NOTICE AND AGENDA
BRIGHAM CITY COUNCIL MEETING
Thursday, March 19, 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

6:00 REGULAR COUNCIL MEETING

Thought, Reading, or Invocation: Pastor Kirk Probasco, Community Presbyterian Church
Pledge of Allegiance

6:03 CONSENT

1. Approval of March 5, 2026 City Council Meeting Minutes
2. Appointments to the Planning Commission
3. Request to Write-Off Utility Accounts Due to Bankruptcy or Being Sent to Collections
4. Request to Write-Off Library Accounts Due to Being Sent to Collections

6:05 PUBLIC HEARINGS *(Items may be brought to a vote following the public hearing as deemed necessary)*

1. Consideration of Ordinance Approving the Annexation of 5.59 acres located at approximately SR-13 and 2400 West into Brigham City Corporate Limits– Mark Bradley
2. Consideration of Ordinance approving the Annexation of 495.17 Acres Located at Approximately SR-13 and 1200 West and the North Side of The Brigham City Airport into Brigham City Corporate Limits– Mark Bradley
3. Consideration of Ordinance Amending the Brigham City 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 Located Between SR-13 and 1500 North and Between 1000 West and Union Pacific Railroad – Mark Bradley
4. Consideration of Ordinance enacting Brigham City Code Title 5, Consolidated Fee Schedule, and Repealing all Ordinances, Resolutions, Policies and Procedures enacting fees, except that the Ordinance enacting the current Impact Fees shall remain in place and the current Impact Fees chapter shall now be included in Title 5 and renumbered – Nicole Cottle

6:45 PUBLIC COMMENTS [1] *(Per Utah Code, Council will receive input only, no decision can be made)*

6:50 COUNCILMEMBER AND CITY ADMINISTRATOR COMMENTS

6:55 ACTION ITEMS

1. Consideration of Ordinance Amending The Brigham City Zoning Map to Assign a Zoning District to Land Associated With An Annexation Petition Located at the Northeast Corner of the Intersection of 2400 West and SR-13 – Mark Bradley
2. Consideration of Ordinance Amending The Brigham City Zoning Map to Assign Zoning Districts to Land Associated With An Annexation Petition Located at Approximately 1200 West and SR-13 and the North Side of the Brigham City Airport – Mark Bradley
3. Approval of Resolution Authorizing Brigham City To Enter Into Interlocal Agreements For Mutual Aid With Northview, Weber, Tremonton, Ogden and Garland Fire Departments – Derek Oyler

7:15 DISCUSSION ITEM

1. Electric Rate Study Updates – Dave Berg

7:45 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 discussion length or agenda alteration. ADA Notice: Individuals needing special accommodations should contact the City Recorder at 435-734-6621 at least 48 hours before the meeting. Councilmembers may participate electronically.

CERTIFICATE OF POSTING
The undersigned duly appointed City Recorder certifies the above notice was posted in three public places within the Brigham City limits, and on the City and State Public Meeting Notice websites on March 12, 2026. A copy was also provided to the Box Elder New Journal.

Kristina Rasmussen, City Recorder

[1] Each individual is limited to three minutes. Total input period is limited to 15 minutes.

REGULAR SESSION OF THE
BRIGHAM CITY COUNCIL
March 5, 2026
6:00 p.m.

PRESENT:	DJ Bott	Mayor
	Dave Hipp	Councilmember
	Dave Jeffries	Councilmember – *Arrived at 6:09 PM*
	Matthew Jensen	Councilmember
	Ryan Smith	Councilmember
	Robin Troxell	Councilmember
ALSO PRESENT:	Tom Kotter	Community and Economic Development Director
	Derek Oyler	City Administrator
	Tyler Pugsley	Power Director
	Kristina Rasmussen	City Recorder
	Chief Reyes	Police Chief
	Jeff Schmitt	Finance Director
EXCUSED:	Nicole Cottle	City Attorney

Mayor Bott called the meeting to order at 6:00 p.m. The invocation was offered by Bishop Sterling Marx of the Brigham City 2nd Ward. The Pledge of Allegiance followed.

CONSENT ITEMS

Mayor Bott introduced one consent items:

1. Approval of the February 19, 2026 City Council Meeting Minutes.

Councilmember Troxell made a motion to approve the consent items as presented. Councilmember Hipp seconded the motion. The vote was unanimous in favor.

EMPLOYEE RECOGNITION

Mayor Bott recognized Ariel Velasquez and Anjelica Montesdeoca as new Accounting Clerks in the Finance Department and Dayton Nicholas as a new Water Equipment Operator in Public Works.

PUBLIC COMMENT

There were no public comments.

COUNCILMEMBER COMMENTS

Councilmember Jensen – met with the Mosquito Abatement Board and it was great having representatives from every community.

Councilmember Smith – met with the Box Elder Chamber Meeting and reminded everyone that their Business Summit is coming up and to RSVP by March 13th if planning on attending.

Mayor Bott – updated on the bridge and the Penstock Line and that they are both moving along.

ACTION ITEMS

Consideration of Ordinance to Repeal Code Chapters 30, 31, and 32 and Re-Enact as Title 2 of the New Brigham City Code

Mr. Oyler explained that the materials provided in the Council packet included a comparison showing the differences between existing Chapters 30, 31, and 32 and the proposed Title 2 of the reorganized City Code.

Mr. Oyler stated that the primary purpose of the ordinance was to consolidate and reorganize the administrative provisions of the code while removing unnecessary detail. He explained that previous Chapter 32 included extensive descriptions of duties for several appointed City officials, including:

- City Treasurer
- Public Works Director
- Finance Director

Mr. Oyler noted that while those positions remain part of the City's organizational structure, the detailed descriptions of their responsibilities are not necessary within the municipal code. Those duties are more appropriately addressed through the City's Administrative Policies and Personnel Policies rather than being codified.

Mr. Oyler explained that the proposed Title 2 therefore removes those detailed descriptions and retains only the provisions required by state law regarding appointed officials. He noted that the City Recorder remains specifically referenced in the code because state law requires designation of a records officer under the Government Records Access and Management Act (GRAMA). The ordinance formally recognizes the City Recorder as the City's records officer for that purpose.

Mr. Oyler stated that aside from these changes, the sections addressing the roles and responsibilities of the City Council, the Mayor, the City Administrator, and the City Recorder remain substantively unchanged. He emphasized that the ordinance primarily reorganizes the administrative section of the City Code and removes unnecessary or duplicative language.

Mayor Bott added that when reviewing the code, Council Members may notice numbers and years listed in parentheses at the end of certain sections. He explained that those references provide the legislative history of the code, indicating when a provision was first enacted and any subsequent amendments. He noted that this allows readers to trace the genealogy of a section and understand the historical reasoning behind the language if questions arise.

Mr. Oyler stated that after reviewing the document again, he noticed an issue that had been missed in the final packet review. He explained that in Chapter 2 under "Mayor and Administration," within the list of appointed full-time City positions, the listing for the Public Works Director currently reads "Assistant City Administrator / Public Works Director." Mr. Oyler stated that the "/ Public Works Director" portion should be removed so the title would read simply "Assistant City Administrator."

Mayor Bott then asked the maker of the motion if he would accept an amendment to remove that portion of the language. Councilmember Jensen indicated that he would accept the amendment. Councilmember Smith, who seconded the motion, also confirmed that he would accept the amendment.

Mayor Bott stated that the Council therefore had an amended motion and an agreed-upon second reflecting the removal of the "Public Works Director" reference from that section.

MOTION: Councilmember Jensen made a motion to repeal Code Chapters 30, 31, and 32 and Re-Enact as Title 2 of the New Brigham City Code with one amendment in Chapter 2, Number 8, Letter N, removing the Public Works Director from that title. Councilmember Smith seconded the motion.

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

At 6:12 PM Councilmember Smith made a motion to proceed into closed session to discuss the purchase/exchange/lease of real property. The motion was seconded by Councilmember Hipp.

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

At 6:57 PM The council returned to opened and a motion was made by Councilmember Jensen to adjourn. Seconded by Councilmember Hipp and approved unanimously.

The undersigned duly appointed Recorder for Brigham City Corporation hereby certifies that the foregoing is a true, accurate and complete record of the March 5, 2026 City Council Meeting.

Dated this 20th of March, 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: Donna

2. DEPARTMENT OR DIVISION: Mayor's Office

3. DATE INITIATED: March 02, 2026

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

   Appointment of Rachel Ekman as an alternate member of the Brigham City Planning Commission & Jake Barker

5. ESTIMATED TIME NEEDED: 2min

6. PROPOSED DATE FOR COUNCIL ACTION: March 19, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
March 02, 2026	Donna Pett	eSigned via GovOS.com Donna Pett Key: 32352ea7-1126-4d35-b69a-a3c90f6adefe	

9. MAYOR'S SIGNATURE: eSigned via GovOS.com DJ Bott Key: 605b8e0c-e6b3-440c-bdc6-2708fb4efb2c

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Jeff Schmitt

2. DEPARTMENT OR DIVISION: Administration

3. DATE INITIATED: March 11, 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: March 19, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
03.11.2026	Jeff Schmitt		xx

9. MAYOR'S SIGNATURE: _____

ACCOUNTS TO BE WRITTEN OFF
March 19, 2026

Account Number	Final Balance
9.04100.7	$994.49
19.12102.3	$367.51
57.05006.9	$160.39
62.00150.2	$208.24
67.02425.6	$97.39
92.00602.8	$197.29
53.07903.1	$275.79
76.00697.8	$96.86
49.06101.1	$520.43
	$2,918.39

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Elizabeth Schow, Library Director

2. DEPARTMENT OR DIVISION: Library

3. DATE INITIATED: March 09, 2026

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

   Request to send accounts to Bonneville Collections.

5. ESTIMATED TIME NEEDED: 1 Minute

6. PROPOSED DATE FOR COUNCIL ACTION: March 19, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
March 10, 2026	Elizabeth Schow	eSigned via GovOS.com Elizabeth Schow Key: 323521ea-7129-4d35-b69a-e3c00	✔

9. MAYOR'S SIGNATURE: eSigned via GovOS.com D J Bott Key: 605b8e0c-e6b3-440c-bdc6-2708fb4efb2c

Library Accounts
Sent to Collections
March 2026

Type of Account	# of Accounts to be sent	Total Amount	
Adult	14	$	985.54
Juvenile	3	$	118.35
TOTAL	17	$	1,103.89

3/4/2026

Library Accounts
To Be Sent to Collections

March 2026

Adult Accounts	Details on Accounts owing $100 or more
$69.62	
$57.94	
$29.50	
$29.50	
$76.70	
$74.34	
$21.00	
$352.82	Unreturned Tablet, Video Game, & Book
$71.51	
$17.82	
$29.74	
$40.59	
$23.60	
$90.86	
$985.54	14 TOTAL ADULT ACCOUNTS

Juvenile Accounts	Details on Accounts owing $100 or more
$30.68	
$25.13	
$62.54	
$ 118.35	3 TOTAL JUVENILE ACCOUNTS

$1,103.89 GRAND TOTAL - ADULT & JUVENILE ACCOUNTS

3/4/2026

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Mark Bradley

2. DEPARTMENT OR DIVISION: Community Development

3. DATE INITIATED: March 3, 2026

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

   Request approval of the attached ordinance annexing the property located at approximately SR-13 and 2400 West. 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: March 19, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
2/23/26	MARK BRADLEY	Mark Bradley	X
2/23/26	Kristina Rasmussen	Kristina Rasmussen	X

9. ~~MAYOR'S SIGNATURE~~: NOT THE BOSS

Mayor

BRIGHAM CITY

CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: Ordinance Expanding Corporate Limits by Annexation (Laing)

Name of Person Requesting Legal Review: Kristina Rasmussen

Date Sent: 03.03.2026 Review Date Deadline: 03.06.2026

Reviewed by Attorney: _____ Date: 3/2/26

☒ Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Kristina Rasmussen Date: 3/2/26

☐ 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 January 15, 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 March 19, 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 19TH DAY OF MARCH 2026.

_____

Dennis J Bott, Mayor

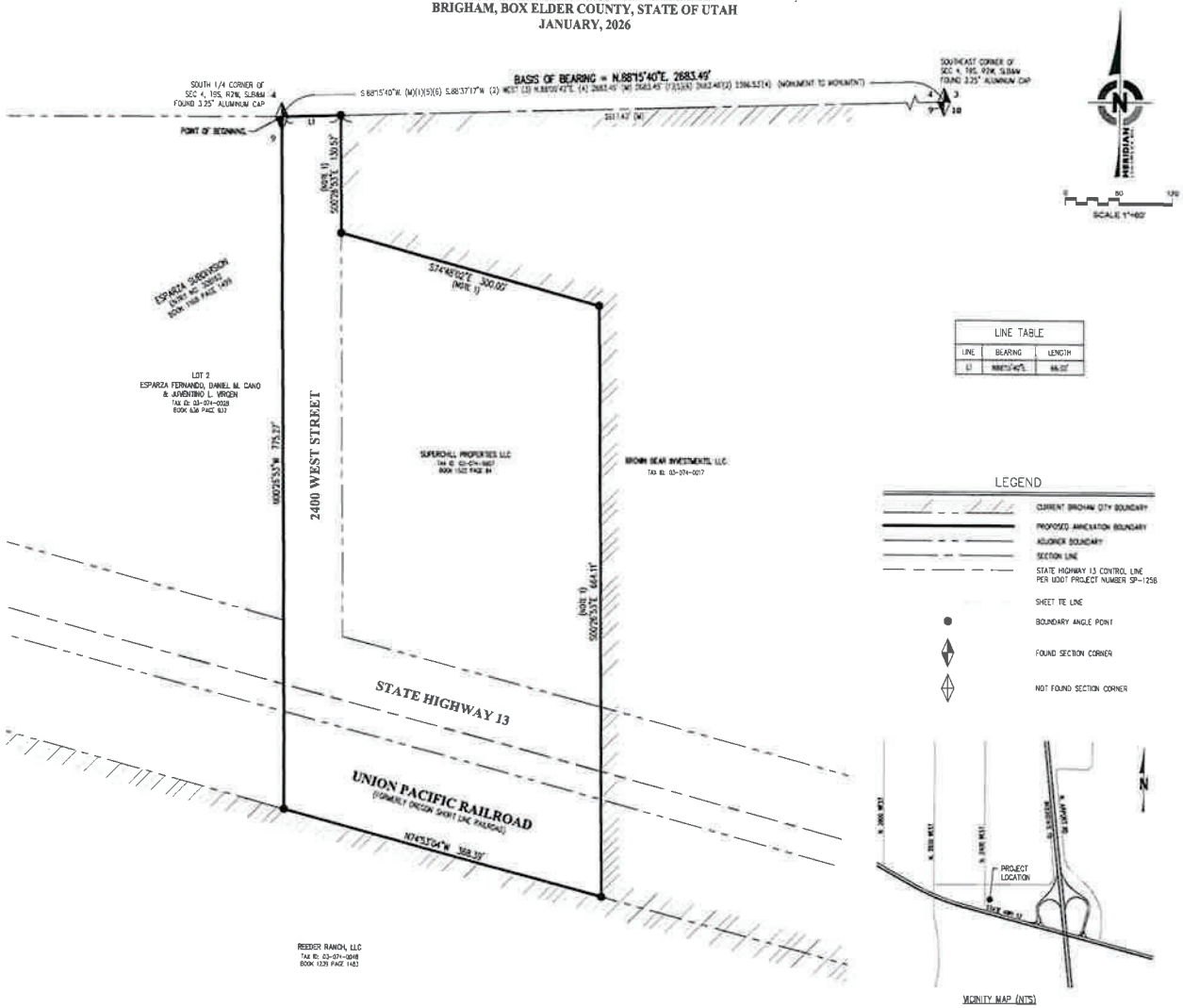
ATTEST:

_____

Kristina Rasmussen, City Recorder

PLAT ADDITION TO THE CORPORATE LIMITS
SUPERCHILL ANNEXATION PLAT ORDINANCE NO. _____

SITUATED IN THE NORTHEAST 1/4 OF SECTION 9,
TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN,
BRIGHAM, BOX ELDER COUNTY, STATE OF UTAH
JANUARY, 2026



LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°15'40"E	66.02'

LEGEND

- CURRENT BRIGHAM CITY BOUNDARY
- PROPOSED ANNEXATION BOUNDARY
- ADJOINER BOUNDARY
- SECTION LINE
- STATE HIGHWAY 13 CONTROL LINE PER UDOT PROJECT NUMBER SP-1258
- SHEET TIE LINE
- BOUNDARY ANGLE POINT
- FOUND SECTION CORNER
- NOT FOUND SECTION CORNER

VICINITY MAP (NTS)

PRELIMINARY - NOT TO BE RECORDED

SURVEYOR'S CERTIFICATE

I, SEAN K. IRELAND, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING LICENSE NUMBER 13714284, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; DO HEREBY CERTIFY THAT A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-23-17 OF UTAH STATE CODE, HAS BEEN PREPARED UNDER MY DIRECTION AND IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF BOX ELDER COUNTY AND BRIGHAM CITY, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXING PROPERTY INTO THE BOUNDARIES OF BRIGHAM CITY AND TO BE HEREAFTER KNOWN AS "SUPERCHILL ANNEXATION TO BRIGHAM CITY."

SEAN K. IRELAND
PLS NO. 13714284
DATE: MARCH 4TH, 2026

ANNEXATION DESCRIPTION

A PARCEL OF LAND TO BE ANNEXED FROM BOX ELDER COUNTY TO BRIGHAM CITY, SITUATE IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BOX ELDER COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9 (BASIS OF BEARING IS S.88°15'40"W. 2,683.49 FEET ALONG THE SECTION LINE BETWEEN THE MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 9); AND RUNNING THENCE ALONG THE NORTHERLY SECTION LINE N.88°15'40"E. 66.02 FEET TO THE INTERSECTION OF SAID NORTHERLY SECTION LINE AND THE EASTERLY RIGHT OF WAY LINE OF 2400 WEST STREET; SAID POINT IS ALSO IN THE CURRENT BRIGHAM CITY BOUNDARY LINE ESTABLISHED BY SKIDMORE ANNEXATION TO BRIGHAM CITY, RECORDED JANUARY 21, 2016 AS ENTRY NO. 353944 IN BOOK 1269 AT PAGE 971 IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER; THENCE ALONG SAID CURRENT BRIGHAM CITY BOUNDARY LINE THE FOLLOWING THREE COURSES: (1) S.00°05'55"E. 130.57 FEET (N.00°06'40"W. 129.96 FEET BY RECORD); (2) S.74°48'02"E. 300.00 FEET (N.74°50'13"W. 298.61 FEET BY RECORD) AND S.00°05'55"E. 664.11 FEET (N.00°07'00"W. 665.33 FEET BY RECORD TO A POINT IN THE CURRENT BRIGHAM CITY BOUNDARY LINE AS ESTABLISHED BY REEDER ANNEXATION TO BRIGHAM CITY, RECORDED SEPTEMBER 14, 2012 AS ENTRY NO. 317172 IN BOOK 1188 AT PAGE 1129 IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER, SAID POINT IS ALSO IN THE SOUTHERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD; THENCE ALONG SAID CURRENT BRIGHAM CITY BOUNDARY LINE AND SAID SOUTHERLY RIGHT OF WAY LINE, N.74°53'04"W. (N.74°31'34"W. BY RECORD) 368.39 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY RIGHT OF WAY LINE AND ITS EXTENSION N.00°06'32"W. 775.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 243,740 SQUARE FEET OR 5.59 ACRES IN AREA, MORE OR LESS.

SURVEYOR'S NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE ADJUSTMENT OF THE CITY BOUNDARY LINE BETWEEN BRIGHAM CITY & UNINCORPORATED BOX ELDER COUNTY AS DESCRIBED HEREON AS REQUESTED BY THE PROPERTY OWNER. THE BASIS OF BEARING IS S.88°15'40"W. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

AS PART OF THIS SURVEY, MERIDIAN HAS CONDUCTED FIELD SEARCHES FOR EVIDENCE AND MONUMENTATION. FOUND EVIDENCE AND MONUMENTATION IS REPRESENTED HEREON. DOCUMENTS OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY ARE NOTED BELOW. THERE MAY EXIST OTHER EVIDENCE, MONUMENTATION AND DOCUMENTS THAT COULD AFFECT THIS SURVEY. NEW EVIDENCE, MONUMENTATION OR DOCUMENTS THAT MAY ALTER THE CONCLUSIONS OF THIS SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS REVIEW AND CONSIDERATION.

