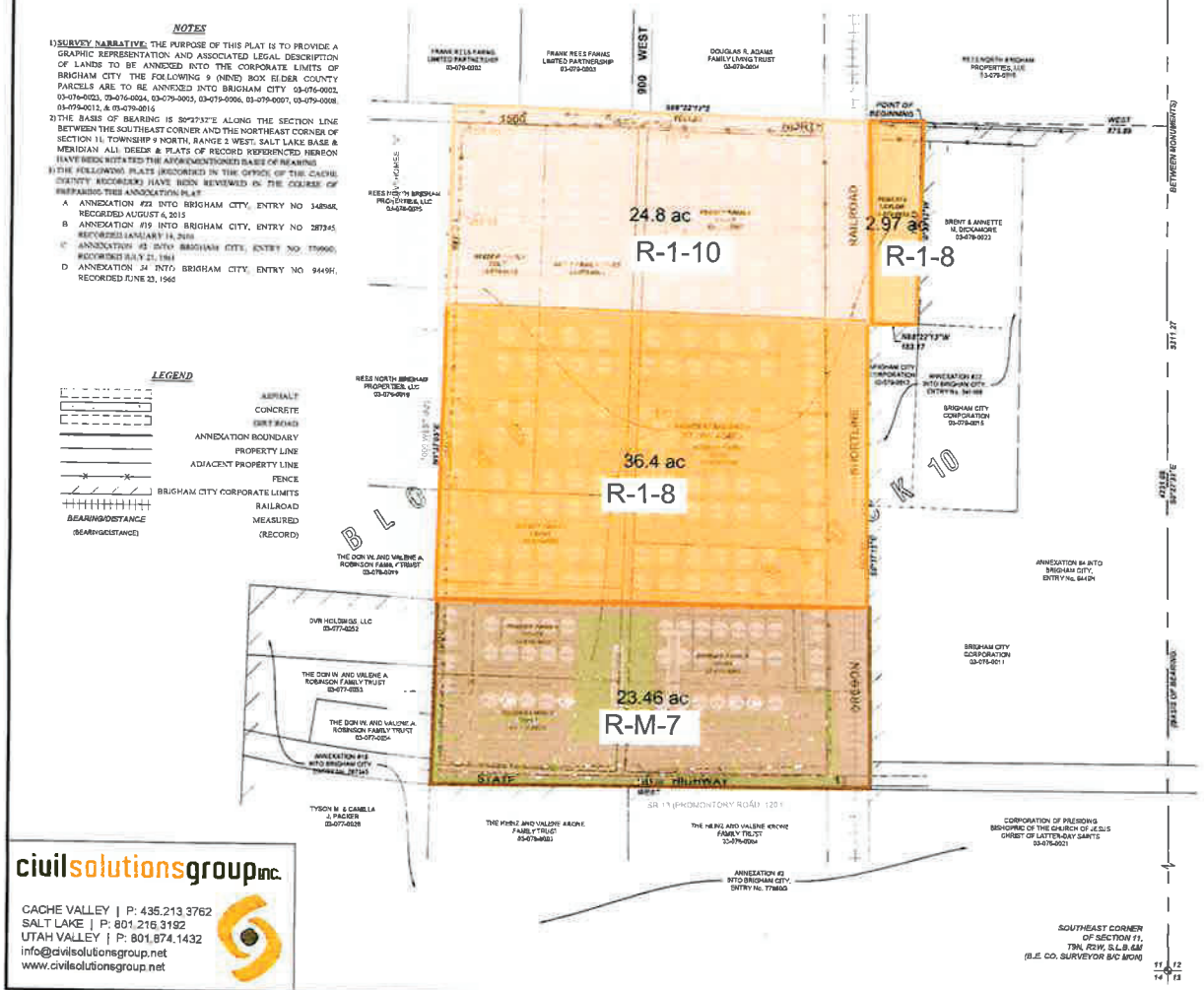
B. ANNEXATION #19 INTO BRIGHAM CITY, ENTRY NO 287345, RECORDED JANUARY 14, 2010

C. ANNEXATION #2 INTO BRIGHAM CITY, ENTRY NO 179960, RECORDED JULY 21, 1961

D. ANNEXATION 24 INTO BRIGHAM CITY, ENTRY NO 94498, RECORDED JUNE 23, 1966

LEGEND

	ASPHALT
	CONCRETE
	DIRT ROAD
	ANNEXATION BOUNDARY
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	FENCE
	BRIGHAM CITY CORPORATE LIMITS
	RAILROAD
BEARING/DISTANCE	MEASURED
(BEARING/DISTANCE)	(RECORD)



civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

SURVEYOR'S CERTIFICATE

I, CURTIS BOWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 13966453-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO BRIGHAM CITY, UTAH

BOUNDARY DESCRIPTION

All of Box Elder County Parcels 03-076-0002, 03-076-0023, 03-076-0024, 03-079-0005, 03-079-0006, 03-079-0007, 03-079-0008, 03-079-0012, 03-079-0016, located in a portion of the East 1/2 of Section 11, Township 9 North, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the Northwest corner of Annexation #23 (Entry No. 348968) of the Official Records of Box Elder County, located S0°27'32"E along the Section line 1,060.21 feet and West 871.29 feet from the Northeast corner of Section 11, T9N, R2W, SLB&M (Basis of Bearing: S0°27'32"E, 5311.27 feet between the Northeast Corner & Northeast Corner of Section 11, T9N, R2W, SLB&M); thence along said Annexation #23 the following 3 (three) bearings & distances: (1) thence S0°55'12"W 926.13 feet; (2) thence N89°22'19"E 384.67 feet; (3) thence S0°37'41"E along Annexation #4 (Entry No. 94498) 1670.00 feet to a point on the north line of Annexation #2 (Entry No. 179960) of the Official Records of Box Elder County; thence West along said Annexation 1565.08 feet more or less to the East side of Annexation #19 (Entry No. 287345) of the Official Records of Box Elder County; thence N11°52'05"W along said annexations and extension thereof 2446.91 feet to a point on the extension of the north line of Annexation #23 (Entry No. 348968); thence S89°22'12"E 1666.52 feet to the point of beginning

Contains: 87.76+/- acres

SURVEYOR'S SEAL

CURTIS BOWN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 13966453-2201

DATE

ACCEPTANCE OF LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF BRIGHAM CITY, BOX ELDER COUNTY, UTAH HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS AND THE OWNERS OF AT LEAST ONE THIRD IN VALUE OF REAL PROPERTY SHOWN, REQUESTING THAT SAID AREAS BE ANNEXED TO BRIGHAM CITY, UTAH AND THAT A COPY OF THE ORDINANCE FOR RESOLUTION HAS BEEN PREPARED FOR FILING HEREWITH IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SEC. 10-2-403 AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS FINAL LOCAL ENTITY PLAT AS PART OF SAID CITY

THIS _____ DAY OF _____ A.D. 20____

RECORDER'S SEAL

BRIGHAM CITY MAYOR

ATTEST _____ RECORDER

APPROVAL BY DEPUTY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY APPROVED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-71-507 AMENDED

SURVEYOR'S SEAL

DEPUTY COUNTY SURVEYOR

DATE

MUNICIPAL ACKNOWLEDGMENT

STATE OF UTAH :
§
COUNTY OF BOX ELDER :

ON THIS _____ DAY OF _____, 2026, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN, DID SAY AND ACKNOWLEDGE THAT HE/SHE IS THE MAYOR OF BRIGHAM CITY, A BODY CORPORATE AND POLITIC OF THE STATE OF UTAH, WHICH CITY IS THE OWNER OF THE REAL PROPERTY LISTED HEREIN, AND EXECUTED THE FOREGOING INSTRUMENT AS THE AUTHORIZED AGENT OF BRIGHAM CITY

MY COMMISSION EXPIRES _____ STATE OF UTAH NOTARY PUBLIC (SIGNATURE)

RESIDING IN _____ (CITY/ST)

MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY

ANNEXATION PLAT

STEWARD LAND COMPANY, LLC
ADDITION
TO
BRIGHAM CITY, BOX ELDER COUNTY, UTAH

RECORDED #: _____
STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND FILED AT THE REQUEST OF