(NOTE 1) – FOR THIS PORTION OF THE EASTERLY BOUNDARY THE SURVEYOR CHOSE TO HOLD THE BOUNDARY LINE OF PROPERTY DESCRIBED IN WARRANTY DEED IN FAVOR OF SUPERCHILL PROPERTIES LLC (2) RECORDED APRIL 13, 2022 AS ENTRY NO. 450827 IN THE OFFICE OF THE BOX ELDER RECORDER. THIS ANALYSIS WITH SAID PORTION OF THE EASTERLY AND NORTHERLY BOUNDARY CREATES HARMONY WITH THE EXISTING OCCUPATION LINES AND IS CONSISTENT WITH WARRANTY DEED IN FAVOR OF TODD C. THORNLEY AS ENTRY NO. 180064 IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER. THE RECORD DISTANCE OF 300 FEET BETTER FITS OCCUPATION LINES, MAINTAINS CONSISTENCY BETWEEN THE TWO PARCELS, AND PRESERVES THE RECORD DISTANCE THAT HAS BEEN IN PLACE SINCE THE PARCELS WERE ORIGINALLY DIVIDED FROM THE PARENT TRACT.

(1) SKIDMORE ANNEXATION PLAT TO BRIGHAM CITY: ENTRY NO. 353944 IN BOOK 1269 AT PAGE 971.
(2) REEDER ANNEXATION PLAT TO BRIGHAM CITY: ENTRY NO. 317172 IN BOOK 1188 AT PAGE 1129.
(3) WARRANTY DEED IN FAVOR OF SUPERCHILL LLC: ENTRY NO. 450827 IN BOOK 1522 AT PAGE 84.
(4) ESPARZA SUBDIVISION: ENTRY NO. 308162 IN BOOK 1168 AT PAGE 1499.
(5) RECORD OF SURVEY PREPARED BY HANSEN & ASSOCIATES INC.: SURVEY NO. 2015-02684
(6) RECORD OF SURVEY PREPARED BY HANSEN & ASSOCIATES INC.: SURVEY NO. 2022-03904
NOTE: ABOVE REFERENCED DOCUMENTS ARE SHOWN HEREON AS (#)

(M) BEARING AND/OR DISTANCE DATA TAKEN FROM SURVEYED MEASUREMENTS.
(C) BEARING AND/OR DISTANCE DATA TAKEN FROM SURVEYED MEASUREMENTS COUPLED WITH RECORD INFORMATION

ACCEPTANCE BY 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 OR RESOLUTION HAS BEEN PREPARED FOR FILING HEREWITH IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SEC 10-2-813 AND THAT WE HAVE (EXAMINED) AND DO/DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS FINAL LOCAL ENTITY PLAT AS PART OF SAID CITY.

IN WITNESS WHEREOF I/WE HAVE HEREUNTO SET MY/OUR HAND(S).

DATED THIS _____ DAY OF _____, A.D. 2026

MAYOR

CITY RECORDER

NOTARY PUBLIC ACKNOWLEDGMENT
(BRIGHAM CITY, A MUNICIPAL CORPORATION)

STATE OF UTAH }
COUNTY OF BOX ELDER } S.S.

ON THIS _____ DAY OF _____, 2026, PERSONALLY APPEARED BEFORE ME, DJ BOTT, WHO, BEING BY ME DULY SWORN, DID SAY 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.

STATE OF UTAH NOTARY PUBLIC: _____
MY NOTARY PUBLIC COMMISSION NUMBER: _____
NOTARY PRINTED NAME: _____
MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH

BOX ELDER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE BOX ELDER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE BOX ELDER COUNTY SURVEYOR DOE NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

BOX ELDER COUNTY SURVEYOR

SIGNED THIS _____ DAY OF _____, 2026.

BOX ELDER COUNTY RECORDER

RECORDED AND FILED AT THE REQUEST OF _____

RECORDED AS ENTRY NUMBER _____

DATE: _____ TIME: _____ BOOK: _____

FEE $ _____ DEPUTY BOX ELDER COUNTY RECORDER

PREPARED BY:
MERIDIAN ENGINEERING, INC.
1958 WEST 11400 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE: (801) 984-1255 FAX: (801) 984-1256

COMP. FILE	25123-04 ANNEXATION
PROJECT NO.	25123-04
SHEET NO.	1 OF 1

MERIDIAN
ENGINEERING, INC.

1628 West 11010 South, Suite 102
South Jordan, UT 84095

T 801.569.1315 • F 801.569.1319
www.MEIamerica.com

Exhibit "A"

A parcel of land to be annexed from Box Elder County to Brigham City, situate in the Northeast Quarter of Section 9, Township 9 North, Range 2 West, Salt Lake Base & Meridian, Box Elder County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at the North Quarter Corner of said Section 9 (Basis of Bearing is S.88°15'40"W. 2,683.49 feet along the section line between the monuments representing the North Quarter Corner and the Northeast Corner of said Section 9); and running thence along the northerly section line N.88°15'40"E. 66.02 feet to the intersection of said northerly section line and the easterly right of way line of 2400 West Street, said point is also in the current Brigham City boundary line established by SKIDMORE ANNEXATION TO BRIGHAM CITY, recorded January 21, 2016 as Entry No. 353944 in Book 1269 at Page 971 in the Office of the Box Elder County Recorder; thence along said current Brigham City boundary line the following three (3) courses: 1) S.00°26'53"E. 130.57 feet (N.00°26'46"W. 129.90 feet by record), 2) S.74°48'02"E. 300.00 feet (N.74°50'17"W. 298.61 feet by record) and S.00°26'53"E. 664.11 feet (N.00°37'00"W. 665.53 feet by record to a point in the current Brigham City Boundary Line as established by the REEDER ANNEXATION TO BRIGHAM CITY, recorded September 14, 2012 as Entry No. 317172 in Book 1188 at Page 1129 in the Office of the Box Elder County Recorder, said point is also in the southerly right of way line of the Oregon Short Line Railroad; thence along said current Brigham City Boundary line and said Southerly Right of Way Line, N.74°53'04"W. (N.74°31'34"W. by record) 368.39 feet to the intersection of said Southerly Right of Way Line and the Westerly Right of Way Line and its extension of 2400 West Street; thence along said Westerly Right of Way line and its extension N.00°26'53"W. 775.27 feet to the point of beginning.

The above described parcel of land contains 243,740 square feet or 5.59 acres in area, more or less.

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Mark Bradley

2. DEPARTMENT OR DIVISION: Community Development

3. DATE INITIATED: March 3, 2026

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

   Request approval of the attached ordinance annexing the property located at approximately SR-13 and 1200 West and the North side of the Brigham City Airport. 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: March 19, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
2/23/26	MARK BRADLEY	Mark Bradley	X
2/23/26	Kristina Rasmussen	Kristina Rasmussen	X

over zealous

9. ~~MAYOR'S SIGNATURE~~: _____

Mayor _____

BRIGHAM CITY

CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: Ordinance Expanding Corporate Limits by Annexation (BC Corp)

Name of Person Requesting Legal Review: Kristina Rasmussen

Date Sent: 03.03.2026 Review Date Deadline: 03.06.2026

Reviewed by Attorney: _____ Date: 3/2/26

☒ Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Kristina Rasmussen Date: 3/2/26

☐ 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 January 15, 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 March 19, 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 19TH DAY OF MARCH 2026.

_____

Dennis J Bott, Mayor

ATTEST:

_____

Kristina Rasmussen, City Recorder

PLAT OF ADDITION TO
THE CORPORATE LIMITS OF BRIGHAM CITY
ANNEXATION PLAT ORDINANCE NO. _____

A PART OF SECTIONS 27, 28, 33 & 34, T10N, R2W,
AND A PART OF SECTIONS 2, 3, 10 & 11, T9N, R2W
SALT LAKE BASE & MERIDIAN
FEBRUARY 2026

LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	45.26'	N 46°10'42" W
L2	374.04'	N 00°08'42" W
L3	535.76'	S 67°15'04" W
L4	64.61'	S 10°21'05" E
L5	76.70'	N 89°23'00" W
L6	25.00'	N 00°37'00" E
L7	76.70'	S 89°23'00" E
L8	64.61'	N 10°21'05" W
L9	513.68'	N 67°15'04" E
L10	30.00'	S 22°44'56" E
L11	119.96'	S 67°15'04" W
L12	142.67'	N 30°11'21" E
L13	272.77'	N 01°27'27" E
L14	343.55'	S 83°46'36" W
L15	653.35'	S 00°13'43" W
L16	341.63'	N 88°36'46" W
L17	173.52'	S 02°22'47" W
L18	531.68'	S 01°34'39" W
L19	32.17'	N 88°22'13" W
L20	330.00'	S 02°49'31" W
L21	43.56'	S 87°10'29" E
L22	130.05'	N 88°22'13" W
L23	66.03'	N 00°00'00" E
L24	432.06'	N 07°15'06" W
L25	619.73'	N 31°35'41" W
L26	237.12'	S 35°54'01" W
L27	266.75'	S 68°34'53" W
L28	973.29'	S 50°06'48" W
L29	118.90'	S 08°40'03" E
L30	661.21'	S 30°44'14" E
L31	20.83'	S 23°26'00" W
L32	489.95'	N 89°42'56" W
L33	1615.73'	N 11°37'43" W
L34	1767.51'	S 89°37'53" E
L35	135.82'	N 89°57'53" W

CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	50.80'	37.50'	77°36'33"	47.00'	S 28°27'00" W
C2	83.71'	47.50'	100°58'22"	73.29'	S 40°07'56" W
C3	39.66'	22.50'	100°59'15"	34.72'	N 40°07'56" E
C4	84.65'	62.50'	77°36'19"	78.33'	N 28°27'00" E
C5	98.27'	50.00'	112°36'34"	83.20'	S 56°26'49" E
C6	170.03'	420.82'	23°09'00"	168.88'	N 78°08'34" W

ANNEXATION PARCEL NO. 3 DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING A POINT ON THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE RECORDED AS ENTRY NO. 38969 IN THE BOX ELDER COUNTY RECORDER'S OFFICE, AND ALSO BEING AN ANGLE POINT IN THE BOUNDARY OF ELAINE REEDER HOLDINGS LLC PROPERTY, TAX ID NO. 03-075-0055 LOCATED 135.82 FEET NORTH 89°57'53" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FROM THE NORTH QUARTER CORNER OF SAID SECTION 10;

RUNNING THENCE ALONG THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 33°54'01" WEST 237.12 FEET (SOUTH 35°20'13" WEST 237.14 FEET BY RECORD); (2) SOUTH 68°34'53" WEST (SOUTH 68°11'05" WEST BY RECORD) 266.75 FEET; (3) SOUTH 50°06'48" WEST (SOUTH 49°43'00" WEST BY RECORD) 973.29 FEET; (4) SOUTH 08°40'03" EAST (SOUTH 9°03'51" EAST BY RECORD) 118.90 FEET; AND (5) SOUTH 30°44'14" EAST 661.21 FEET (SOUTH 31°08'02" EAST 661.19 FEET BY RECORD) TO AN ANGLE POINT IN THE BOUNDARY OF REEDER RANCH LLC PROPERTY, TAX ID NO. 03-075-0060; THENCE ALONG THE BOUNDARY OF SAID REEDER RANCH LLC PROPERTY THE FOLLOWING THREE (3) COURSES: (1) SOUTH 23°26'00" WEST 20.83 FEET (SOUTH 23°02'13" WEST 20.84 FEET BY RECORD); (2) ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC 170.03 FEET OF A 420.82 FOOT RADIUS CURVE, CHORD BEARS NORTH 78°08'34" WEST 168.88 FEET, HAVING A DELTA ANGLE OF 23°09'00"; AND (3) NORTH 89°42'56" WEST 489.95 FEET (SOUTH 89°53'19" WEST 488.97 FEET BY RECORD) TO A POINT ON SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE, BEING THE EASTERLY RIGHT-OF-WAY LINE OF 1850 WEST STREET; THENCE ALONG SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 11°37'43" WEST (NORTH 12°01'32" WEST BY RECORD) 1615.73 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID NORTHWEST QUARTER; AND (2) SOUTH 89°57'52" EAST 1767.51 FEET (SOUTH 89°38'18" EAST 1767.53 FEET BY RECORD) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 31.48 ACRES.

MUNICIPAL ACKNOWLEDGMENT

STATE OF UTAH)
:
COUNTY OF _____)

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.

WITNESS MY HAND AND OFFICIAL SEAL.

STATE OF UTAH NOTARY PUBLIC_____ NOTARY PRINTED NAME _____

COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

BOX ELDER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE BOX ELDER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE BOX ELDER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS _____ DAY OF _____, 20____

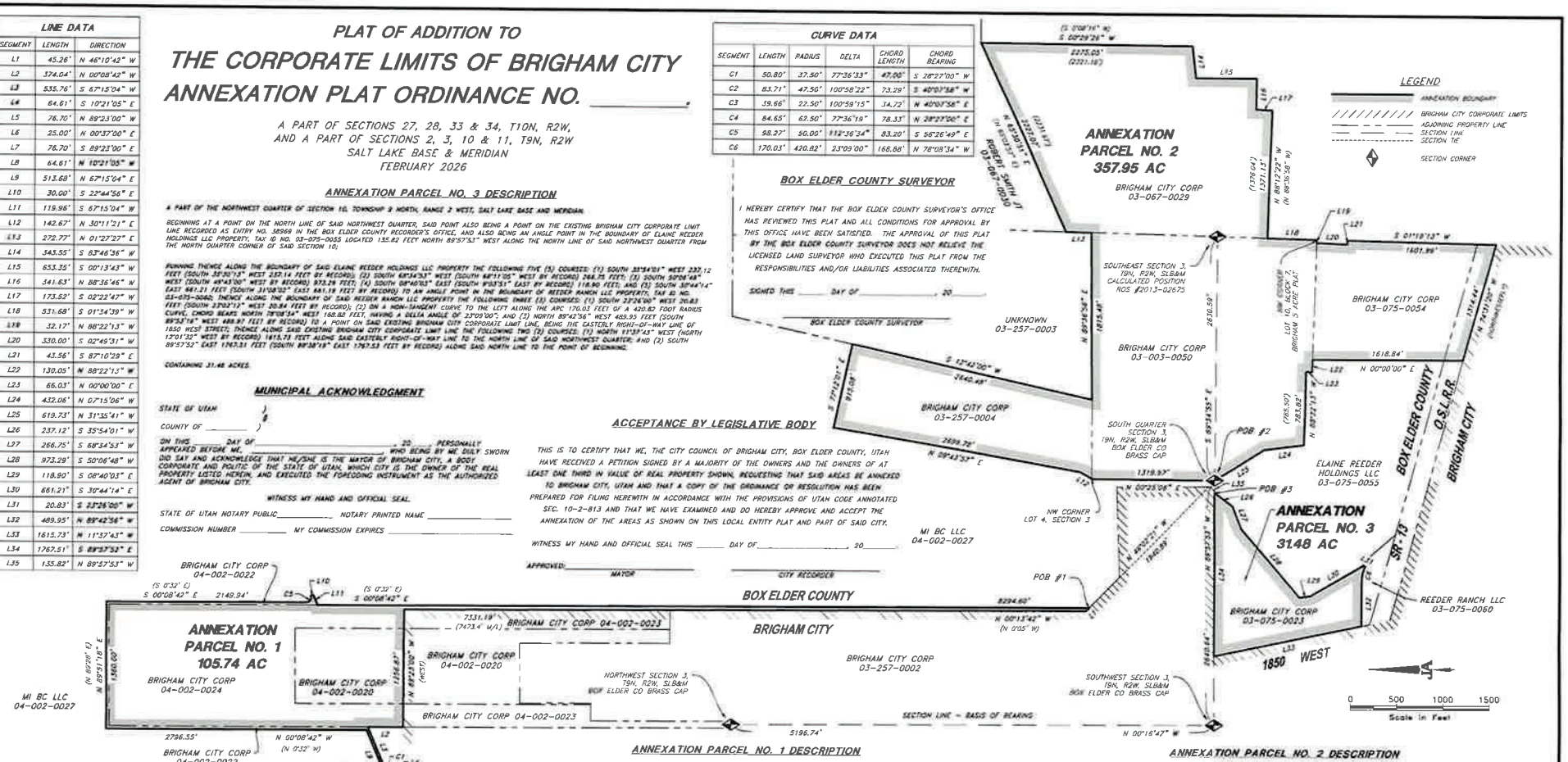
_____
BOX ELDER COUNTY SURVEYOR

ACCEPTANCE BY 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 OR RESOLUTION HAS BEEN PREPARED FOR FILING HEREWITH IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SEC. 10-2-813 AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS LOCAL ENTITY PLAT AND PART OF SAID CITY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF_____, 20_____

APPROVED:_____ _____
MAYOR CITY RECORDER



SURVEYOR' CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 11386802, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT. I ALSO CERTIFY THAT THIS PLAT OF ANNEXATION TO BRIGHAM CITY HAS BEEN CORRECTLY DRAWN TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON BASED ON DATA COMPILED FROM RECORDS IN THE BOX ELDER COUNTY RECORDER'S OFFICE.

SIGNED THIS 16TH DAY OF FEBRUARY, 2026

ROGER C. SLADE, PLS
LICENSE NO. 11386802





JA JONES & ASSOCIATES CONSULTING ENGINEERS
8080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesassoc.com

ANNEXATION PARCEL NO. 1 DESCRIPTION

A PART OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 10 NORTH, RANGE 2 WEST, AND A PART OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE, RECORDED AS ENTRY NO. 38969 IN THE BOX ELDER COUNTY RECORDER'S OFFICE LOCATED 1940.89 FEET NORTH 46°02'21" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3;

RUNNING THENCE ALONG SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 46°10'42" WEST (NORTH 46°02' WEST BY RECORD) 45.26 FEET; (2) NORTH 00°13'42" WEST 2331.19 FEET (NORTH 00°05' WEST 2473.4 FEET MORE OR LESS BY RECORD) TO THE EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 3000 NORTH STREET; AND (3) NORTH 89°23'00" WEST (WEST BY RECORD) 1256.87 FEET ALONG SAID EASTERLY PROJECTION TO A POINT ON THE WEST LINE OF THE BRIGHAM CITY AIRPORT; THENCE NORTH 00°08'42" WEST (NORTH 00°03' WEST BY RECORD) 374.04 FEET ALONG SAID WEST LINE TO AN ANGLE POINT IN THE BOUNDARY OF BRIGHAM CITY CORP PROPERTY, TAX ID NO. 04-002-0022; THENCE ALONG THE BOUNDARY OF SAID BRIGHAM CITY CORP PROPERTY THE FOLLOWING SEVENTEEN (17) COURSES: (1) SOUTH 67°15'04" WEST (SOUTH 66°51'46" WEST BY RECORD) 535.76 FEET; (2) TO THE LEFT ALONG THE ARC 50.80 FEET OF A 37.50 FOOT RADIUS CURVE, CHORD BEARS SOUTH 28°27'00" WEST (SOUTH 28°03'42" WEST BY RECORD) 47.00 FEET, HAVING A DELTA ANGLE OF 77°36'33"; (3) SOUTH 10°21'05" EAST (SOUTH 10°44'23" EAST BY RECORD) 64.61 FEET; (4) TO THE RIGHT ALONG THE ARC 83.71 FEET OF A 47.50 FOOT RADIUS CURVE, CHORD BEARS SOUTH 40°07'56" WEST (SOUTH 39°44'40" WEST BY RECORD) 73.29 FEET, HAVING A DELTA ANGLE OF 100°58'22" TO SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE AND SAID EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 3000 NORTH STREET; (5) NORTH 89°23'00" WEST (NORTH 89°46'18" WEST BY RECORD) 76.70 FEET ALONG SAID EXISTING CORPORATE LIMIT LINE AND SAID EASTERLY PROJECTION; (6) NORTH 00°37'00" EAST (NORTH 00°13'42" EAST BY RECORD) 25.00 FEET; (7) SOUTH 89°23'00" EAST (SOUTH 89°46'18" EAST BY RECORD) 76.70 FEET; (8) ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC 39.66 FEET OF A 22.50 FOOT RADIUS CURVE, CHORD BEARS NORTH 40°07'56" EAST (NORTH 39°44'40" EAST BY RECORD) 34.72 FEET, HAVING A DELTA ANGLE OF 100°59'15"; (9) NORTH 10°21'05" WEST (NORTH 10°44'23" WEST BY RECORD) 64.61 FEET; (10) TO THE RIGHT ALONG THE ARC 84.65 FEET OF A 62.50 FOOT RADIUS CURVE, CHORD BEARS NORTH 28°27'00" EAST (NORTH 28°03'42" EAST BY RECORD) 78.33 FEET, HAVING A DELTA ANGLE OF 77°36'19"; (11) NORTH 67°15'04" EAST (NORTH 66°51'46" EAST BY RECORD) 513.68 FEET TO A POINT DESCRIBED OF RECORD AS 30.00 FEET WESTERLY OF THE WEST LINE OF BRIGHAM CITY AIRPORT PROPERTY; (12) NORTH 00°08'42" WEST (NORTH 00°32' WEST BY RECORD) 2796.55 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (13) NORTH 89°51'18" EAST (NORTH 89°28' EAST BY RECORD) 1360.00 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (14) SOUTH 00°08'42" EAST (SOUTH 00°32' EAST BY RECORD) 2149.94 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (15) TO THE LEFT ALONG THE ARC 98.27 FEET OF A 50.00 FOOT RADIUS CURVE, CHORD BEARS SOUTH 56°26'49" EAST (SOUTH 56°50'07" EAST BY RECORD) 83.20 FEET, HAVING A DELTA ANGLE OF 112°36'34"; (16) SOUTH 22°44'56" EAST (SOUTH 23°08'14" EAST BY RECORD) 30.00 FEET; AND (17) SOUTH 67°15'04" WEST (SOUTH 66°51'46" WEST BY RECORD) 118.96 FEET TO THE EAST LINE OF SAID BRIGHAM CITY AIRPORT PROPERTY; THENCE SOUTH 00°08'42" EAST (SOUTH 00°32' EAST BY RECORD) 8294.60 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 105.74 ACRES.

ANNEXATION PARCEL NO. 2 DESCRIPTION

A PART OF SECTIONS 2, 3, 10, AND 11, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3 AND RUNNING THENCE NORTH 00°25'06" EAST 1319.97 FEET TO AN EXISTING FENCE LINE DESCRIBED OF RECORD AS BEING THE NORTHWEST CORNER OF LOT 4 OF SAID SECTION 3; THENCE NORTH 30°11'21" EAST 142.67 FEET TO THE EAST BANK OF AN EXISTING CANAL; THENCE NORTH 08°43'37" EAST 2688.78 FEET ALONG SAID EAST BANK; THENCE SOUTH 87°12'39" EAST 915.08 FEET; THENCE SOUTH 12°42'00" WEST 2640.48 FEET TO AN EXISTING FENCE LINE BEING THE NORTH LINE OF SAID LOT 4; THENCE NORTH 89°36'36" EAST 1815.48 FEET ALONG SAID EXISTING FENCE LINE AND SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 BEING AN EXISTING FENCE LINE; THENCE NORTH 01°27'27" EAST (NORTH 01°38'25" EAST BY RECORD) 272.77 FEET ALONG SAID EAST LINE AND ALONG SAID EXISTING FENCE LINE; THENCE NORTH 43°30'31" EAST 2227.81 FEET (NORTH 43°08'52" EAST 2231.82 FEET BY RECORD) TO AN EXISTING FENCE LINE AS DESCRIBED IN ENTRY NO. 390898 RECORDED IN THE BOX ELDER COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING SIX (6) COURSES: (1) SOUTH 00°29'28" WEST 2275.05 FEET (SOUTH 00°08'18" WEST 2221.16 FEET BY RECORD) ALONG AN EXISTING OLD FENCE LINE BEING 1.00 FOOT WEST OF A NEWER FENCE LINE; (2) SOUTH 87°29'36" WEST 343.55 FEET (SOUTH 83°27'02" WEST 342.64 FEET BY RECORD); (3) SOUTH 00°13'43" WEST 653.35 FEET (SOUTH 01°19'20" WEST 654.40 FEET BY RECORD); (4) NORTH 88°36'46" WEST 341.63 FEET (NORTH 89°54'18" WEST 344.58 FEET BY RECORD); (5) SOUTH 02°22'47" WEST 173.52 FEET (SOUTH 01°58'30" EAST 190.87 FEET BY RECORD); AND (6) NORTH 88°13'22" WEST 1327.13 FEET (NORTH 88°36'58" WEST 1326.04 FEET BY RECORD) TO THE EAST LINE OF SAID SECTION 10; THENCE SOUTH 01°34'39" WEST (SOUTH 1°37'47" WEST BY RECORD) 531.68 FEET ALONG SAID EAST LINE TO A POINT DESCRIBED OF RECORD AS THE NORTHWEST CORNER OF LOT 38, BLOCK 3, BRIGHAM II ACRE PLAT; THENCE NORTH 88°22'13" WEST 32.17 FEET TO THE WEST LINE OF THAT CERTAIN PROPERTY RECORDED AS ENTRY NO. 100718; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PROPERTY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 02°49'31" WEST 330.00 FEET; AND (2) SOUTH 87°10'29" EAST 43.56 FEET TO AN EXISTING FENCE LINE ON WEST BOUNDARY OF SAID LOT 7; THENCE SOUTH 01°19'13" WEST 1601.99 FEET ALONG SAID EXISTING FENCE LINE AND SAID WEST BOUNDARY TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE O.S.L.R.R. BEING THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE RECORDED AS ENTRY NO. 83153R; THENCE NORTH 74°31'20" WEST (NORTHWESTERLY BY RECORD) 1374.44 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID EXISTING CORPORATE LIMIT LINE; THENCE NORTH 00°00'00" EAST 1618.84 FEET ALONG THE EAST LINE OF ELAINE REEDER HOLDINGS LLC PROPERTY, TAX ID NO. 03-075-0055 IN PART TO AN ANGLE POINT IN THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY; THENCE ALONG THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) NORTH 88°22'13" WEST 130.05 FEET; (2) NORTH 00°00'00" EAST 66.03 FEET; (3) NORTH 88°22'13" WEST 783.82 FEET (785.55 FEET BY RECORD); (4) NORTH 07°15'06" WEST 432.06 FEET; AND (5) NORTH 31°35'41" WEST 619.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 357.95 ACRES.

COUNTY RECORDER

ENTRY NO: _____ FEE PAID _____
FILED FOR RECORD AND RECORDED _____ AT _____
IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____

_____
COUNTY RECORDER

BY: _____
DEPUTY

Exhibit "A"

ANNEXATION PARCEL NO. 1 DESCRIPTION

A PART OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 10 NORTH, RANGE 2 WEST, AND A PART OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE, RECORDED AS ENTRY NO. 38969 IN THE BOX ELDER COUNTY RECORDER'S OFFICE LOCATED 1940.89 FEET NORTH 46°02'21" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3;

RUNNING THENCE ALONG SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 46°10'42" WEST (NORTH 46°02' WEST BY RECORD) 45.26 FEET; (2) NORTH 00°13'42" WEST 7331.19 FEET (NORTH 00°05' WEST 7473.4 FEET MORE OR LESS BY RECORD) TO THE EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 3000 NORTH STREET; AND (3) NORTH 89°23'00" WEST (WEST BY RECORD) 1256.87 FEET ALONG SAID EASTERLY PROJECTION TO A POINT ON THE WEST LINE OF THE BRIGHAM CITY AIRPORT; THENCE NORTH 00°08'42" WEST (NORTH 00°32' WEST BY RECORD) 374.04 FEET ALONG SAID WEST LINE TO AN ANGLE POINT IN THE BOUNDARY OF BRIGHAM CITY CORP PROPERTY, TAX ID NO. 04-002-0022; THENCE ALONG THE BOUNDARY OF SAID BRIGHAM CITY CORP PROPERTY THE FOLLOWING SEVENTEEN (17) COURSES: (1) SOUTH 67°15'04" WEST (SOUTH 66°51'46" WEST BY RECORD) 535.76 FEET; (2) TO THE LEFT ALONG THE ARC 50.80 FEET OF A 37.50 FOOT RADIUS CURVE, CHORD BEARS SOUTH 28°27'00" WEST (SOUTH 28°03'42" WEST BY RECORD) 47.00 FEET, HAVING A DELTA ANGLE OF 77°36'33"; (3) SOUTH 10°21'05" EAST (SOUTH 10°44'23" EAST BY RECORD) 64.61 FEET; (4) TO THE RIGHT ALONG THE ARC 83.71 FEET OF A 47.50 FOOT RADIUS CURVE, CHORD BEARS SOUTH 40°07'58" WEST (SOUTH 39°44'40" WEST BY RECORD) 73.29 FEET, HAVING A DELTA ANGLE OF 100°58'22" TO SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE AND SAID EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 3000 NORTH STREET; (5) NORTH 89°23'00" WEST (NORTH 89°46'18" WEST BY RECORD) 76.70 FEET ALONG SAID EXISTING CORPORATE LIMIT LINE AND SAID EASTERLY PROJECTION; (6) NORTH 00°37'00" EAST (NORTH 00°13'42" EAST BY RECORD) 25.00 FEET; (7) SOUTH 89°23'00" EAST (SOUTH 89°46'18" EAST BY RECORD) 76.70 FEET; (8) ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC 39.66 FEET OF A 22.50 FOOT RADIUS CURVE, CHORD BEARS NORTH 40°07'58" EAST (NORTH 39°44'40" EAST BY RECORD) 34.72 FEET, HAVING A DELTA ANGLE OF 100°59'15"; (9) NORTH 10°21'05" WEST (NORTH 10°44'23" WEST BY RECORD) 64.61 FEET; (10) TO THE RIGHT ALONG THE ARC 84.65 FEET OF A 62.50 FOOT RADIUS CURVE, CHORD BEARS NORTH 28°27'00" EAST (NORTH 28°03'42" EAST BY RECORD) 78.33 FEET, HAVING A DELTA ANGLE OF 77°36'19"; (11) NORTH 67°15'04" EAST (NORTH 66°51'46" EAST BY RECORD) 513.68 FEET TO A POINT DESCRIBED OF RECORD AS 30.00 FEET WESTERLY OF THE WEST LINE OF BRIGHAM CITY AIRPORT PROPERTY; (12) NORTH 00°08'42" WEST (NORTH 00°32' WEST BY RECORD) 2796.55 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (13) NORTH 89°51'18" EAST (NORTH 89°28' EAST BY RECORD) 1360.00 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (14) SOUTH 00°08'42" EAST (SOUTH 00°32' EAST BY RECORD) 2149.94 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (15) TO THE LEFT ALONG THE ARC 98.27 FEET OF A 50.00 FOOT RADIUS CURVE, CHORD BEARS SOUTH 56°26'49" EAST (SOUTH 56°50'07" EAST BY RECORD) 83.20 FEET, HAVING A DELTA ANGLE OF 112°36'34"; (16) SOUTH 22°44'56" EAST (SOUTH 23°08'14" EAST BY RECORD) 30.00 FEET; AND (17) SOUTH 67°15'04" WEST (SOUTH 66°51'46" WEST BY RECORD) 119.96 FEET TO THE EAST LINE OF SAID BRIGHAM CITY AIRPORT PROPERTY; THENCE SOUTH 00°08'42" EAST (SOUTH 00°32' EAST BY RECORD) 8294.60 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 105.74 ACRES.

ANNEXATION PARCEL NO. 2 DESCRIPTION

A PART OF SECTIONS 2, 3, 10, AND 11, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3 AND RUNNING THENCE NORTH 00°25'06" EAST 1319.97 FEET TO AN EXISTING FENCE LINE DESCRIBED OF RECORD AS BEING THE NORTHWEST CORNER OF LOT 4 OF SAID SECTION 3; THENCE NORTH 30°11'21" EAST 142.67 FEET TO THE EAST BANK OF AN EXISTING CANAL; THENCE NORTH 09°43'57" EAST 2699.78 FEET ALONG SAID EAST BANK; THENCE SOUTH 77°12'01" EAST 915.08 FEET; THENCE SOUTH 12°42'00" WEST 2640.48 FEET TO AN EXISTING FENCE LINE BEING THE NORTH LINE OF SAID LOT 4; THENCE NORTH 89°36'56" EAST 1815.48 FEET ALONG SAID EXISTING FENCE LINE AND SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 BEING AN EXISTING FENCE LINE; THENCE NORTH 01°27'27" EAST (NORTH 0°58'55" EAST BY RECORD) 272.77 FEET ALONG SAID EAST LINE AND ALONG SAID EXISTING FENCE LINE; THENCE NORTH 65°30'51" EAST 2227.07 FEET (NORTH 65°03'57" EAST 2231.97 FEET BY RECORD) TO AN EXISTING FENCE LINE AS DESCRIBED IN ENTRY NO. 290896 RECORDED IN THE BOX ELDER COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING SIX (6) COURSES: (1) SOUTH 00°29'26" WEST 2275.05 FEET (SOUTH 0°08'16" WEST 2221.18 FEET BY RECORD) ALONG AN EXISTING OLD FENCE LINE BEING 1.00 FOOT WEST OF A NEWER FENCE LINE; (2) SOUTH 83°46'36" WEST 343.55 FEET (SOUTH 83°27'03" WEST 342.64 FEET BY RECORD); (3) SOUTH 00°13'43" WEST 653.35 FEET (SOUTH 0°19'20" WEST 654.40 FEET BY RECORD); (4) NORTH 88°36'46" WEST 341.63 FEET (NORTH 85°54'16" WEST 344.59 FEET BY RECORD); (5) SOUTH 02°22'47" WEST 173.52 FEET (SOUTH 0°08'50" EAST 190.87 FEET BY RECORD); AND (6) NORTH 88°12'22" WEST 1371.13 FEET (NORTH 88°36'58" WEST 1376.04 FEET BY RECORD) TO THE EAST LINE OF SAID SECTION 10; THENCE SOUTH 01°34'39" WEST (SOUTH 1°37'47" WEST BY RECORD) 531.68 FEET ALONG SAID EAST LINE TO A POINT DESCRIBED OF RECORD AS THE NORTHWEST CORNER OF LOT 10, BLOCK 7, BRIGHAM 5 ACRE PLAT; THENCE NORTH 88°22'13" WEST 32.17 FEET THE THE WEST LINE OF THAT CERTAIN PROPERTY RECORDED AS ENTRY NO. 100738; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PROPERTY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 02°49'31" WEST 330.00 FEET; AND (2) SOUTH 87°10'29" EAST 43.56 FEET TO AN EXISTING FENCE LINE ON WEST BOUNDARY OF SAID LOT 7; THENCE SOUTH 01°19'13" WEST 1601.99 FEET ALONG SAID EXISTING FENCE LINE AND SAID WEST BOUNDARY TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE O.S.L.R.R. BEING THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE RECORDED AS ENTRY NO. 83133H; THENCE NORTH 74°31'20" WEST (NORTHWESTERLY BY RECORD) 1314.44 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID EXISTING CORPORATE LIMIT LINE; THENCE NORTH 00°00'00" EAST 1618.84 FEET ALONG THE EAST LINE OF ELAINE REEDER HOLDINGS LLC PROPERTY, TAX ID NO. 03-075-0055 IN PART TO AN ANGLE POINT IN THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY; THENCE ALONG THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) NORTH 88°22'13" WEST 130.05 FEET; (2) NORTH 00°00'00" EAST 66.03 FEET; (3) NORTH 88°22'13" WEST 783.82 FEET (785.50 FEET BY RECORD); (4) NORTH 07°15'06" WEST 432.06 FEET; AND (5) NORTH 31°35'41" WEST 619.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 357.95 ACRES.

ANNEXATION PARCEL NO. 3 DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING A POINT ON THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE RECORDED AS ENTRY NO. 38969 IN THE BOX ELDER COUNTY RECORDER'S OFFICE, AND ALSO BEING AN ANGLE POINT IN THE BOUNDARY OF ELAINE REEDER HOLDINGS LLC PROPERTY, TAX ID NO. 03-075-0055 LOCATED 135.82 FEET NORTH 89°57'53" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FROM THE NORTH QUARTER CORNER OF SAID SECTION 10;

RUNNING THENCE ALONG THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 35°54'01" WEST 237.12 FEET (SOUTH 35°30'13" WEST **237.14 FEET BY RECORD**); (2) SOUTH 68°34'53" WEST (SOUTH 68°11'05" WEST **BY RECORD**) 266.75 FEET; (3) SOUTH 50°**06'48"** WEST (SOUTH 49°43'00" WEST **BY RECORD) 973.29 FEET**; (4) SOUTH 08°40'03" EAST (SOUTH 9°03'51" EAST BY **RECORD)** 118.90 FEET; AND (5) SOUTH **30°44'14"** EAST 661.21 FEET (SOUTH 31°08'02" EAST 661.19 FEET BY RECORD) TO AN ANGLE POINT IN THE BOUNDARY OF REEDER RANCH LLC PROPERTY, TAX ID NO. 03-075-0060; THENCE ALONG THE BOUNDARY OF SAID REEDER RANCH LLC PROPERTY THE FOLLOWING THREE (3) COURSES: (1) SOUTH 23°26'00" WEST 20.83 FEET (SOUTH 23°02'12" WEST 20.84 FEET BY RECORD); (2) ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC 170.03 FEET OF A 420.82 FOOT RADIUS CURVE, CHORD BEARS NORTH 78°08'34" WEST 168.88 FEET, HAVING A DELTA ANGLE OF 23°09'00"; AND (3) NORTH 89°42'56" WEST 489.95 FEET (SOUTH 89°53'16" WEST 489.97 FEET BY RECORD) TO A POINT ON SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE, BEING THE EASTERLY RIGHT-OF-WAY LINE OF 1850 WEST STREET; THENCE ALONG SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 11°37'43" WEST (NORTH 12°01'32" WEST BY RECORD) 1615.73 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID NORTHWEST QUARTER; AND (2) SOUTH 89°57'52" EAST 1767.51 FEET (SOUTH 89°38'19" EAST 1767.53 FEET BY RECORD) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 31.48 ACRES.

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Mark Bradley

2. DEPARTMENT OR DIVISION: Community & Economic Development

3. DATE INITIATED: 3/4/26

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

   Ordinance Amending the Brigham City 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 located between SR-13 and 1500 North and between 1000 West and the Union Pacific Railroad. Clark Conway, Steward Land Pursuit, applicant.

5. ESTIMATED TIME NEEDED: 10 minutes

6. PROPOSED DATE FOR COUNCIL ACTION: 3/19/26

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

8. REVIEW

Date	Name	Signature	Attachment
3/4/26	Mark Bradley	Mark Bradley	✓
3/4/26	Tom Kotter		

9. MAYOR'S SIGNATURE:

BRIGHAM CITY

CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: Ordinance to Amend Brigham City General Plan Future Land Use Map

Name of Person Requesting Legal Review: Mark Bradley .

Date Sent: March 5, 2026 Review Date Deadline: March 10, 2026 .

Reviewed by Attorney: _____ Date: 3/5/26

X Reviewed and acceptable as submitted
___ See suggested changes

Returned to: Mark Bradley Date: 3/5/26

X Accepted as Received

Submitted to Mayor's Office By: MB Date: 3/5/26

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 Brigham City General Plan Future Land Use Map (Application #26-016)

Date: March 4, 2026

City Council Agenda:
March 19, 2026

Overview:
An application was filed to amend the Brigham City General Plan Future Land Use Map from Office/Light Industrial to Low Density Residential and Medium Density Residential for land located between SR-13 and 1500 North (Wilson Lane) and between 1000 West and the Union Pacific Railroad tracks in preparation to file an annexation petition. The subject land is currently in unincorporated Box Elder County and located within the Brigham City Annexation Area, with a portion of the land presently abutting Brigham City limits.