DATE _____ TIME _____ BOOK _____ PAGE _____

$_____ _____
FEE BOX ELDER COUNTY RECORDER

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Derek Oyler

2. DEPARTMENT OR DIVISION: Mayor's Office

3. DATE INITIATED: August 17, 2026

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

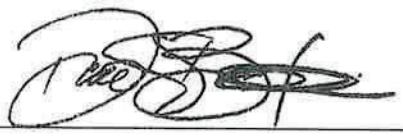
   Appointment of Interim Public Power Director

5. ESTIMATED TIME NEEDED: 5 Minutes

6. PROPOSED DATE FOR COUNCIL ACTION: August 20, 2026

7. REVIEW

Date	Name	Signature	Attachment
	Derek Oyler		☐
			☐

8. MAYOR'S SIGNATURE: 

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Derek Oyler

2. DEPARTMENT OR DIVISION: Mayor's Office

3. DATE INITIATED: 8/19/26

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
   RESOLUTION APPROVING THE AMENDED AND RESTATED WASTE SERVICES AGREEMENT BETWEEN BRIGHAM CITY CORPORATION AND ECONO WASTE, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF BRIGHAM CITY

5. ESTIMATED TIME NEEDED: 5 min

6. PROPOSED DATE FOR COUNCIL ACTION: 8/20/26

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
08/19/2026	Derek Oyler		x

9. MAYOR'S SIGNATURE: 

BRIGHAM CITY

CITY ATTORNEY LEGAL DOCUMENT REVIEW

Document Name: **A RESOLUTION APPROVING THE AMENDED AND RESTATED WASTE SERVICES AGREEMENT BETWEEN BRIGHAM CITY CORPORATION AND ECONO WASTE, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF BRIGHAM CITY**

Name of Person Requesting Legal Review: Derek Oyler

Date Sent: 8/17/26 Review Date Deadline: 8/18/26

Reviewed by Attorney: Nicole Cottle Date: 8/18/26

X Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Derek Oyler Date: 8/18/26

☐ Accepted as Received

Submitted to Mayor's Office By:_____ Date:_____

Reviewed by Mayor's Office: _____

Derek Oyler, City Administrator

AMENDED AND RESTATED WASTE SERVICES AGREEMENT

This Amended and Restated Waste Services Agreement (the "**Agreement**") is made and entered into as of August 1, 2026 (the "**Effective Date**") by and between the City of Brigham City, Utah (hereafter "**City**"), and Econo Waste, LLC a Utah limited liability company qualified to do and actually doing business in the State of Utah (hereafter "**Contractor**"). City and Contractor shall be referred to herein individually as "**Party**" and together as "**Parties**."

RECITALS

WHEREAS, City desires that Contractor continue to provide the Services set forth in this Agreement and Contractor desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Term. This Agreement begins on the Effective Date and expires one (1) year thereafter unless otherwise terminated in accordance with the terms of this Agreement (the "**Term**"). The Agreement can be extended at the mutual agreement of the Parties.

2. Scope of Work. City grants to Contractor the sole and exclusive franchise, license, and right within the geographic limits of the City of Brigham City to provide recycling Services as more fully described in the exhibits attached and incorporated herein ("**Services**"). Contractor shall furnish all personnel, labor, equipment, trucks and all other items necessary to perform the Services as set forth in this Agreement. If additional services related to the Services not expressly included in the scope of this Agreement are requested or become necessary, such services will be charged at Contractor's current rates when the additional services are performed. Services not subject to franchise under this Agreement may be sold to customers in the open market at rates agreed to between said customers and Contractor.

3. City Expansion. If the City develops new areas within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Contractor with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Contractor shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Contractor to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).

4. Warranty; Compliance with Laws. Contractor warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, Contractor and City agree that Contractor shall not be fined, punished, or otherwise sanctioned under such ordinance. Contractor has and will maintain all required licenses and permits to perform the Services. Contractor reserves the right to

decline to perform Services which, in its judgment it cannot perform in a lawful manner or without risk of harm to human health, safety, or the environment.