The applicant would like to change the proposed land use to accommodate additional housing and provide for a mix of townhomes, R-1-6, R-1-8, and R-1-10 single family lots (see attached application and concept plan). The request is for the south third portion of the land area to be designated as **Medium Density Residential** for townhomes and R-1-6 single family lots, and the remaining portion designated as **Low Density Residential** for R-1-8 and R-1-10 single family lots.

The current General Plan Future Land Use Map identifies properties north of SR-13 and west of the railroad tracks for Office/Light Industrial. There are pros and cons with the petition. There is a need for additional housing locations in the community. This land provides a nice large area for housing, yet the property to a certain degree is isolated from other residential neighborhoods with limited access. The land is also situated between the railroad tracks and existing industrial and future industrial properties on the west side of 1000 West Street. The railroad tracks create a barrier and buffer between uses.

Planning Commission Recommendation:
The Planning Commission held a public hearing on March 3, 2026, and recommended approval to the City Council with a 5-1 vote based on staff comments, recommendations, and the noted Findings of Fact in the Staff Evaluation.

Concerns expressed by the Commission were isolation, railroad crossing safety, how children will get to school, and proximity to the railroad. The nye vote was based on isolation of this proposed residential area west of the railroad tracks compared to the Avian Shores development which is a

larger area connecting neighborhoods. Backyards up against the railroad and the challenge of pulling out onto SR-13, which could cause a demand for a traffic light in the future at 1000 West and SR-13.

Attachments:

1. Staff Evaluation/Exhibits
2. Prepared Ordinance

BRIGHAM CITY, UTAH
PLANNING COMMISSION
STAFF EVALUATION

APPLICANT: Clark Conway, Steward Land Pursuit
PROPERTY OWNERS: Reeder J Max TTEE ETAL, Astle William Benson TTEE
PROPERTY SITE: SR-13 and 1000 West
PARCEL NO: 03-076-0002, 03-076-0023, 03-076-0024, 03-079-0005, 03-079-0006, 03-079-0007, 03-079-0008, 03-079-0016

APPLICATION NO.: 26-016
AREA: ~ 74 acres
LAND USE: Office / Light Industrial
DATE: February 26, 2026

PLANNING COMMISSION MEETING: March 3, 2026
APPLICATION TYPE: Legislative
PLANNING COMMISSION ROLE: Recommending Body to City Council

NATURE OF REQUEST:
Amend General Plan Future Land Use Map – Change land use designation from Office/Light Industrial to Low Density Residential and Medium Density Residential

OVERVIEW:
An application was filed to amend the Brigham City General Plan Future Land Use Map from Office/Light Industrial to Low Density Residential and Medium Density Residential in preparation to file an annexation petition. The subject land is currently in unincorporated Box Elder County and located within the Brigham City Annexation Area, with a portion of the land presently abutting Brigham City limits. The applicant would like to change the proposed land use to accommodate additional housing and provide for a mix of townhomes, R-1-6, R-1-8, and R-1-10 single family lots (see attached application and concept plan). Brigham City zoning districts are assigned to the land with annexation and must be consistent with the General Plan Future Land Use designation.

The land is located between SR-13 and 1500 North (Wilson Lane) and between 1000 West and the railroad tracks. The applicant is proposing the south third portion of the land area to be designated as **Medium Density Residential** for townhomes and R-1-6 single family lots, and the remaining portion designated as **Low Density Residential** for R-1-8 and R-1-10 single family lots.

The current General Plan Future Land Use Map identifies properties north of SR-13 and west of the railroad tracks for Office/Light Industrial. There are pros and cons with the petition. There is a need for additional housing locations in the community. This land provides a nice large area for housing, yet the property to a certain degree is isolated from other residential neighborhoods with limited access. The land is also situated between the railroad tracks and existing industrial and future industrial properties on the west side of 1000 West Street. The railroad tracks create a barrier and buffer between uses.

The Planning Commission will hold the required public hearing on March 3, 2026, and then make a recommendation to the City Council for their consideration regarding the proposed General Plan Amendment.

STAFF COMMENTS:

Community and Economic Development Department:

1. As noted in the above Overview section, there are pros and cons with the petition. There is a need for additional housing locations in the community. This land provides a nice large area for housing, yet the property to a certain degree is isolated from other residential neighborhoods with limited access. The land is also situated between the railroad tracks and existing industrial and future industrial properties on the west side of 1000 West Street. The railroad tracks create a barrier and buffer between land uses.
2. Based on the amount of industrial designation within the Brigham City Annexation Area, our department can support the transition between residential and industrial be shifted west from the railroad to 1000 West with the following considerations when the property is developed:
   A. Inclusion of a public park.
   B. Pedestrian improvements along 1500 North Street and SR-13 (under railroad bridge) to connect neighborhoods.
   C. Proper fencing along the railroad right-of-way to prohibit pedestrian crossing.
   D. Transition along 1000 West. Concept plan shows homes backing up against 1000 West. This would require proper screening (fencing/walls) and some form of maintained landscape between the sidewalk and street curb.
3. Support the concept with a variation of housing options and lot sizes.

Engineering Department:

GENERAL LAND USE

1. Our office supports the proposed rezone from Office/Light Industrial to a Low and Medium Density Residential zoning.

GENERAL COMMENTS REGARDING A FUTURE CONCEPT PLAN

Below are general comments our office has provided to assist in your development of the future concept plan. Our office will conduct a full review of the concept plan when it is provided.

2. The 1500 N. roadway and at-grade railroad crossing will need to be analyzed for the proposed new zoning.
3. We support the location of the park in the higher density zoning but also understand that it may fit more appropriately near the northeast corner of the development to help address grade changes that exist near the railroad crossing.
4. Please note for future phasing that a development cannot exceed 30 housing units unless it has 2 or more access roadways.
5. In our discussions with Public Works, it is preferred that the sewer system be gravity fed to the west along 1500 N before heading south across SR-13 to an existing lift station located in Watery Lane. The City may be willing to work in conjunction with the Developer in design, construction, and cost of these improvements.
6. A 12" culinary water main exists in 1000 W. and an 8" culinary water main exists in 1500 N. that the development can connect to.
7. Storm drain infrastructure exists on the North and South side of SR-13. If the developer elects to detain their storm water, they may connect to this system with a controlled outflow of 0.1 cfs per acre.
8. A detention or retention pond will be required on this development.

Fire Department:

1. No concerns and supports.

Police Department:

1. No comments

Public Power Department:

1. No concerns.
2. Developer needs to understand power will come from the North from 1500 N to SR-13.

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

1. No comments on land use.
2. Discuss possible sewer installation from North 40 lift station to Nucor lift station.
3. There are existing irrigation lines in the area, flows would need to be conveyed through development.

PLANNING COMMISSION RESPONSIBILITY:

1. The Planning Commission holds the required public hearing.
2. The Planning Commission considers the application and determines whether the amendment to the future land use map is in the best interest of the community, whether the use should remain as designated or if a change is appropriate, and impacts versus benefits.
3. The Planning Commission is the recommending body to the City Council for this application.
4. The Planning Commission may recommend approval, disapproval, or request additional information to make a recommendation to the City Council.

STAFF RECOMMENDATIONS:

1. Support the proposed General Plan Amendment to change the land use designation of the subject properties from Agriculture to Office/Light Industrial on the General Plan Land Use Map

STIPULATIONS:

1. N/A

FINDINGS OF FACT:

1. An application was filed to amend the Brigham City General Plan Future Land Use Map from Office/Light Industrial to Low Density Residential and Medium Density Residential in preparation to file an annexation petition.
2. Brigham City will consider General Plan Amendments with the filing of an application and through the public hearing process as established by Utah Code and Brigham City Policy.
3. The subject land is currently in unincorporated Box Elder County and located within the Brigham City Annexation Area, with a portion of the land presently abutting Brigham City limits.
4. The applicant would like to change the proposed land use to accommodate additional housing and provide for a mix of townhomes, R-1-6, R-1-8, and R-1-10 single family lots (see attached application and concept plan). Brigham City zoning districts are assigned to the land with annexation and must be consistent with the General Plan Future Land Use designation.
5. There are pros and cons associated with this application. There is a demand for housing locations, and this land could provide that need. The location creates challenges with connectivity to other residential neighborhoods and the

community due to the railroad tracks and SR-13. Existing industrial uses are established on the west side of 1000 West Street.

6. The boundary between industrial and residential uses is currently the railroad tracks, which provides a barrier and buffer between land uses.
7. The boundary between the land uses could shift to 1000 West Street, with 1000 West Street serving as a buffer between uses.
8. Public notice of the proposed rezone and General Plan Amendment was provided in accordance with Utah State Code and Brigham City requirements.

ATTACHMENTS:

1. Application, Applicant Map and Concept Plan
2. Locator / Parcel Map
3. General Plan Future Land Use Map

General Plan Amendment Application

***All sections of this application must be filled out and fees paid upon submittal or application will be deemed incomplete.**

Submittal Request (check one): ☑ General Plan Map Amendment ☐ General Plan Text Amendment

Current General Plan Map Designation: Office/Light Industrial Proposed General Plan Map Designation: Low Density/Medium Density Residential

Location and general description of the area for which General Plan Map Amendment is requested: Reeder & Astle properties at the NW boundary of Brigham City, abutted by SR-13 (South), 1000 W (West), and Wilson Ln/1500 N (North)

Existing General Plan Language: Attach a copy of the portion of the General Plan with the existing section clearly identified. ☐ N/A

Proposed General Plan Language Changes: Attach proposal clearly identifying proposed new language from existing language by underlining new language and using ~~strikethrough~~ to denote any existing language proposed for deletion. ☐ N/A

List the purpose for amending the General Plan: The purpose for amending the General Plan is to provide an expansion of housing options and diversity to satisfy current and growing needs for residential product at both the City and State levels. Steward Land Company's core mission is to provide attainable housing options to Utahns so that our friends, families and communities can elevate their home lives in a time where many find it difficult or impossible.

How will the proposed amendment affect adjoining properties? If the proposed amendment is approved, the adjacent 1000 W & Wilson Ln/1500 N roads would be substantially upgraded from a width and utility extension perspective. This area adjacent to existing residential neighborhoods would match in character and prohibit large industrial or other unsightly industrial/storage uses from being located close to residential communities.

How will the requested General Plan Amendment benefit the community as a whole? If the proposed amendment is approved, a diverse array of attainable housing options would be made available to both current and future residents. This community is conceptualized with the idea of four chronological housing products to allow for residents to move up and around within the Brigham City community. Facilities anticipated to benefit from this community include roads & utilities, and parks & recreation.

Name of Applicant: Clark Conway, Steward Land Pursuit

Mailing Address: 2444 Washington Blvd, STE 204 City, State, Zip: Ogden, UT 84401

Phone: 801-881-1041 Fax: _____ Email: Clark@StewardLand.com

Applicant Certification:

I certify under penalty of perjury that this application and all information submitted as a part of this application is true, complete, and accurate to the best of my knowledge. I also acknowledge that I have reviewed the application and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. I agree also to comply with any and all applicable City Ordinances in effect at this time. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Brigham City may rescind any approval, or take any other legal or appropriate action. I also understand the applicant may be billed for engineering fees in excess of one hour and will be responsible for repayment of those fees.

Signature: Clark H. Conway Date: 2/11/2026

Please note: Attendance at Planning Commission and City Council meetings is required by the applicant or a representative. It is the applicant's responsibility to call for meeting dates and times.

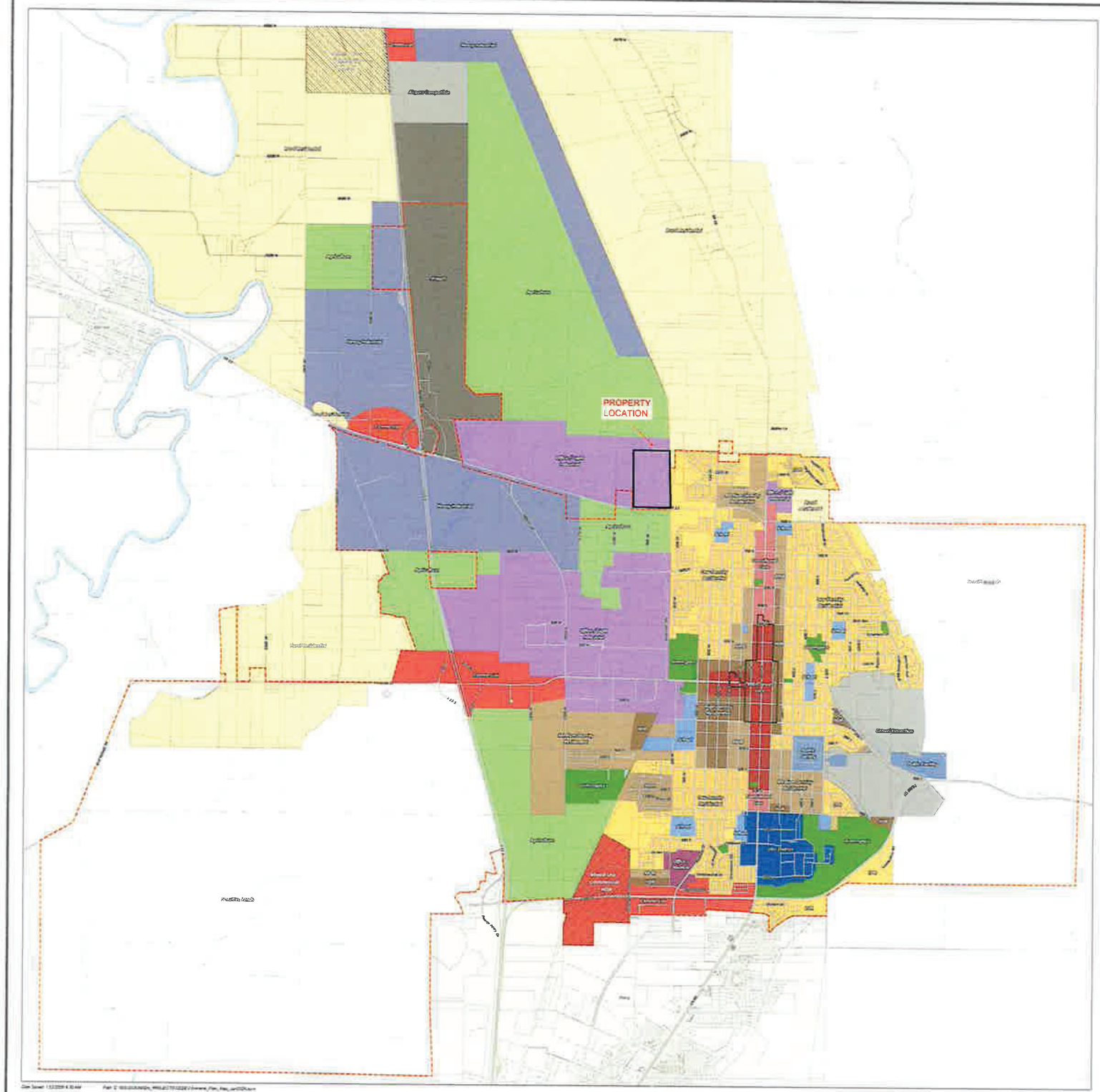
Office Use Only

Application # 26-016
Date Received 2/11/2026
Receipt # 157
PH Mtg Date _____
CC Mtg Date _____

Application Fee $250.00[c]

[a] This fee includes 1-hour of Engineer fees (no refund for projects taking less than 1-hour).
[b] Engineering fees in excess of 1-hour will be reimbursed by the applicant monthly to the City for the actual cost. A financial guarantee shall be made to the City through a cash deposit in the amount of $500 due at the time of application. Upon final completion of the project, this guarantee will be refunded to the applicant upon final approval of the City and payment of the final engineering bill.
[c] Applicable Engineering fees in excess of 1-hour will be reimbursed by the applicant monthly to the City for the actual cost.

BRIGHAM CITY GENERAL PLAN FUTURE LAND USE 2026



BRIGHAM CITY



Medium Density Residential	The Medium Density Residential designation supports diverse housing types, including single-family homes and townhouses, with potential for limited neighborhood commercial uses that integrate with residential character.	2.31%	R-1-6, R-M-7	**Low Density Residential**	The Low Density Residential designation promotes suburban-style neighborhoods with single-family homes on larger lots, emphasizing green spaces and a quieter living environment.	5.03%	R-1-8, R-1-20, R-1-12, R-1-10

DESIGNING OUR FUTURE

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www.civilsolutionsgroup.net

BRIGHAM CITY
STEWARD LAND

MARK	DATE	DESCRIPTION

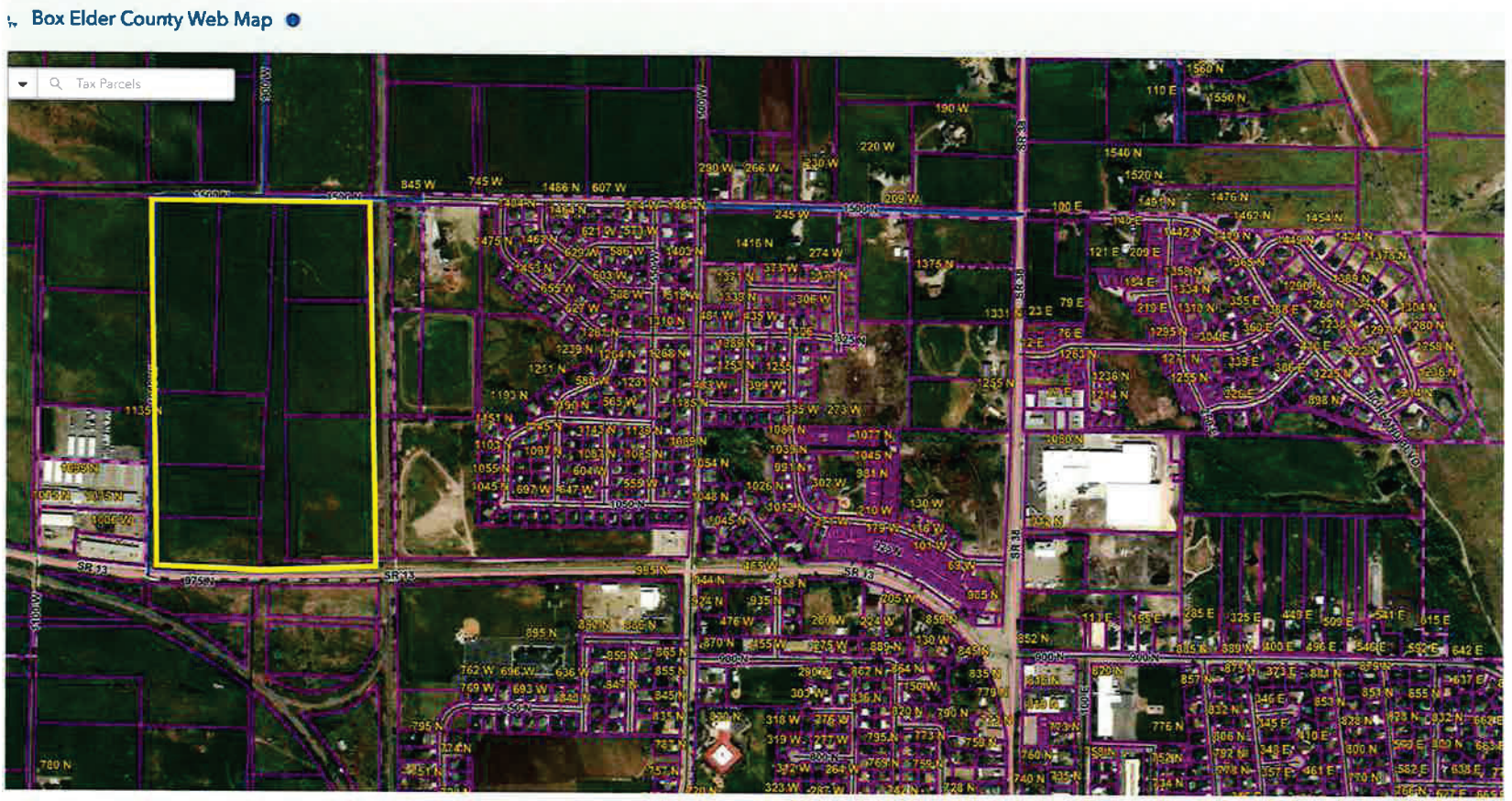
PROJECT # 01/26/26
DRAWN BY M. TAYLOR
ISSUED 02/11/2026

DRAFT

CONCEPT

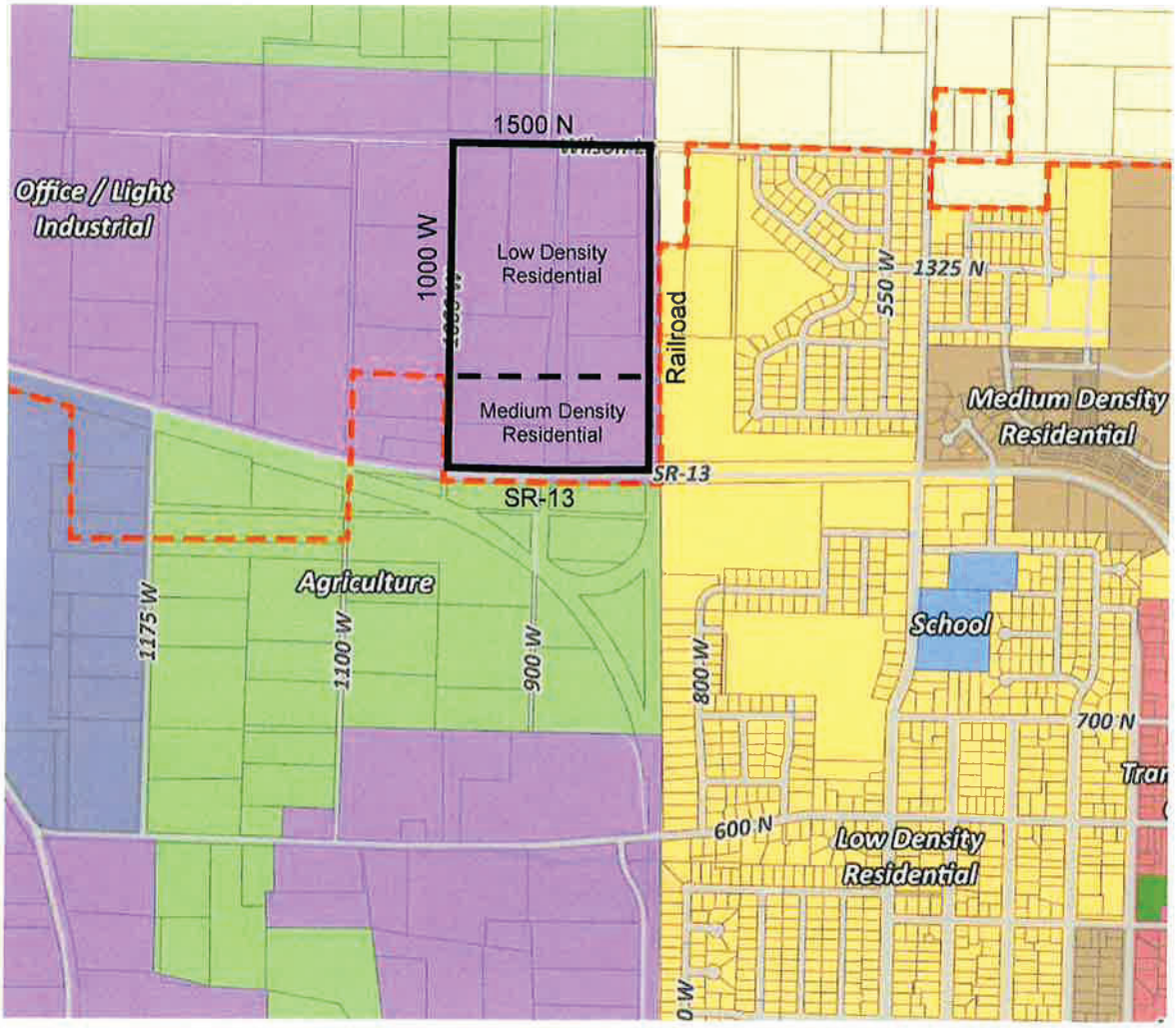
1 OF 1

Locator / Parcel Map



General Plan Future Land Use Map

with proposed land use designation



ORDINANCE NO. _____

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 _____ DAY OF _____, 2026.

BRIGHAM CITY

_____

Mayor Dennis J. Bott

ATTEST:

_____

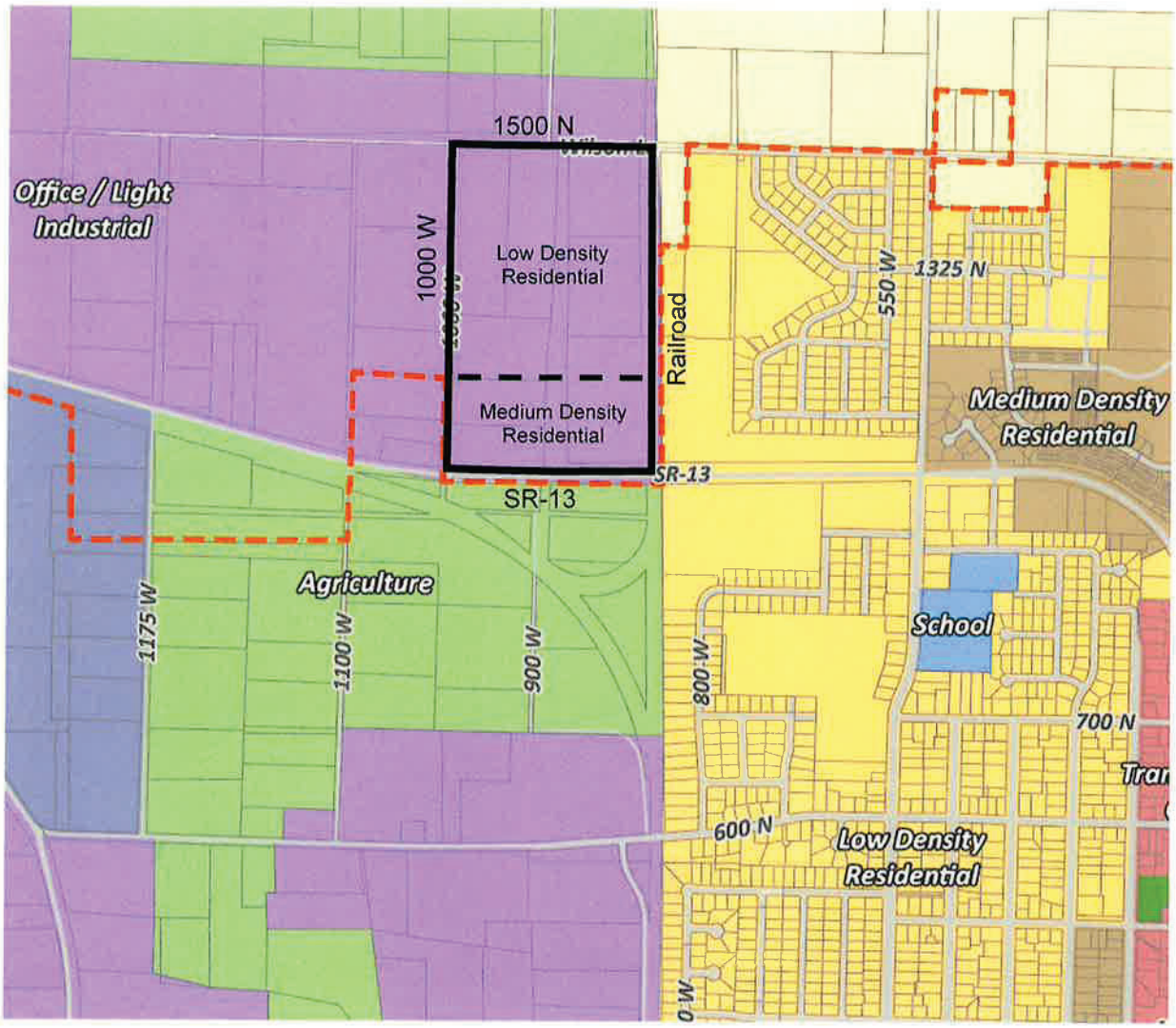
Kristina Rasmussen, City Recorder

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



BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Nicole Cottle

2. DEPARTMENT OR DIVISION: Mayor's Office

3. DATE INITIATED: March 11, 2026

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

ADOPTION OF THE BRIGHAM CITY MUNICIPAL CODE TITLE 5 CONSOLIDATED FEE ORDINANCE INCLUDING AND REPEAL OF PRIOR ENACTED ORDINANCES, RESOLUTIONS, POLICIES AND PROCEDURES EXCEPT THAT THE IMPACT FEE ENACTMENT REMAINS IN PLACE RENUMBERED.

5. ESTIMATED TIME NEEDED: 10 Minutes

6. PROPOSED DATE FOR COUNCIL ACTION: March 19, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
03.12.2026	Nicole Cottle		

9. MAYOR'S SIGNATURE: 

BRIGHAM CITY

CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: AN ORDINANCE ENACTING BRIGHAM CITY CODE TITLE 5 CONSOLIDATED FEE SCHEDULE AND REPEALING ORDINANCES, RESOLUTIONS, POLICIES AND PROCEDURES ENACTING FEES EXCEPT THAT THE IMPACT FEE ENACTMENT SHALL REMAIN IN PLACE BUT BE RENUMBERED

Name of Person Requesting Legal Review: Nicole Cottle

Date Sent: 03.06.2026 Review Date Deadline: 03.11.2026

Reviewed by Attorney: _____ Date: 3/11/2026

☒ Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Kristina Rasmussen _____ Date: 3/11/2026

☐ Accepted as Received

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

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

ORDINANCE 26- _____

AN ORDINANCE CODIFYING CITY FEES AND RENUMBERING THE CITY IMPACT FEE SECTION FOR INCLUSION IN TITLE 5 OF THE BRIGHAM CITY CODE TO BE KNOWN AS THE CONSOLIDATED FEE SCHEDULE

WHEREAS, the City has conducted a review of the City Code for the purpose of ensuring usability, clarity, and legality; and

WHEREAS, the City has reviewed the provisions of the City Code and all ancillary resolutions, policies and procedures and has consolidated all previously approved fees into a new Title 5 Consolidated Fee Schedule; and

WHEREAS, following a thorough review and study of all applicable codes, resolutions, policies and procedures it is determined that a repeal, consolidation, and reenactment is determined to be in the best interest of the City; and

WHEREAS, this enactment of the Title 5 Consolidated Fee Schedule does not include any changes to the amount or administration of any fees, rather this represents a consolidation of all fees into one central location to ensure ease of use, transparency and availability;

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

1. All ordinances, resolutions, policies, and procedures that involve any fee charged by the city (except as detailed in paragraph 2) are repealed and Title 5, Consolidated Fee Schedule, as set forth in Exhibit A attached hereto and incorporated herein by reference, is hereby enacted and added to the Brigham City Code;

2. All fees remain in effect until the publication and posting required by Utah Code has been effectuated and Title 5 is in full force and effect so that no gaps in fee coverage shall occur; and

3. The Impact Fee sections are not repealed but rather remain in full effect as they have been recently adopted and that they are simply renumbered by this enactment.

This Ordinance 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

TITLE 5 CONSOLIDATED FEE SCHEDULE

CHAPTER 1 FEE SCHEDULE

5-1-101 ADMINISTRATION AND SPECIAL EVENTS

5-1-102 BUSINESS LICENSE

5-1-103 POLICE

5-1-104 FIRE

5-1-105 PUBLIC WORKS

5-1-106 PUBLIC POWER

5-1-107 AIRPORT (RESERVED)

5-1-108 COMMUNITY DEVELOPMENT AND BUILDING PERMITS

5-1-109 PARKS AND CITY FACILITIES

5-1-110 LIBRARY (RESERVED)

5-1-111 ANIMAL SERVICES

5-1-112 CEMETERY

CHAPTER 2 IMPACT FEES

5-1-101 ADMINISTRATION

1. Government Records Access Management Fees

    a. When a record is requested that will require more than fifteen minutes of staff time to produce, the actual cost to produce the record shall include:

        i. The cost of staff time to search, retrieve or redact the document and any other cost of complying with the request; and
        ii. The hourly charge shall not exceed the salary of the lowest paid employee who has the necessary skill and training to perform the request.

2. Delinquent Fees. Any fee, charge, or assessment not paid when due shall be considered delinquent and shall accrue interest at a rate of eighteen percent (18%) per annum, unless a different rate is established by contract, agreement, resolution, or other applicable law.

3. Special Event Permits

Category	Fee/Requirement
Application Review & Permit	$100
Late Application Fee (less than 30 calendar days prior to event)	$250
Mantua Reservoir Closure	Requires City Administrator or designee approval
Mantua Reservoir User Fee	$100/day + $5 per participant (if over 50 people)
Mantua Reservoir Launching Fee	$20
Displacing Public Fee (City Property)	$100/day + $5 per participant (if over 50); Requires City Administrator approval

Street / Intersection Closures

Category	Fee
1–3 Intersections Closed	$300 per intersection
4+ Intersections Closed	$750
Utility Setup (Water/Electricity)	$200 per service

City Services Staffing & Equipment

Service	Fee
Police	$75 per officer, per hour (2-hour minimum)
Ambulance Standby	$200/ hour minimum depending on level of service (see Fire section)
Traffic Operations	$25/hour per staff per street
Traffic Control Setup	$100 per occurrence
8' Crowd Control Panels	$8 per panel
Candlestick	$3 each
Cone	$2 each
Trash Container (300 Gallon)	$30
Trash Container (Big Bin)	$175
Additional Trash Container Drop-off/Pickup	$10 per additional container
City Staff	$25 per hour per staff
Utility Power Access	$50 per box
Street Sweeper	$75 per hour
Additional Equipment	FEMA price list

Miscellaneous Fees

Category	Fee / Reference
Fireworks Show Permit	$300
Fire Standby Personnel	$200/hour minimum total depends on level of service required (see fire section)

5-1-102 BUSINESS LICENSE

General Business Licenses

Category	New Application	Renewal
Commercial – Level 1	$115	$75
Commercial – Level 2	$140	$80
Commercial – Level 3	$165	$90
Commercial – Level 4	$190	$100
Professional Lease	$70	$70
Out of City	$70	$70
Home Occupation – Major	$75	$75
Home Occupation – Minor	$70	$70
Home Occupation – Minor No Impact	$20	—
Rental Dwelling Units	$75	$75
Late Renewal Fee	Fee + 50% of the fee	Fee + 50% of the fee

Special Categories

Category	Fee
Circus / Carnival (Flat Rate)	$500
Refundable Cleaning Deposit	$200
Processing Fee – License Transfer	$20
Sexually Oriented Business	Same as General Business License + $500 Initial Application & Investigation Fee

Alcoholic Beverage Licenses

Category	New Application	Renewal
Restaurant	$250	$250
Private Club	$275	$275
On-Premise Beer Retailer	$250	$250
Off-Premise Beer Retailer	$200	$200

Seasonal / Temporary Licenses

Category	Fee
Agricultural	$30
Christmas Trees	$75
Fireworks	$250
Ice Cream Vendor	$75
Snow Cone	$45
Market Sponsor Special Event	$25
Artisan Vendor	$5
Retail Merchandise Vendor	$10
Food Vendor	$10
Produce Vendor	Exempt

Temporary Merchant

Category	Fee
With Brigham City Business License	$3/day
Without Brigham City Business License	$10 Day 1 + $5 each additional day

Events

Category	Fee
With Brigham City Business License	$5
Without Brigham City Business License	$10

Solicitors License

Category	Fee
Business License	$100
ID Badge	$10 per solicitor

Bonds

Category	Bond Amount
Beer Sales	$5,000
Pawn Broker	$1,000
Private Security / Detective	$3,000
Sexually Oriented Business	$2,000

5-1-103 POLICE

Service	Fee
Fingerprinting (up to two cards)	$20.00
Case Reports (waived for victims of violent crime)	$15.00
Traffic Reports (includes DI-9 and witness statements)	$15.00
Clearance Letters (per letter)	$10.00
Photos (digital link or flash drive)	$15.00
Video/Audio (per hour of recording)	$30.00
Bicycle License	$10.00
Sex Offender Registration	$25.00
Sex Offender DNA Collection	$25.00
Child Abuse Offender Registration	$25.00
Right of Access Background Report	$30.00
Paper Copies (per page)	$0.40
Special Research, Reports or Projects	Actual cost of staff hours and materials.

5-1-104 FIRE

1. Fire Mitigation Fees are charged to insurance companies and non-residents. Brigham City residents are not required to pay these fees out of pocket, except for a second offense for an illegal fire or a third offense for a false alarm.

Motor Vehicle Incidents

Service	Fee
Level 1	$487
Level 2	$554
Level 3 – Car Fire	$677
Extrication	$1,461
Creating Landing Zone	$448

Additional Time on Scene

Equipment	Rate
Engine	$448/hour
Truck	$560/hour
Miscellaneous Equipment	$336/hour

Hazardous Materials (HazMat)

Level	Fee
Level 1	$784
Level 2	$2,800
Level 3	$6,608

False Alarms

Occurrence	Fee
3rd False Alarm (calendar year)	$100
More than 3 False Alarms	$200 each
More than 3 Inspections	$100

Fire Investigation

Service	Rate
Investigation Team	$308/hour

Water Incidents

Level	Fee
Level 1	$448 + $56/hour per rescue person
Level 2	$896 + $56/hour per rescue person
Level 3	$2,240 + $56/hour per rescue person + $112/hour per HazMat team member

Back Country / Special Rescue

Service	Fee
Minimum	$448 (1st response vehicle) + $56 per rescue person
Additional Rates	$448/hour per response vehicle + $56 per rescue person

Chief Response

Service	Rate
Chief Officer Response	$280/hour

2. Fire Marshal Fees – Prevention

Commercial Plan Review

Description	Fee
Site Plan Review	$100
1–20,000 sq ft	$100
20,001–50,000 sq ft	$200
50,001+ sq ft	$300

Residential

Service	Fee
Plan Review (Including LPG Tank)	$50
LPG Tank Site Visit	$65

Subdivision Development

Lots	Fee
1–30	$50
31–100	$100
101+	$150

Fire Sprinkler System – Permit (Includes 2 Inspections)

Sprinkler Heads	Fee
1–20	$83
21–100	$165
101–300	$330
301–500	$495
501+	$660

3. Special Permits

Type	Fee
Amusement Buildings	$75
Explosives	$75
Fireworks Tent Sales	$75

Tent Structures	$75
Food Trucks (Station)	$50
Food Trucks (Location)	$75

4. Fire Standby

Unit	Rate	Notes
Brush Truck (Type 6 Engine) – 2 Personnel	$200/hour	2-hour minimum
Engine (Type 1) – 3 Personnel	$275/hour	2-hour minimum
HazMat Unit – 3 Personnel	$275/hour	2-hour minimum
Chief Officer / Fire Marshal	$200/hour	2-hour minimum
Each Additional Personnel	$50/hour	2-hour minimum

5. CPR Training

Service	Fee
CPR Training	$50 per person

6. Ambulance Billing

   a. Current allowable rates as adopted by the State of Utah apply.
   b. A 10% discount will be applied when full payment is received from the patient within 30 days.
   c. Patients claiming financial hardship shall follow the City's established process for determining any potential reductions in billing.