5. Termination. If a Party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching Party specifying such breach in reasonable detail, the non-breaching Party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching Party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued.

6. Pricing; Invoicing. Pricing for the Services is set forth in EXHIBIT B. Such rates are subject to adjustments and additional fees and costs as set forth herein.

7. Payment. The City shall pay each of Contractor's invoices without offset within twenty (20) days of Contractor's invoice. Payments not made on or before their due date will be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If any payment is withheld and it is later determined that the withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid. If any amounts due remain unpaid for more than sixty (60) days from the date Contractor's invoice, Contractor may suspend the corresponding Services until the outstanding balance is paid in full. If Contractor suspends and reinstates Services under this provision, the City shall pay a service interruption fee at Contractor's current rate.

8. Material Cost Adjustments. Annually, Contractor may seek a Material Element of Cost adjustment in conjunction with its Annual Rate Adjustment. "**Material Elements of Cost**" include labor, maintenance, fuel, equipment (including trucks and containers), disposal and/or processing, or any other cost that makes up 5% or more of Contractor's annual costs on the contract. In the event that one or more Material Elements of Cost to provide Service under this Agreement experiences a year over year change greater than 10%, Contractor may request to increase the Annual Rate Adjustment by an additional amount equal to the additional cost increase. City shall not unreasonably withhold approval of any Material Costs Adjustments.

9. Insurance. During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as set forth in EXHIBIT C.

10. Indemnification. Contractor will release, indemnify, and hold harmless the City from and against any and all third-party claims, losses, damages, suits, judgments, civil penalties, costs, liabilities or expenses, including reasonable attorney fees and costs ("**Losses**") that the City may be responsible for or incur on account of death or bodily injury to any person, damage to any property, injury to destruction of, or loss of natural resources, or violation of any federal or state law, regulation, or municipal ordinance to the extent caused by Contractor's negligence, willful misconduct, or breach of this Agreement. To the extent permitted by Applicable Law, City shall release, indemnify, and hold harmless Contractor, its parent, subsidiaries, affiliates, and the officers, directors, agents, and employees of each from and against any and all Losses to the

extent arising from City's negligence, willful misconduct, breach of this Agreement, and Contractor's receipt of Non-Conforming Waste from any customer.

11. Independent Contractor. Subject to the provisions of this Agreement, Contractor is an independent contractor and shall have the full power and authority to select manner of performing its obligations hereunder without control or direction by City. Compliance by Contractor with City's directions, practices, instruments, or orders as to any matter desired by customer shall not be deemed to alter Contractor's status as an independent contractor.

12. Force Majeure. Neither Contractor nor City shall be liable for damages for its failure to perform due to contingencies beyond its control including but not limited to strikes, riots, flooding, terrorism, fires, disease, government orders, or acts of God (a "**Force Majeure Event**"). During any period when performance of a Party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided the Party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The Party claiming inability to perform shall notify the other Party as soon as practical upon the beginning and ending of the Force Majeure Event. No contingency under this section shall excuse the City or customers, as applicable, from their obligation to make prompt payment for Services rendered.

13. Assignment. Neither Party shall assign this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, or to any person or entity that purchases Contractor's operations. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision.

15. Waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement or of the rights and obligations of the Parties shall be effective unless in writing and signed by the Party waiving compliance.

16. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of this Agreement void shall in no way affect the validity or enforceability of any other provision(s) of this Agreement.

17. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter in this Agreement, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the undersigned Parties.

18. Electronic Signatures. The Parties agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

19. Exhibits. All EXHIBITS attached to this Agreement are an integral part of the Agreement and are incorporated herein.

EXHIBIT A	Scope of Work
EXHIBIT B	Services Pricing
EXHIBIT C	Insurance

20. Survival. Any terms of this Agreement that could apply to either or both Parties after expiration or termination of this Agreement shall survive.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

City of Brigham City, Utah	Econo Waste, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

SCOPE OF WORK

The Services described in this Scope of Work are included under this Agreement. All other services shall be deemed outside the scope of this Agreement and/or subject to additional charges.