Ambulance Standby Rates

Unit Configuration	Rate	Notes
Ambulance – 2 AEMTs	$200/hour	2-hour minimum
Ambulance – 1 AEMT, 1 Paramedic	$215/hour	2-hour minimum
Ambulance – 2 Paramedics	$230/hour	2-hour minimum
Each Additional Personnel	$50/hour	2-hour minimum

5-1-105 PUBLIC WORKS

Green Waste Tipping Fee Rates

Vehicle Type	Resident	Non-Resident	Commercial Resident	Commercial Non-Resident
Light Truck	N/C	$7	$7	$14
Single Axle Trailer	N/C	$7	$7	$14
Tandem Axle Trailer	N/C	$14	$14	$28
Truck > 1 Ton	N/C	$28	$28	$56
Truck w/ Pup > 1 Ton	$150	$250	$250	$300
Semi Tractor Trailer	$150	$250	$250	$300

Cardboard Tipping Fee (All Customers)

Vehicle Type	Fee
Passenger Vehicle	$10 per load
Light Truck	$20 per load
Truck > 1 Ton	$50 per load

Product Pricing (All Customers)

Product	**Price**
Green Compost	$35
Sandbag	$1
Bio Compost	$25
Road Base	$50
Slag 3"	$30
Slag Road Base	$30
Topsoil Screened	$50
Topsoil/Compost Mix	$50
Wood Chips – Coarse Light	$15
Wood Chips – Coarse Dark	$20
Wood Chips – Fine Light	$20
Wood Chips – Fine Dark	$20
Bio Wood Chips	$35
Fill Dirt (Unscreened)	$15
Cement Sand	$50
Gravel 1"	$50
Leaf Compost	$45

Water

Service	**Rate**	**Usage**	**Excess Usage**
3/4" & 1"	$23	0–7000 Gallons	$1.50/1,000 (7001–12,000) | $2.00/1,000 (12,001–40,000) | $2.50/1,000 (40,001+)
1 1/2"	$34.50	$1.50/1,000 Gallons	
2"	$53.35	$1.50/1,000 Gallons	
3"	$98.89	$1.50/1,000 Gallons	
4"	$174.95	$1.50/1,000 Gallons	
6"	$403.16	$1.50/1,000 Gallons	
8"	$669.43	$1.50/1,000 Gallons	

Category	**Rate / Notes**	**Usage**	**Excess Usage**
Non-Resident Base Rate	$46	0–7000 Gallons	$1.50/1,000 (7001–12,000) | $2.00/1,000 (12,001–40,000) | $2.50/1,000 (40,001+)
Wholesale Water Rate	Via Water Agreements		

Secondary Water	$1.50 per 1000 Gallons	Service where available and approved by Public Works Director	
Construction Water Meter Rental	$2.50 per 1000 Gallons	Deposit based on replacement cost; less $150 admin fee refundable	

Culinary Connection / Disconnection Fees

Service	Rate
3/4" Service Line Lateral	$556
1" Service Line Lateral	$612
1 1/2" – 8" Service Line Lateral	$358
Disconnect	$328

Sewer

Category	Rate	Notes
Residential	$35	
Commercial	$35	$1 per 1000 gallons (based off of meter or water consumption)
Non-Resident Residential	$70	
Non-Resident Commercial	$105	
Overage	$2.00 per 1000 gallons	Based on connection meter exceeding threshold per resolution
4" Service Line Connection	$320	
6" Service Line Connection	$320	
8" Service Line Connection	$381	

Stormwater

Category	Rate
Single Family Residential	$8.13 / 1 ESU
Other Developed Parcels	ESU × $8.13 per ESU

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

5-1-106 PUBLIC POWER

Schedule No. 1 - Residential

Season	Base Electric Fee	Tier 1 First 400 kWh	Tier 2 Next 600 kWh	Tier 3 601+ kWh	PPAC
Summer	$10.00	$0.1168 /kWh	$0.1418 /kWh	$0.1568/kWh	$0.00
Winter	$10.00	$0.1168 /kWh	$0.1168/kWh	$0.1168/kWh	$0.00

Schedule No. 4 – Street Lighting

Wattage	Rate
100 Watt	$22.50
150 Watt	$28.35
200 Watt	$33.00
250 Watt	$36.00
400 Watt	$43.00

Schedule No. 6 – Without Demand

Base Electric Fee	First 500 kWh	Next 7,500 kWh	All Additional kWh	PPAC	Single Phase Minimum Monthly	Three Phase Minimum Monthly
$22.00	$0.1158/kWh	$0.1158/kWh	$0.1158/kWh	$0.00/kWh	$9.57	$29.45

Schedule No. 6 – With Demand

Base Electric Fee	Power Demand Rate (per kW over 10 kW)	Energy Tier 1 (First 500 kWh)	Energy Tier 2 (Next 7,500 kWh)	Energy Tier 3 All Additional	PPAC	Single Phase Minimum	Three Phase Minimum
$30.00	$10.50/kWh	$0.1158/kWh	$0.1158/kWh	$0.0498/kWh	$0.00	$9.57	$29.45

Schedule No. 6 – Heavy Demand

Base Electric Fee	Power Demand Rate	Energy Tier 1	Energy Tier 2	Energy Tier 3	PPAC	Three Phase Minimum
$30.00	$10.50 per kW over 10 kW	$0.1158 (First 500 kWh)	$0.1158 (Next 7,500 kWh)	$0.0498 (All Additional)	$0.00	$29.45

General Industrial – Schedule No. 8

Base Electric Fee	Power Demand Rate	Energy Rate	Minimum Monthly Power Charge	PPAC
$30.00	$14.00 per kW	$0.0523 per kWh	$375.59	$0.00

General Industrial – Schedule No. 9

Base Electric Fee	Power Demand Rate	Energy Rate	Minimum Monthly Power Charge	PPAC
$30.00	$14.00 per kW	$0.0523 per kWh	$1,466.15	$0.00

Solar Customers Energy Credit Rates

Schedule	**Rate Description**
Schedule No. 3 – Net Billing Rate A	First tier of applicable customer electric service schedule as per agreement.
Schedule No. 3 – Net Billing Rate B	$0.047 per kWh

System Impact Study	$10,000 deposit plus actual study cost	Minimum; as approved by Public Power Director

5-1-107 AIRPORT (RESERVED)

5-1-108 COMMUNITY DEVELOPMENT AND BUILDING PERMIT FEES

Building Permit Fees

Category	Fee	Notes
Commercial Plan Review	40%	Of established building permit fee
Residential Plan Review	15%	Of established building permit fee
Temporary Certificate of Occupancy (Residential)	$1,000	
Temporary Certificate of Occupancy (Commercial)	$2,000	
Water Flow Test	$75	
Total Construction Valuation Range	**Base Permit Fee**	**Incremental Fee Formula above Threshold**
$1.00 – $500	$25	
$501 – $2,000	$25	First $500 + $3.25 per additional $100 (or fraction) up to $2,000
$2,001 – $25,000	$73.75	First $2,000 + $14.91 per additional $1,000 (or fraction) up to $25,000
$25,001 – $50,000	$416.68	First $25,000 + $10.75 per additional $1,000 (or fraction) up to $50,000
$50,001 – $100,000	$685	First $50,000 + $7.45 per additional $1,000 (or fraction) up to $100,000
$100,001 – $500,000	$1,057.93	First $100,000 + $5.96 per additional $1,000 (or fraction) up to $500,000
$500,001 – $1,000,000	$3,442	First $500,000 + $5.05 per additional $1,000 (or fraction) up to $1,000,000
$1,000,001 and up	$5,967	First $1,000,000 + $3.89 per additional $1,000 (or fraction)

Re-Inspection	$50/hour	
Miscellaneous Inspection	$50/hour	
Additional Plan Review	$50/hour	
Outside Consultants	Actual Cost	
After Hours Inspection	$50/hour	

Community Development Fees

Category	Fee	Notes
Engineering Fees and Costs (First Hour)	Actual Cost	Each applicable fee includes a one hour of engineering which is the required minimum.
Engineering Fees and Costs in excess of one hour	Actual Cost	Engineering fees in excess of one (1) hour shall be reimbursed monthly by the applicant to the City for the actual cost. A financial guarantee shall be made to the city through an escrow agreement, cash deposit or payment bond in the amount of $500.00 (due at the time of application.) Upon final completion of the project, this guarantee will be refunded to the applicant upon final approval of the City and payment of the final engineering bill.
Annexation	$100	
Appeal Authority – Staff Determination	$50	
Appeal Authority – Appeals	$100	
Appeal Authority – Nonconforming Use, Variance, Special Exceptions	$250	
Chicken / Fowl Permit	$10	
City Code (Ordinance) Amendment	$100	Zoning or Subdivision
Concept Plan Non-subdivision	—	
Conditional Use Permit – Planning Commission	$250	Projects 1 acre and less + $50 per additional acre
Conditional Use Permit - Staff	$50	
Development Agreement	—	
Easement Vacation	$100	Not part of subdivision amendment
Encroachment Permit	$50	Accessory building in easement
Fence Permit	—	
Fence Hold Harmless	$25	

Fence/wall Height Exception	$50	
Financial Guarantee Agreement	$25	
General Plan Amendment	$250	
Joint Advisory Board	$100	
Lot Alteration	$150	Not part of subdivision
Permitted Use Permit – Staff	$50	
Permitted Use Permit – Planning Commission	$250	Projects 1 acre and less + $50 per additional acre
Planned Unit Development	$250	Non-subdivision
Rezone	$250	
Sign Permit	$35.25	Additional charges for monument and pole signs shall be charged based on the building permit fee schedule.
Street Vacation	$250	Not part of subdivision amendment
Subdivision Concept Plan	$25	MF, Cluster, PUD, Com., Ind.
Subdivision – No-Dedication	$500	
Subdivision – Preliminary Plat / Vacation	$250	
Subdivision – PUD, Amendment, Final Plat (up to 5 lots)	$500	Add $10 per lot over 5
Temporary Use Permit	$25	Non-business license
Zoning Verification Letter	$25	

5-1-109 PARKS RECREATION AND CITY FACILITIES

1. Bowery Rentals

Bowery Size / Location	**Resident**	**Non-Resident & Commercial**
Small (Lindsay, Davis, Mary Christensen, Snow, & Horsley)	$60	$150
Midsize (John Adams, Sports Complex & Rotary Constitution)	$120	$300
Large (Rees Pioneer)	$150	$400

Pickleball Courts

Category	Fee	Notes
Single Court Rental	$10 per court per hour	Applies between 6:00am–8:00am and 6:00pm–10:00pm
Wi-Fi Request	$50 per day	
Staff Fee	$49 per hour per employee	
Recreation Building Rental	$1,000 per day	
Storage Space Rental (Tournament)	$500 per tournament	

Number of Courts	8:00am – 6:00pm	Alternate Rate / Notes
4 Courts	$145 / $250	Includes use of (1) Championship Court
8 Courts	$290 / $490	Includes use of (2) Championship Courts
12 Courts	$450 / $730	$500 deposit required to reserve up to one year in advance
17 Courts	$575 / $1,000	
24 Courts	$875 / $1,500	

Tennis Courts

Category	Fee
Single Court	$10 per hour
2 Courts	$20 per hour
4 Courts	$40 per hour
Wadman Courts	$20 per hour

2. Court Rentals

    a. Court Blocks (4-hour blocks between 8:00am – 6:00pm)

    b. A $500 deposit is required to reserve the venue up to one year in advance.

    c. An additional Special Event Permit may be required based on event parameters.

    d. Included with Tournament Rentals:

        i. 10 – 8' Tables

        ii. 20 Chairs

        iii. 1 Three-Tier Podium

        iv. 4 – 5 Gallon Water Jugs

        v. 6 – 10x10 Canopies

vi. 4 Court Squeegees

vii. 1 Court Blower

viii. 1 Electronic Access Key

Disc Golf Course

Category	Fee
Disc Golf Course Rental	$40

Weekly Leagues

Category	Fee
League Participation	$15 per week

Multi-Use & Ball Fields

Category	Fee
Multi-Use Fields	$30 per hour
Softball/Baseball Field Rental (Weekday)	$25 per game
Softball/Baseball Field Rental (Weekend)	$40 per game
Field Prep (Per Game)	$25 per game
Between Games Field Prep	$10 per game
Equipment Rental (Chalk, etc.)	$15
Pitching Mound	$15 per game
Field Lights	$20 per hour

3. Pool

Open Plunge

Category	Fee
Daily Admission	$8
Senior (60+)	$4

Punch Passes

Category	Fee
10-Punch Pass	$70
20-Punch Pass	$135

Family Season Pass

Household Size	Fee / Notes
3 People	$360
4 People	$440
5 People	$520

6 People	$600
More than 6 People	Additional $80 per person
Family Night	$30 per family of 6 or $5 per person
Swim Team Practice	Negotiated rate

Swim Lessons & Programs

Category	Fee
General Class (Per Student)	$45
Mom & Tot	$35
General Class (Weekend)	$35
Mom & Tot (Weekend)	$20
Miscellaneous Programs	$45–$70

Morning Fitness & Aquatic Fitness

Category	Fee
Single Visit	$3
5-Fitness Punch Pass	$13
10-Fitness Punch Pass	$23
20-Fitness Punch Pass	$40
Aquatic Fitness Summer Pass	$40
Aquatic Fitness Drop-In	$6

Group Rates

Category	Fee
25 or More (With Shade Structure)	$7 per person

Pool Facility Rental

Category	Fee / Notes
To June 30 (6:30pm–8:00pm, Up to 200 People)	$400
To June 30 (Over 200 People)	$2 per person
July 1 to Pool Closing (Mon–Thurs, 6:30pm–8pm or 8:30pm–10pm, 200 People)	$500
July 1 to Pool Closing (Fri–Sat, 6:30pm–8pm or 8:30pm–10pm)	$600
July 1 to Pool Closing (Over 200 People)	$2 per person

Shade Structure Rental

Time Block	Fee
Monday (12:00pm–3:45pm or 4:15pm–6:00pm)	$25

Tuesday–Friday (12:00pm–2:45pm or 3:15pm–6:00pm)	$15
Saturday (10:00am–1:45pm or 2:15pm–6:00pm)	$25

Youth Programs

Program	Fee Range
Basketball	$25 – $80
Softball / Baseball	$25 – $80
Tennis / Pickleball – Lessons / Leagues	$25 – $80
Outdoor Recreation Programs	$10 – $130
Flag Football	$35 – $80
Volleyball	$40 – $80
Field Sports	$25 – $80
Soccer	$40- $60

Adult Programs

Program	Fee Range
Men's Basketball (per team)	$395 – $450
Volleyball (per team)	$200 – $300
Softball	$375 – $400
Pickleball – Leagues, Tournaments & Lessons	$10 – $100
Outdoor Recreation Programs	$10 – $200
Adult Soccer	$400/Team

Competitive Teams / Tournaments

Program	Fee Range
Youth Softball / Baseball Tournaments	$460 – $600
Adult Softball Tournament (per team)	$300 – $600

Special Events

Event Type	Fee
Races / Rides	Dependent on sponsorship and type

Equipment Rentals

Equipment	Fee
Volleyball Equipment Bag	$10 – $40 per day
Disc Golf Set (12 discs)	$10 – $40 per day
Pickleball Equipment (4 paddles / 2 balls)	$10 – $40 per day

Additional Fees & Policies

Item	Details
Registration Fees (Non-Resident)	Additional $5 fee
Late Fees	$5

4. Community Center Fees

Community Center Community Program Participation Fees

Category	Fee
Participation Fee	$5 – $35 (per participant, per program)
Co-Sponsored Event Participation Fee	At the discretion of the instructor

5. Mantua Reservoir User Fees

Category	Fee
Daily Use Fee	$5
Brigham City / Mantua Resident Seasonal Pass	$35
Senior Citizen Seasonal Pass	$35
General Seasonal Pass	$50

6. Museum

Research Requests

Category	Fee
First Hour	No Charge
Each Additional Hour	$15 per hour

Digital Images

Category	Residents	Non-Residents
1–5 Images	No Charge	$25
Each Additional Image	$10	$10

Publication Fees

Category	Commercial Publication	Non-Profit / Academic	Online Publications / Periodicals / Print Runs Under 500
1–5 Images	$200	$100	$50
Each Additional Image	$50	$25	$15

Physical Media

Category	Fee / Notes
CD, Thumb Drive (Museum Provided), In Person or USPS	$30
User Provided CD or Thumb Drive	Actual Shipping charge applies
Photocopies / Scans (5+ pages)	$0.10 per page
Photo Quality Print (Up to 8.5" x 11")	$20
Larger Prints / Canvas / Other	Actual cost of materials and shipping

5-1-110 LIBRARY (RESERVED)

5-1-111 ANIMAL SERVICES

Resident Fees

Animal Reclaimed by Owner

Offense	Altered	Unaltered
1st Offense	$40	$60
2nd Offense (within 24 months)	$60	$80
3rd Offense (within 24 months)	$80	$120

Service	Fee
Boarding	$10/day
Sterilization	$150

Adoption

Animal	Fee
Dogs	$25
Cats	$25
Other Animals	$20

Surrender Fees

Type	Fee
Individual Animal	$50
Litter	$75
Quarantine (Dogs/Cats)	$100

Reclaim Livestock

Service	Fee
Impound	$60
Boarding	$15
Transportation	$75

Dog Licensing

License Type	Fee
1-Year Sterilized	$15
1-Year Unaltered	$40
3-Year Sterilized	$35
3-Year Unaltered	$100
1-Year Senior Citizen (Sterilized)	$5
3-Year Senior Citizen (Sterilized)	$15
Replacement Tag	$5

Non-Resident Fees

Animal Reclaimed by Owner

Offense	Altered	Unaltered
1st Offense	$50	$70
2nd Offense (within 24 months)	$75	$100
3rd Offense (within 24 months)	$100	$140

Service	Fee
Boarding	$12/day
Sterilization	$150

Adoption

Animal	Fee
Dogs	$25
Cats	$25
Other Animals	$20

Surrender Fees

Type	Fee
Individual Animal	$100
Litter	$150
Quarantine (Dogs/Cats)	$120

Reclaim Livestock

Service	Fee
Impound	$60
Boarding	$15
Transportation	$75

5-1-112 CEMETERY

Interment – Weekday

Service	Resident	Non-Resident
Regular Vault / #2 Child Vault	$650	$1,300
Double 00 Infant Vault / #1 Child Vault	$300	$600
Cremains	$300	$600
Cremation Wall	$200	$400
Overtime Charge (after set hours)	$275/hour	$275/hour

Interment – Saturday

Service	Resident	Non-Resident
Regular Vault / #2 Child Vault	$850	$1,800
Double 00 Infant Vault / #1 Child Vault	$400	$800
Cremains	$400	$800
Cremation Wall	$275	$550
Overtime Charge (after set hours)	$275/hour	$275/hour

Certificates of Burial Rights

Description	Resident	Non-Resident
Plat F-4,5,6 and Plat E-2 (Adult/Full Size Space)	$900	$1,800
Infant Space – Plat D-4	$300	$600

Meditation Garden Cremation Wall

Row	Resident	Non-Resident
Row 1 & 2	$800	$1,600
Row 3	$700	$1,400
Row 4	$500	$1,000

Transfer of Burial Rights

Type	Resident	Non-Resident
Burial Tract	$10 + $10 per tract	$10 + $900 per tract
Cremation Wall	$10 + $10 per wall	$10 + $300 per wall

Disinterment

Type	Fee
Vaulted	$1,800
Non-Vaulted	$2,000
Infants	$400
Cremations	$400

Monument or Marker Change

Type	Fee
Flat Marker	$25
Raised Single Marker	$50
Raised Double Marker	$100

CHAPTER 2 IMPACT FEES

Section

5-2-101 Definitions

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5-2-101 DEFINITIONS.

Words and phrases that are defined in the Impact Fees Act, being U.C.A. Title 11, Chapter 36a, or its successor statute, shall have the same definition in this chapter. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DEVELOPMENT ACTIVITY. Except as otherwise provided in the Impact Fees Act, any construction or expansion of a building, structure or use; any change in use of a building or structure; or any changes in the use of land within the service area that creates additional demand and need for public facilities.

DEVELOPMENT APPROVAL. Any written authorization from the city that authorizes the commencement of development activity.

EQUIVALENT RESIDENTIAL UNIT. The unit of demand that has an impact on the park, fire, police, storm water, wastewater, water, transportation or power infrastructure of the city that is equivalent to a single-family residence.

IMPACT FEE. A payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure.

IMPACT FEE does not include a tax, special assessment, building permit fee, hookup fee, fee for project improvements or other reasonable permit or application fee.

IMPACT FEE ANALYSIS. The written analysis of each impact fee required by U.C.A. § 11-36a-303 of the Impact Fees Act.

IMPACT FEE FACILITIES PLAN. The plan required by U.C.A. § 11-36a-301 of the Impact Fees Act.

PROJECT IMPROVEMENTS. Site improvements and facilities that are: planned and designed to provide service for development resulting from a development activity; necessary for the use and convenience of the occupants or users of development resulting from a development activity; and not identified or reimbursed as a system improvement. PROJECT IMPROVEMENTS does not mean system improvements, as more particularly defined herein.

PROPORTIONATE SHARE. The cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any development activity.

PUBLIC FACILITIES. Impact fee facilities as defined in the Impact Fees Act that have a life expectancy of ten or more years and are owned or operated by or on behalf of a local political subdivision or private entity. For purposes of this chapter, and as defined in the Impact Fees Act, impact fee facilities include those capital facilities described in the Impact Fees Facility Plan.

SERVICE AREA. A geographic area designated by the city on the basis of sound planning or engineering principles in which a public facility, or a defined set of public facilities, provides service within the area. The SERVICE AREA, for purposes of this chapter, is more particularly described in § 34.003 of this chapter.

SYSTEM IMPROVEMENTS. Existing public facilities that are: identified in the impact fee analysis under U.C.A. § 11-36a-304 of the Impact Fees Act; and designed to provide services to service areas within the community at large and future public facilities identified in the impact fee analysis under U.C.A. § 11-36a-304 that are intended to provide service to service areas within the community at large. SYSTEM IMPROVEMENTS do not include project improvements, as defined herein.

(Prior Code, § 6.01.010, § 34.001) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-102 STATUTORY AUTHORITY AND RESTRICTIONS.

(A) Impact Fees Act authority. The city is authorized to impose impact fees subject to and in accordance with applicable provisions of the Impact Fees Act. An IMPACT FEE is defined as a payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure. Impact fees may only be established for public facilities, as defined in U.C.A. § 11-36a-102, that have a life expectancy of ten or more years and are owned or operated by or on behalf of a local political subdivision. Public facilities for which impact fees may be imposed include public facilities for facilities.

(B) Impact Fees Act restrictions. Pursuant to U.C.A. § 11-36a-202 of the Impact Fees Act, the city may not impose an impact fee to:

(1) Cure deficiencies in public facilities serving existing development;

(2) Raise the established level of service of a public facility serving existing development;

(3) Recoup more than the local political subdivision's costs actually incurred for excess capacity in an existing system improvement; or

(4) Include an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the Federal Office of Management and Budget for federal grant reimbursement.

(Prior Code, § 6.01.020, § 34.002) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-103 SERVICE AREA.

The Impact Fees Act requires the city to establish one or more service areas within which the city will calculate and impose a particular impact fee. The service area within which the proposed impact fees will be imposed includes all of the area within the corporate limits and jurisdictional boundaries of the city.

(Prior Code, § 6.01.030, § 34.003) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-104 IMPACT FEE FACILITIES PLAN.

(A) Impact fee facilities plan required. Pursuant to U.C.A. § 11-36a-301 of the Impact Fees Act, before imposing or amending an impact fee, the city is required to prepare an impact fee facilities plan to determine the public facilities required to serve development resulting from new development activity. The impact fee facilities plan shall identify the demands placed upon existing public facilities by new development activity and the proposed means by which the city will meet those demands.

(B) Citywide Impact Fees Facilities Plan. The city has, through its consultants, researched and analyzed the factors set forth in U.C.A. § 11-36a-302 of the Impact Fees Act and has caused to be prepared a Citywide Impact Fees Facilities Plan ("IFFP"). The IFFP has been prepared based on reasonable growth assumptions for the city and general demand characteristics of current and future users of facilities. The IFFP identifies the impact on system improvements created by development activity and estimates the proportionate share of the costs of impacts on system improvements that are reasonably related to new development activity. As shown in the IFFP, the city has considered all revenue sources to finance the impacts on system improvements, including grants, bonds, interfund loans, impact fees and anticipated or accepted dedications of system improvements. The IFFP establishes that impact fees are necessary to maintain proposed level of service that complies with applicable provisions of U.C.A. § 11-36a-302 of the Impact Fees Act.

(C) Plan certification. The IFFP includes a written certification in accordance with U.C.A. § 11-36a-306 of the Impact Fees Act from the person or entity that prepared the plan certifying that the IFFP complies in each and every relevant respect with the Impact Fees Act.

(D) Compliance with noticing requirements. All noticing requirements set forth in the Impact Fees Act, including, but not limited to, provisions of U.C.A. Title 11, Chapter 36a, Part 5, Notice, including notice of intent to prepare an impact fee facilities plan, notice to adopt or amend an impact fee facilities plan, notice of preparation of impact fee analysis and notice of intent to adopt impact fee enactment, have been provided. Copies of the IFFP and IFA, together with a summary designed to be understood by a lay person, and this chapter, have been made available to the public by placing a copy of the IFFP and IFA, together with the summary, and this chapter, in the City Library and the City Recorder's office at City Hall at least ten days before the public hearing.

(Prior Code, § 6.01.040, § 34.004) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-105 IMPACT FEE ANALYSIS.

(A) Impact fee analysis required.

(1) Pursuant to U.C.A. § 11-36a-303 of the Impact Fees Act, each local political subdivision intending to impose an impact fee shall prepare a written analysis of each impact fee to be imposed and a summary of the impact fee analysis designed to be understood by a lay person.

(2) The impact fee analysis identifies the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity; identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility; demonstrates how the anticipated impacts are reasonably related to the anticipated development activity; estimates the proportionate share of the costs for existing capacity that will be recouped and the costs of impacts on system improvements that are reasonably related to the new development activity and identifies how the impact fee is calculated.

(B) Impact fees analysis.

(1) The city has, through its consultants, researched and analyzed the factors set forth in U.C.A. § 11-36a-304 of the Impact Fees Act, including the proportionate share analysis required therein, and has caused to be prepared an Impact Fees Analysis ("IFA").

(2) The IFA identifies the impacts upon public facilities required by the development activity and demonstrates how those impacts on system improvements are reasonably related to the development activity, estimates the proportionate share of the costs of impacts on system improvements that are reasonably related to the development activity and identifies how the impact fees are calculated.

(C) Analysis certification. The IFA includes a written certification in accordance with U.C.A. § 11-36a-306 of the Impact Fees Act from the person or entity that prepared the analysis certifying that the IFA complies in each and every relevant respect with the Impact Fees Act.

(D) Compliance with noticing requirements.

(1) All noticing requirements set forth in the Impact Fees Act, including, but not limited to, provisions of U.C.A. Title 11, Chapter 36a, Part 5, Notice, including notice of intent to prepare an impact fee facilities plan, notice to adopt or amend an impact fee facilities plan, notice of preparation of impact fee analysis and notice of intent to adopt impact fee enactment, have been provided.

(2) Copies of the IFFP and IFA, together with a summary designed to be understood by a lay person, and this chapter, have been made available to the public by placing a copy of the IFFP and IFA, together with the summary, and this chapter, in the City Library and the City Recorder's office at City Hall at least ten days before the public hearing.

(Prior Code, § 6.01.050,) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-106 CALCULATION OF IMPACT FEES.

(A) Impact fee calculations.

(1) Pursuant to U.C.A. § 11-36a-305, in calculating an impact fee, the city may include: the construction contract price; the cost of acquiring land, improvements, materials and fixtures; the cost for planning, surveying and engineering fees for services provided for and directly related to the construction of the system improvements; and debt service charges if the city might use impact fees as a revenue stream to pay principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

(2) In calculating the proposed impact fees, the city has based such amounts calculated on realistic estimates and the assumptions underlying such estimates are more particular disclosed in the IFA.

(B) Previously incurred costs.

(1) To the extent that new growth and development will be served by previously constructed improvements, the city's impact fees may include public facility costs and outstanding bond costs related to the improvements previously incurred by the city.

(2) As provided in the IFA, a buy-in component is contemplated in the analysis and therefore the interest costs associated with any outstanding storm bond obligations have been included in the calculation of the impact fees.

(Prior Code, § 6.01.060, § 34.006) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-107 SCHEDULE AND FORMULA

(A) Impact fee schedule or formula required. Pursuant to U.C.A. § 11-36a-402 of the Impact Fees Act, the city is required to provide a schedule of impact fees for each type of development activity that specifies the amount of the impact fee to be imposed for each type of system improvement or the formula that the city will use to calculate each impact fee.

(B) Maximum impact fee schedule. Based on the IFA, the maximum impact fees which the city may impose on development activity within the defined service area is set forth in the following schedules:

Table 1: Maximum Impact Fee Per Unit						
	Single-Family		***Multi-Family***		***Non-Residential***	
Table 1: Maximum Impact Fee Per Unit						
	Single-Family		***Multi-Family***		***Non-Residential***	
	Max. Impact Fee Per Land Use	***Adopted Impact Fee***	***Max. Impact Fee Per Land Use***	***Adopted Impact Fee***	***Max. Impact Fee Per Land Use***	***Adopted Impact Fee***
Fire	$171	$171	$171	$171	$350	$350
Parks	$3,115	$2,639	$1,746	$1,746	-	-
Police	$10	-	$10	-	$13	-
Power	See Charts Below					
Storm water (per ERU)	$1,026	$1,026	$1,026	$1,026	$1,026	$1,026
Transportation	$354	$354	$249	$249	See Chart Below	
Waste water (per ERU)	$1,689	$1,689	$1,689	$1,689	$1,689	$1,689
Water (per ERU)	$2,366	$2,366	$2,366	$2,366	$2,366	$2,366

Table 1.1: Maximum Impact Fee Per Unit			
	Single-Family (Unit/ERU)	***Multi-Family (Unit/ERU)***	***Non-Residential (KSF/ERU)***
Fire	$946	$946	$1,490
Parks and recreation	$4,618	$2,574	-
Police	$1,120	$1,120	$1,243
Power	See Charts Below		
Storm water (per ERU)	$1,232	$1,232	$1,232
Transportation	$1,716	$1,227	$4,782
Wastewater (per ERU)	$2,472	$2,472	$2,472
Water (per ERU)	$7,034	$7,034	$7,034

Table 2: Transportation Impact Fee By Land Use Type								
Land Use	***ITE Code***	***Unit***	***Daily Trips***	***Trip End Adjustment***	***Pass By and Internal Adjustme nt***	***Net Trip***	***Max. Impact Fee Per Land Use***	***Adopted Impact Fee***
Table 2: Transportation Impact Fee By Land Use Type								
Land Use	***ITE Code***	***Unit***	***Daily Trips***	***Trip End Adjustment***	***Pass By and Internal Adjustment***	***Net Trip***	***Max. Impact Fee Per Land Use***	***Adopted Impact Fee***
Light industrial	110	1,000 SF	6.97	50%	90%	3.1	$232	$232
Multi-family residential	220	Residential Unit	6.72	50%	100%	3.4	$249	$249
Office	710	1,000 SF	11.01	50%	65%	3.6	$265	$265
Residential PUD	270	Residential Unit	4.5	50%	100%	2.3	$167	$167
Shopping center	820	1,000 SF	58.93	50%	45%	13.3	$981	$981
Single-family residential	210	Residential Unit	9.57	50%	100%	4.8	$345	$345
Warehouse/industrial	130	1,000 SF	6.96	50%	90%	3.1	$232	$232

Table 1.2: Transportation Impact Fee By Land Use Type							
Development Type	***ITE Code***	***Unit***	***AADT (Weekday)***	***Pass-By Adjustment***	***Entering/Exiting***	***ADJ Trip Rate***	***Calculated Fee***
Assisted living	254	Beds	2.60	0.00	0.50	1.30	$473
Church	560	KSF	7.60	0.00	0.50	3.80	$1,383
Clinic	630	KSF	37.60	0.00	0.50	18.80	$6,843
Daycare center	565	KSF	47.62	0.44	0.50	13.33	$4,853
Department store	875	KSF	22.88	0.00	0.50	11.44	$4,164
Discount club	857	KSF	42.26	0.34	0.50	13.95	$5,076
Drive-in bank	912	KSF	100.35	0.35	0.50	32.61	$11,871
Elementary school	520	Students	2.27	0.00	0.50	1.14	$413

Free-standing discount store	813	KSF	50.52	0.29	0.50	17.93	$6,528
General office	**710**	**KSF**	**10.84**	**0.00**	**0.50**	**5.42**	**$1,973**
Hardware/paint store	816	KSF	8.07	0.26	0.50	2.99	$1,087
High school	525	Students	1.94	0.00	0.50	0.97	$353
High turnover/sit down restaurant	932	KSF	107.20	0.43	0.50	30.55	$11,121
Home improvement superstore	862	KSF	30.74	0.42	0.50	8.91	$3,245
Hotel	310	Rooms	7.99	0.00	0.50	4.00	$1,454
Industrial park	130	KSF	3.37	0.00	0.50	1.69	$613
Light industrial	**110**	**KSF**	**4.87**	**0.00**	**0.50**	**2.44**	**$886**
Medical dental office	720	KSF	36.00	0.00	0.50	18.00	$6,552
Middle/Jr. high school	522	Students	2.10	0.00	0.50	1.05	$382
Mini warehouse	151	KSF	1.45	0.00	0.50	0.73	$264
Multi-family high rise	222	Unit	4.54	0.00	0.50	2.27	$826
Multi-family low rise	**220**	**Unit**	**6.74**	**0.00**	**0.50**	**3.37**	**$1,227**
New car sales	841	KSF	27.06	0.00	0.50	13.53	$4,925
Nursing home	620	Beds	3.06	0.00	0.50	1.53	$557
Pharmacy/drugstore with drive-through	881	KSF	108.40	0.49	0.50	27.64	$10,062
Quality restaurant	931	KSF	83.84	0.44	0.50	23.48	$8,545
Senior adult housing – attached	252	Occ. Unit	3.24	0.00	0.50	1.62	$590
Senior adult housing – detached	251	Unit	4.31	0.00	0.50	2.16	$784
Shopping center/general commercial	**820**	**KSF**	**37.01**	**0.29**	**0.50**	**13.14**	**$4,782**
Single-family residential	**210**	**Unit**	**9.43**	**0.00**	**0.50**	**4.72**	**$1,716**
Supermarket	850	KSF	93.84	0.24	0.50	35.66	$12,980
Tire store	848	KSF	27.69	0.25	0.50	10.38	$3,780
Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition.							

Table 3: Power Impact Fee – Residential Single Phase Service Sizes				
AMPS	***KVA***	***Peak Demand (kW)***	***Max. Impact Fee***	***Adopted Impact Fee***
Table 3: Power Impact Fee – Residential Single Phase Service Sizes				
AMPS	***KVA***	***Peak Demand (kW)***	***Max. Impact Fee***	***Adopted Impact Fee***
100	24	3	$1,026	$1,026
125	30	4	$1,368	$1,368
150	36	5	$1,710	$1,710
200	48	6	$2,052	$2,052
225	54	8	$2,736	$2,736
400	96	24	$4,104	$4,104

Table 4: Power Impact Fee – Commercial Single Phase Service Sizes				
AMPS	***KVA***	***Peak Demand (kW)***	***Max. Impact Fee***	***Adopted Impact Fee***
100	24	3	$1,026	$1,026
125	30	5	$1,710	$1,710
150	36	7	$2,394	$2,394
200	48	12	$4,104	$4,104
400	96	19	$6,498	$6,498

Table 5: Power Impact Fee – Commercial 3 Phase (120/208V) or (120/240V) Service Sizes				
AMPS	***KVA***	***Peak Demand (kW)***	***Max. Impact Fee***	***Adopted Impact Fee***
Table 5: Power Impact Fee – Commercial 3 Phase (120/208V) or (120/240V) Service Sizes				
AMPS	***KVA***	***Peak Demand (kW)***	***Max. Impact Fee***	***Adopted Impact Fee***
125	45	9	$3,078	$3,078
150	54	14	$4,788	$4,788
200	72	18	$6,156	$6,156
400	144	36	$12,312	$12,312
600	216	54	$24,624	$24,624
800	288	72	$24,624	$24,624
1000	360	90	$30,780	$30,780
1200	432	108	$36,936	$36,936
1600	576	144	$49,248	$49,248
2000	720	180	$61,560	$61,560

Table 6: Power Impact Fee – Commercial Phase 3 (120/240V) Service Sizes				
AMPS	***KVA***	***Peak Demand (kW)***	***Max. Impact Fee***	***Adopted Impact Fee***
125	52	9	$3,078	$3,078
150	62	14	$4,788	$4,788

Table 6: Power Impact Fee – Commercial Phase 3 (120/240V) Service Sizes				
AMPS	***KVA***	***Peak Demand (kW)***	***Max. Impact Fee***	***Adopted Impact Fee***
Table 6: Power Impact Fee – Commercial Phase 3 (120/240V) Service Sizes				
AMPS	***KVA***	***Peak Demand (kW)***	***Max. Impact Fee***	***Adopted Impact Fee***

200	83	18	$6,156	$6,156
400	166	36	$12,312	$12,312
600	249	54	$18,468	$18,468
800	332	72	$24,624	$24,624
1000	415	90	$30,780	$30,780
1200	498	108	$36,936	$36,936
1600	664	144	$49,248	$49,248
2000	830	180	$61,560	$61,560

Table 7: Power Impact Fee – Commercial Phase 3 (227/480V) Service Sizes				
AMPS	***KVA***	***Peak Demand (kW)***	***Max. Impact Fee***	***Adopted Impact Fee***
Table 7: Power Impact Fee – Commercial Phase 3 (227/480V) Service Sizes				
AMPS	***KVA***	***Peak Demand (kW)***	***Max. Impact Fee***	***Adopted Impact Fee***
125	104	20	$6,840	$6,840
150	125	30	$10,260	$10,260
200	166	42	$14,364	$14,364
400	332	83	$28,386	$28,386
600	498	125	$42,750	$42,750
800	664	166	$56,772	$56,772
1000	830	208	$71,136	$71,136
1200	996	249	$85,158	$85,158
1600	1329	333	$113,886	$113,886
2000	1661	416	$142,272	$142,272

(Prior Code, § 6.01.070) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-108 ADJUSTMENTS AND CREDITS.

(A) Adjustments.

(1) In accordance with U.C.A. § 11-36a-402 of the Impact Fees Act, the city may adjust the impact fees at the time the fee is charged to respond to:

(a) Unusual circumstances in specific cases;

(b) A request for a prompt and individualized impact fee review for the development activity of the state, a school district or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected; and

(c) To ensure that impact fees are imposed fairly.

(2) The impact fees assessed to a particular development may also be adjusted should the developer supply sufficient written information, studies and/or data to the city showing a discrepancy between the fee being assessed and the actual impact on the system.

(B) Developer credits.

(1) In accordance with U.C.A. § 11-36a-402 of the Impact Fees Act, a developer, including a school district or a charter school, may be allowed a credit against impact fees or proportionate reimbursement of impact fees if the developer:

(a) Dedicates land for a system improvement;

(b) Builds and dedicates some or all of a system improvement; or

(c) Dedicates a public facility that the city and the developer agree will reduce the need for a system improvement; provided that, the system improvement is:

1. Identified in the city's IFFP; and

2. Required by the city as a condition of approving the development activity.

(2) To the extent required in U.C.A. § 11-36a-402, the city shall provide a credit against impact fees for any dedication of land for, improvements to or new construction of any system improvements provided by the developer if the facilities are:

(a) System improvement; or

(b) Dedicated to the public and offset the need for an identified system improvement.

(C) Exemption for "public purpose".

(1) The City Council may, on a project by project basis, authorize exceptions or adjustments to the impact fees for development activity attributable to:

(a) Low income housing;

(b) The state;

(c) A school district;

(d) A charter school; or

(e) Other development activity which the City Council determines to have a broad public purpose.