Recyclable Material Hauling:

1. City's Duty. City will do their best to educate Customers regarding acceptable and unacceptable Recyclable Materials management practices including, but not limited to, sharing the descriptions of the types of Recyclable Materials covered (and not covered) by this Agreement and encouraging that only Conforming Waste be placed in each Waste container and how to contact Contractor's Customer Service.

2. Disposal Services. Contractor will collect and transport all Conforming Recycling Materials properly placed in its designated collection container to the Ogden Transfer Station (hereafter "Transfer Station"). Contractor shall not be obligated to collect Recycling Materials that is not properly contained.

3. Collection Hours. Contractor's collection hours are generally 5:30 a.m. to 5:00 p.m., Monday through Friday (except Holidays), with residential routes starting no earlier than 5:30 a.m.. Exceptions to collection hours may be made by Contractor if and when Contractor determines in its reasonable judgment that circumstances warrant a temporary extension to complete collection routes (*i.e., recovering from a Holiday or weather-related delays*).

4. Holidays. Contractor may suspend collection Service on Holidays and resume collection routes the next operating day. As it may take Contractor a couple of days to catch up following a Holiday, all routes may be adjusted or pushed back one day during the week of a Holiday.

5. Waste Collection Equipment. Contractor will provide Recycling Carts for the Services and will retain ownership of such containers. Any equipment that Contractor furnishes or uses to perform the Services under this Agreement (including, without limitation, waste containers and collection vehicles) shall remain Contractor's property. City and Customers shall use the equipment only for its proper and intended purpose (for the collection of Conforming Waste) and shall not overload (by weight or volume), move or alter the equipment, or allow any third-party compaction. The Customer in possession of Contractor collection equipment shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Contractor's handling. It shall be the Customers' responsibility to ensure access to their Waste collection equipment on their scheduled day of service. Contractor shall not be responsible for any damages to any property or equipment located adjacent to the collection containers, nor to any pavement, curbing, or other driving surfaces resulting from Contractor's providing the Services under this Agreement except to the extent caused by Contractor's negligence.

6. Container Maintenance. The Customer's recycling carts shall be purchased, distributed, maintained and stored by Contractor. Carts shall ninety (90) gallons minimum capacity, equipped with wheels and hinged wheels, blue, repaired and replaced on a reasonable schedule.

Replacement of containers damaged from normal wear and tear shall be provided by the contractor at no cost to the city. Any damage to containers beyond normal wear and tear that requires replacement (i.e., hit by vehicles, snowplows, or other improper use will incur a replacement fee). When necessary, City will help enforce this policy. Replacement of lost or stolen containers will incur a replacement fee with the exception of when a cart is "eaten" by the hopper of a truck.

7. Location of Recyclable Materials for Collection. All Recycling Materials shall be properly containerized or bundled, as applicable, and placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Waste containers or bundles, as applicable, shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Waste containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Waste that is not properly containerized or placed appropriately for efficient and safe collection.

8. Ownership of Waste. Title to Waste shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Non-Conforming Waste shall remain with the generator and at no time pass to Contractor.

9. Non-Conforming Waste. If Non-Conforming Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the container that contains the Non-Conforming Waste. In the event Non-Conforming Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion: (a) leave the Non-Conforming Waste in place or continue to process it if not in violation of its permits and charge the City or Customer, as applicable, a contamination fee and/or additional processing costs; or (b) remove, transport, and dispose of such Non-Conforming Waste at a facility authorized to accept such Non-Conforming Waste in accordance with Applicable Law and, in Contractor's sole discretion, charge the City or Customer, as applicable, for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Non-Conforming Waste. The City shall provide all reasonable assistance to Contractor in investigating the identity of the depositor or generator of the Non-Conforming Waste and to collect the costs incurred by Contractor in managing such Non-Conforming Waste.

10. Customer Service. Customer Service is available by telephone from 8:00 a.m. to 5:00 p.m. local time Monday through Friday.

11. Complaints; Missed Collections. All service-related complaints must be made directly to the Contractor at the Customer Service number provided above or to the Contractor's authorized government liaison Contractor will give prompt and courteous attention to each contact received. If a customer reports a missed collection, Contractor may investigate to determine whether the collection was in fact missed and, if confirmed, whether it was missed due to inaccessibility or due to Contractor's fault. In all cases, Contractor will make a good faith effort to recover reported missed pick-ups. If Contractor confirms that the equipment and/or Recycling was set out too late, blocked or otherwise not accessible, such Recycling may not be collected until the next regularly scheduled pick-up. If Contractor confirms that the collection was missed due to no fault of the Customer, Contractor shall arrange for the collection of the

missed container within one (1) business day after the complaint is received for no additional charge unless another time frame is communicated to the Customer.

12. Customer Counts. The City shall invoice and collect from all Residential Units Customers for Services provided by Company pursuant to this Agreement. The City shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the City. Company shall invoice the City for the number of addresses that were billed by the City within fifteen (15) days of receiving the City's address count each month, and the City shall pay Company's invoices.

13. Changes in Recycling Markets. If market conditions develop that limit or inhibit Contractor from selling some or all of the processed Recyclable Material collected under this Agreement, Contractor may at its sole discretion and upon notice to City (a) redefine acceptable and unacceptable Recyclable Materials; (b) update the rates accordingly, (c) suspend or discontinue the recycling Services, or (d) dispose of the Recyclable Material in a landfill and update the pricing accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

14. Out of Scope Services. For any types of waste material not included in the scope of this Agreement, City agrees that Contractor may provide commercial collection and disposal or recycling services for such waste material to Commercial Customers pursuant to terms and conditions that are mutually agreed between Contractor and such Customers. This Agreement does not require Customers to use Contractor for such services, but they may do so at their discretion. Contractor may use any information received from the City to market all its available services to Customers, whether included in the scope of this Agreement or not.

15. Definitions.

(a) "**Business Day**" shall mean every weekday, except Holidays.

(b) "**Customer**" means the owner, occupant, or operator of any type of premise within the City that will receive Services under this Agreement.

(c) "**Holidays**" shall mean: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day.

(d) "**Household Hazardous Waste**" means any household product that contains corrosive, toxic, ignitable, or reactive ingredients and is no longer wanted or usable

(e) "**Non-Conforming Waste**" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, or material placed in a container intended for a different Waste (such as Solid Waste in a container designated for Recyclable Material).

(f) "**Recyclable Material**" is any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; and ferrous and non-ferrous metals.

(g) "**Solid Waste**" is any useless, unwanted, or discarded nonhazardous material (trash or garbage) with insufficient liquid content to be free flowing that results from residential, commercial, governmental, and/or community operations. Solid Waste specifically excludes all other waste streams with definitions herein.

(h) "**Waste**" includes all waste streams included within the scope of this Agreement for collection and disposal or processing, including Recyclable Material. Waste shall not include any Non-Conforming Waste.

EXHIBIT B

SERVICES PRICING

1. Econo Waste shall remove its trip charge of $100 per day. Contractor will bill City for disposal costs at Ogden Transfer Station, for a minimum 1 ton per load.
2. The rate will be $5.78 per container with an additional $.66 fuel charge per container for the duration of the contract term.
3. The Parties agree that there shall be no rate changes or rate adjustments based on the level of participation of customers. All customers shall be charged the same rate as outlined in this addendum regardless of the participation levels.

EXHIBIT C

INSURANCE

During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	$2,000,000 each Bodily Injury by Accident $2,000,000 policy limit Bodily Injury by Disease $2,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	$3,000,000 each occurrence $5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidence that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

BRIGHAM CITY CORPORATION

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AMENDED AND RESTATED WASTE SERVICES AGREEMENT BETWEEN BRIGHAM CITY CORPORATION AND ECONO WASTE, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF BRIGHAM CITY

WHEREAS, Brigham City Corporation ("City") desires to provide reliable recycling collection and related waste services to residents of Brigham City; and

WHEREAS, Econo Waste, LLC ("Econo Waste") currently provides recycling services to the City and the City desires that Econo Waste continue to provide such services; and

WHEREAS, the City and Econo Waste have negotiated an Amended and Restated Waste Services Agreement (the "Agreement"), effective August 1, 2026, setting forth the terms and conditions under which Econo Waste will provide recycling services within Brigham City; and

WHEREAS, the Agreement provides for an initial term of one (1) year and establishes the scope of services, pricing, responsibilities, insurance requirements, and other terms applicable to the provision of recycling services; and

WHEREAS, the City Council has reviewed the Agreement and finds that entering into the Agreement is in the best interests of Brigham City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF BRIGHAM CITY, UTAH, as follows:

The Amended and Restated Waste Services Agreement between Brigham City Corporation and Econo Waste, LLC, substantially in the form presented to the City Council and attached hereto as **Exhibit A**, is hereby approved and incorporated herein by this reference.

The City Council hereby **authorizes and directs the Mayor to execute the Agreement for and on behalf of Brigham City**, together with any documents reasonably necessary to effectuate the Agreement.

This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the Brigham City Council this _____ day of _____, 2026.

BRIGHAM CITY CORPORATION

By: _____
Dennis J. Bott, Mayor

ATTEST:

City Recorder

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Derek Oyler – Mike Waite

2. DEPARTMENT OR DIVISION: Public Works

3. DATE INITIATED: 8-19-2026

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

   An Ordinance Amending Title 5 The Consolidated Fee Schedule Related to Fees for Recycling Services

5. ESTIMATED TIME NEEDED: 10 Minutes

6. PROPOSED DATE FOR COUNCIL ACTION: August 20, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
6/10/26	Nicole Cottle		Y E S

9. MAYOR'S SIGNATURE: _____

BRIGHAM CITY

CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: An Ordinance Amending Title 5 The Consolidated Fee Schedule Regarding Recycling Services

Name of Person Requesting Legal Review: Derek Oyler

Date Sent: 8-18-26 Review Date Deadline: 8-18-26

Reviewed by Attorney: _____ Date: 8-18-26 _____

☒ Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Derek Oyler / Kristina Rasmussen Date: 8-18-26

☐ Accepted as Received

Submitted to Mayor's Office By: _____ Date: _____

Reviewed by Mayor's Office: _____
Derek Oyler, City Administrator

ORDINANCE 26- _____

AN ORDINANCE AMENDING TITLE 5 CONSOLIDATED FEE SCHEDULE RELATED TO FEES FOR RECYCLING

WHEREAS, Brigham City Corporation ("City") desires to provide reliable recycling collection and related waste services to residents of Brigham City; and

WHEREAS, Econo Waste, LLC ("Econo Waste") currently provides recycling services to the City and the City desires that Econo Waste continue to provide such services; and

WHEREAS, the City and Econo Waste have negotiated an Amended and Restated Waste Services Agreement (the "Agreement"), effective August 1, 2026, setting forth the terms and conditions under which Econo Waste will provide recycling services within Brigham City; and

WHEREAS, the Agreement provides for an initial term of one (1) year and establishes the scope of services, pricing, responsibilities, insurance requirements, and other terms applicable to the provision of recycling services; and

WHEREAS, the Amendment requires an increase in the cost for the service and therefore there is a need to increase the fee for the service by $1.00 to cover the cost, which subsequently requires amendment of Title 5; and

WHEREAS, the City Council has reviewed the Agreement and finds that entering into the Agreement is in the best interests of Brigham City and its residents.

NOW, THEREFORE, be it ordained by the City Council of Brigham City, Utah:

1. The Recycling fee set forth in Exhibit A attached hereto and incorporated herein are enacted and shall become effective upon publication and posting as required by law.

PASSED AND ADOPTED by the City Council of Brigham City, Utah by a vote of ____ayes and ____nays this ____day of _____, 2026.

BRIGHAM CITY CORPORATION

ATTEST:

_____
Dennis J Bott, Mayor

_____
Kristina Rasmussen, City Recorder

EXHIBIT A

5-1-105 PUBLIC WORKS

Refuse

Container Type	**Rate**
90 Gallon Container	$10.20
Additional 90 Gallon Container	$8.16
Tipping Fee-90 Gallon	$6.10
300 Gallon Container	$27.64
Tipping Fee-300 Gallon	$20.33
(Blue Can) Recycling Collection	$10.00 $11.00