(2) Exemptions provided under this division (C) shall be by resolution of the City Council.

(3) For development activities requesting an exemption as serving a broad public purpose, the City Council shall find that such activities will provide benefits to the citizens of the city as a whole and will accomplish a defined purpose of the city's General Plan that may otherwise require the expenditure of city funds to accomplish. If the City Council is unable to make such a finding, no exemption shall be provided.

(4) The City Council shall consider requests for exemption of development activities due to the provision of low income housing only under the following circumstances:

(a) The developer is a bona fide non-profit organization which has the provision of low income housing as a principal objective;

(b) The developer has established procedures that will ensure that the dwelling or dwellings for which the exemption is requested will remain affordable to low income households for a period of not less than 30 years;

(c) The developer has established procedures that will guarantee the long-term maintenance and upkeep of the low income housing development, including all structures, landscaping and other site features; and

(d) The Planning Commission and City Council find that the project demonstrates quality in site planning and architecture.

(D) Impact Fee Adjustment Committee. Requests for adjustment or exemption of impact fees, or for developer credits, shall be reviewed by the Impact Fee Adjustment Committee (the "Committee"), which shall be comprised of three members, which shall be the Community and Economic Development Director, the Chief Building Official and the City Engineer. The Director of Public Works and the Director of Public Power shall advise the Committee, and may act as alternate members in the event that one of the Committee members is unable to attend. Committee members may also designate a member of their respective departments to act as their alternate in the event they are unable to attend.

(1) All requests for adjustment or exemption of impact fees or developer credits shall be submitted to the Community and Economic Development Department, which shall forward the request to the Committee. The Committee shall convene as needed to review all requests.

(2) Requests for adjustment or exemption of impact fees or developer credits must be requested in writing by the developer, and must include evidence supporting the request, and compiled, as applicable, in a standard form as it relates to equivalent residential units, as defined herein.

(3) If the request for adjustment or exemption or developer credit is the result of land dedication, or improvement of new public services or buildings, then a fair market appraisal shall be made of the proposal and shall be submitted, with any other evidence, to the Committee for

review. The appraisal shall be at the expense of the developer. Land dedication must first be approved by the City Council.

(a) All submitted requests shall be reviewed by the Committee within 14 days from the date a complete application is submitted, and all decisions of the Committee shall be submitted in writing to the developer within 30 days following the Committee meeting.

(b) The Committee is authorized or deny requests for adjustment of impact fees. In such cases, the Committee's decision may be appealed to the City Council.

(c) The Committee shall make recommendations to the City Council regarding requests for exemption of impact fees.

(d) Minutes of Committee meetings shall be submitted to the City Council.

(e) The Committee shall be subject to the requirements of the state's Open and Public Meetings Act (U.C.A. Title 52, Chapter 4).

(4) Except for the exemption of low income housing, in the event that the City Council exempts a project from the payment of all or a portion of impact fees, it shall establish one or more sources of funds other than impact fees to offset funds that would otherwise be paid in the form of impact fees. Applications for exceptions are to be filed with the city at the time the applicant first requests the extension of service to the applicant's development or property.

(Prior Code, § 6.01.080, § 34.008) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-109 NOTICE AND HEARING.

(A) Notice.

(1) All noticing requirements set forth in the Impact Fees Act, including, but not limited to, provisions of U.C.A. Title 11, Chapter 36a, Part 5, Notice, including notice of intent to prepare an impact fee facilities plan, notice to adopt or amend an impact fee facilities plan, notice of preparation of impact fee analysis and notice of intent to adopt impact fee enactment, have been provided.

(2) Copies of the IFFP and IFA, together with a summary designed to be understood by a lay person, and this chapter, have been made available to the public by placing a copy of the IFFP and IFA, together with the summary, and this chapter, in the City Library and the Recorder's office at City Hall at least ten days before the public hearing. Notice has also been provided in accordance with applicable provisions of U.C.A. § 10-9a-205.

(B) Hearing. The City Council held a public hearing regarding the IFFP, the IFA and this chapter, on 5-17-2018, and a copy of the ordinance was available in its substantially final form at the City Library and the City Recorder's office in the City Hall at least ten days before the date of the hearing, all in conformity with the requirements of U.C.A. § 10-9a-205 and applicable noticing provisions of the Impact Fees Act.

(Prior Code, § 6.01.090, § 34.009) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-110 IMPACT FEE ACCOUNT AND EXPENDITURES.

(A) Impact fees accounting. Pursuant to U.C.A. § 11-36a-601 of the Impact Fees Act, the city will establish a separate interest bearing ledger account for each type of public facility for which an impact fee is collected, deposit a receipt for an impact fee in the appropriate ledger account established herein and retain the interest earned on each fund or ledger account in the fund or ledger account.

(B) Reporting. At the end of each fiscal year, the city shall prepare a report on each fund or ledger account showing the source and expenditures as required by law. Annually, the city shall produce and transmit to the State Auditor a certified report in accordance with U.C.A. § 11-36a-601 in a format developed by the State Auditor.

(C) Impact fee expenditures.

(1) Pursuant to U.C.A. § 11-36a-602 of the Impact Fees Act, the city may expend impact fees only for a system improvement:

(a) Identified in the IFFP; and

(b) For the specific public facility type for which the fee was collected.

(2) Impact fees will be expended on a first-in, first-out basis.

(D) Time of expenditure. Except as otherwise provided by law, the city shall expend or encumber impact fees for a permissible use within six years of their receipt. For purposes of this calculation, the first funds received shall be deemed to be the first funds expended.

(E) Extension of time. Pursuant to U.C.A. § 11-36a-602 of the Impact Fees Act, the city may hold the impact fees for longer than six years if it identifies in writing:

(1) An extraordinary and compelling reason why the fees should be held longer than six years; and

(2) An absolute date by which the fees will be expended.

(F) Refunds.

(1) Pursuant to U.C.A. § 11-36a-603 of the Impact Fees Act, the city shall refund any impact fees paid by a developer, plus interest earned, when:

(a) The developer does not proceed with the development activity and has a written request for a refund;

(b) The fees have not been spent or encumbered; and

(c) No impact has resulted.

(2) An impact that would preclude a developer from a refund from the city may include any impact reasonably identified by the city, including, but not limited to, the city having sized facilities and/or paid for, installed and/or caused the installation of facilities based in whole or in part upon the developer's planned development activity even though that capacity may, at some future time, be utilized by another development.

(G) Other impact fees. To the extent allowed by law, the City Council may negotiate or otherwise impose impact fees and other fees different from those currently charged. Those charges may, at the discretion of the City Council, include, but not be limited to, reductions or increases in impact fees, all or part of which may be reimbursed to the developer who installed improvements that service the land to be connected with the city's system.

(H) Additional fees and costs. The impact fees authorized herein are separate from, and in addition to, user fees and other charges lawfully imposed by the city and other fees and costs that may not be included as itemized component parts of the impact fee schedule. In charging any such fees as a condition of development approval, the city recognizes that the fees must be a reasonable charge for the service provided.

(I) Fees effective at time of payment. Unless otherwise provided in the city code, the city will collect the impact fees prior to final plat recording or prior to building permit issuance, as applicable. The fees will be calculated by the city. Unless the city is otherwise bound by a contractual requirement, the impact fees shall be determined from the fee schedule in effect at the time of payment.

(J) Imposition of additional fee or refund after development. Should any developer undertake development activities such that the ultimate acreage or other impact of the development activity is not revealed to the city, either through inadvertence, neglect, a change in plans or any other cause whatsoever, and/or the impact fee is not initially charged against all acreage within the development, the city shall be entitled to charge an additional impact fee to the developer or other appropriate person covering the acreage for which an impact fee was not previously paid.

(Prior Code, § 6.01.100, § 34.009) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-111 CHALLENGES TO IMPACT FEES.

(A) Request for information. Pursuant to U.C.A. § 11-36a-701, a person or entity required to pay an impact fee who believes the impact fee does not meet the requirements of law may file a written request for information with the City Administrator. As required by law, the City Administrator shall, within two weeks after the receipt of the request for information provide the person or entity with the IFFP, the IFA and any other relevant information relating to the impact fee.

(B) Advisory opinion. A potentially aggrieved person may request an advisory opinion from a neutral third party regarding compliance of the impact fees with the Impact Fees Act by filing such request with the office of the Property Rights Ombudsman in accordance with the procedures and provisions of U.C.A. Title 13, Chapter 43, known as the Property Rights Ombudsman Act. The aggrieved party requesting an advisory opinion is not required to exhaust

the administrative appeals procedures set forth in division (C) below before requesting an advisory opinion.

(C) Appeal. A person or entity that has paid impact fees under the provisions of this chapter may challenge such impact fees pursuant to the provisions set forth in U.C.A. Title 11, Chapter 36a, Part 7, of the Impact Fees Act regarding challenges.

(1) Grounds for challenge. Pursuant to U.C.A. § 11-36a-701, a person or entity that has paid impact fees under the provisions of this chapter may challenge:

(a) The impact fees;

(b) Whether the city complied with the notice requirements of the Impact Fees Act with respect to the imposition of the impact fees; and/or

(c) Whether the city complied with other procedural requirements of the Impact Fees Act for imposing the impact fee.

(2) Sole remedy. The sole remedy for challenging the notice requirements is the equitable remedy of requiring the city to correct the defective notice and repeat the process. The sole remedy for challenging the impact fee is a refund of the difference between what the person or entity paid as an impact fee and the amount the impact fee should have been if it had been correctly calculated. Reasonable attorney's fees may be awarded to the substantially prevailing party to the extent provided in the Impact Fees Act.

(3) Imitation. A challenge to an impact fee is initiated by filing:

(a) An appeal to the City Council pursuant to the administrative appeal procedures set forth herein;

(b) A request for arbitration as provided in U.C.A. § 11-36a-705 of the Impact Fees Act; or

(c) An action in district court.

(D) Time restrictions. The time for filing a challenge to the impact fees shall be filed in accordance with the time limitations set forth in U.C.A. § 11-36a-702, depending upon the type of challenge. The deadline to file an action in district court is tolled from the date that a challenge is filed using the administrative procedures set forth in division (C) above until 30 days after which a final decision is rendered in the administrative appeals procedure.

(1) Administrative appeal procedure. The city hereby adopts an administrative appeal procedure to consider and decide challenges to the impact fees. Any person or entity that has paid an impact fee pursuant to this chapter may challenge or appeal the impact fee by filing written notice of administrative appeal with the city within 30 days after the day on which the person or entity paid the impact fee. The notice of appeal shall set forth the grounds for the appeal and shall include any applicable filing fees as set forth in the city's Consolidated Fee Schedule. Upon receiving the written notice of appeal, the City Council shall set a hearing date to consider the merits of the challenge or appeal. The person or entity challenging or appealing the fee may appear at the hearing and present any written or oral evidence deemed relevant to the challenge or appeal. Representatives of the city may also appear and present evidence to support

the imposition of the fee. The City Council shall hold a hearing and make a decision within 30 days after the date the challenge or appeal is filed.

(2) Mediation. In addition to the methods of challenging an impact fee as provided herein, a specified public agency may require the city to participate in mediation of any applicable impact fee in accordance with the provisions of U.C.A. § 11-36a-704 of the Impact Fees Act. A written request for mediation must be filed in accordance with U.C.A. § 11-36a-704 no later than 30 days after the day on which the impact fee is paid.

(3) Declaratory judgment action. Pursuant to U.C.A. § 11-36a-701, a person or entity residing in or owning property within the service area, or an organization, association or a corporation representing the interests of persons or entities owning property within the service area are deemed to have standing to file a declaratory judgment action challenging the validity of an impact fee.

(Prior Code, § 6.01.110, § 34.011) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-112 INTERPRETATION.

This chapter has been divided into sections, divisions and clauses for convenience only and the interpretation of this chapter shall not be affected by such division or by any heading contained herein.

(Prior Code, § 6.01.120, § 34.012) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

5-2-113 OTHER IMPACT FEES NOT REPEALED.

Except as otherwise specifically provided herein, this chapter shall not repeal, modify or affect any impact fee of the city in existence as of the effective date of this chapter.

(Prior Code, § 6.01.120, § 34.013) (Ord. 18-05, passed 5-17-2018; Ord. 24-33, passed 12-5-2024)

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Mark Bradley

2. DEPARTMENT OR DIVISION: Community & Economic Development

3. DATE INITIATED: 2/20/26

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 approximately 1200 West and SR-13 and the north side of the Brigham City Airport. Brigham City Corporation, petitioner.

5. ESTIMATED TIME NEEDED: 5 minutes

6. PROPOSED DATE FOR COUNCIL ACTION: 3/19/26

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

8. REVIEW

Date	Name	Signature	Attachment
2/20/26	Mark Bradley	Mark Bradley	↘
2/23/26	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 (Brigham City Properties).

Name of Person Requesting Legal Review: Mark Bradley

Date Sent: February 23, 2026 Review Date Deadline: February 26, 2026

Reviewed by Attorney: _____ Date: 3/2/26

X Reviewed and acceptable as submitted
_____ See suggested changes

Returned to: Mark Bradley Date: 3/2/26

X Accepted as Received

Submitted to Mayor's Office By: MB Date: 3/2/2026

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 #26-002

Date: February 20, 2026

CITY COUNCIL AGENDA:
March 19, 2026

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

OVERVIEW:
This consideration is associated with a petition to annex Brigham City properties into Brigham City. A zoning designation is to be applied to each property within an annexation area at time of annexation. The proposed zoning districts include M-D (Manufacturing-Distribution) and A-5 (Agricultural). The proposed zoning districts are consistent with the General Plan Land Use designation of "Office/Light Industrial" and "Agricultural".

Parcel No.	Proposed Zoning District	General Plan Land Use Designation
03-003-0050	A-5 (north portion) M-D (south portion)	Agriculture Office/Light Industrial
03-067-0029	A-5	Agriculture
03-075-0023	M-D	Office/Light Industrial
03-075-0054	M-D	Office/Light Industrial
03-257-0004	A-5	Agriculture
04-002-0020	M-D	Airport
04-002-0022	M-D	Airport
04-002-0024	M-D	Airport

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 January 15, 2026, the Planning Commission held a public hearing for the proposed zoning districts on February 17, 2026, and recommended approval (3-0 vote) to the City Council of the M-D (Manufacturing-Distribution) and A-5 (Agricultural) zoning districts as noted based on Staff Comments, Recommendations, Stipulations, and the noted Findings of Fact in the Staff Evaluation.

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. ***The applicant has submitted an updated annexation plat for second review to address the staff and County Recorder's Office comments.***

ATTACHMENTS:

1. Staff Evaluation
2. Exhibits
3. Prepared Ordinance

BRIGHAM CITY, UTAH
PLANNING COMMISSION
STAFF EVALUATION

PETITIONER: Brigham City Corporation
OWNERS: Brigham City Corporation
ADDRESS: Approx 1200 West & SR-13, and north side of Brigham City Airport
APPLICATION NO.: 26-002
ANNEXATION AREA: 495 acres
ZONING DISTRICT: County
DATE: February 3, 2026
PARCEL NO: 03-003-0050, 03-067-0029, 03-075-0023, 03-075-0054, 03-257-0004, 04-002-0020, 04-002-0022, 04-002-0024

PLANNING COMMISSION MEETING: February 17, 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 M-D (Manufacturing-Distribution) and A-5 (Agricultural). The proposed zoning districts are consistent with the General Plan Future Land Use designation of "Office/Light Industrial" and "Agriculture".

Parcel No.	Proposed Zoning District	General Plan Land Use Designation
03-003-0050	A-5 (north portion) M-D (south portion)	Agriculture Office/Light Industrial
03-067-0029	A-5	Agriculture
03-075-0023	M-D	Office/Light Industrial
03-075-0054	M-D	Office/Light Industrial
03-257-0004	A-5	Agriculture
04-002-0020	M-D	Airport
04-002-0022	M-D	Airport
04-002-0024	M-D	Airport

A public hearing is scheduled for the Planning Commission, where they will consider the zoning designation and provide a recommendation to the City Council.

STAFF COMMENTS:

Box Elder County Recorder's Office/GIS:
1. Mayor's signature will need to be acknowledged
2. Update "unknown" parcel to 03-257-0003
3. 03-067-0029 is not listed
4. Update month & year under plat name
5. *See attached plat redlines.*

Community and Economic Development Department:
1. Acceptance By Legislative Body. Update the Utah Code section reference from 10-2-403 to 10-2-813. It was recodified in May 2025.

2. Acknowledgement. The County Recorder's Office started to require the Mayor's signature to be a notarized acknowledgement. Below is one that has been used with the last two annexation plats. Update year to 2026. *Attached is the Waynco Annexation plat for reference, if needed.*

MUNICIPAL ACKNOWLEDGMENT

STATE OF UTAH)
§
COUNTY OF BOX ELDER)

ON THIS _____ DAY OF _____, 2025, 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.

STATE OF UTAH NOTARY PUBLIC _____

COMMISSION NUMBER _____

NOTARY PRINTED NAME _____

MY COMMISSION EXPIRES _____

Engineering Department:
1. All previous plat-related comments have been addressed.

Fire Department:
1. No comments at this time

GIS Division:
1. This annexation closes well and is looking good on the portions I typically review, no comment from me.

Police Department:
1. No comments

Public Power Department:
1. No concerns

Public Works Department:
(Culinary Water, Street, and Wastewater Treatment/ Storm Drain Divisions)
1. Public Works supports this application

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 proposed M-D and A-5 zoning districts as designated on the General Plan Future Land Use Map and illustrated on the exhibits.

STIPULATIONS:

1. Subject to City Council approving the proposed annexation.

FINDINGS OF FACT:

1. The proposed zoning districts of M-D (Manufacturing-Distribution) and A-5 (Agricultural) are consistent with the City's General Plan Future Land Use designation of "Office/Light Industrial" and "Agricultural".
2. Neighboring properties within 300 feet received a public hearing notice of the Planning Commission meeting.
3. Only the City Council may amend the number, shape, boundaries, area, or general uses of any zoning district (Utah Code, Section 10-20-503).
4. 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.
5. 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)).
6. 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. Annexation Plat
2. Annexation Plat – County Recorder's Office Redlines
3. General Plan Future Land Use Map
4. Zoning Map

PLAT OF ADDITION TO
THE CORPORATE LIMITS OF BRIGHAM CITY
ANNEXATION PLAT ORDINANCE NO. _____,

A PART OF SECTIONS 27, 28, 33 & 34, T10N, R2W,
AND A PART OF SECTIONS 2, 3, 10 & 11, T9N, R2W
SALT LAKE BASE & MERIDIAN
FEBRUARY 2026

LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	45.26'	N 48°10'42" W
L2	374.04'	N 00°08'42" W
L3	535.76'	S 67°15'04" W
L4	64.61'	S 10°21'05" E
L5	76.70'	N 89°23'00" W
L6	25.00'	N 00°37'00" E
L7	76.70'	S 89°23'00" E
L8	64.81'	N 10°21'05" W
L9	513.68'	N 67°15'04" E
L10	30.00'	S 22°44'56" E
L11	119.96'	S 67°15'04" W
L12	142.67'	N 30°11'21" E
L13	272.77'	N 01°27'27" E
L14	343.55'	S 83°48'36" W
L15	853.35'	S 00°13'43" W
L16	341.63'	N 88°36'46" W
L17	173.52'	S 02°32'47" W
L18	531.68'	S 01°34'39" W
L19	32.17'	N 88°22'13" W
L20	330.00'	S 62°48'31" W
L21	43.56'	S 87°10'29" E
L22	130.05'	N 88°22'13" W
L23	66.03'	N 00°00'00" E
L24	432.06'	N 07°15'06" W
L25	619.73'	N 31°35'41" W
L26	237.12'	S 35°54'01" W
L27	266.75'	S 68°54'53" W
L28	973.39'	S 50°08'48" W
L29	118.90'	S 08°40'03" E
L30	661.21'	S 30°44'14" E
L31	20.83'	S 23°36'00" W
L32	489.95'	N 89°42'56" W
L33	1615.73'	N 11°37'43" W
L34	1767.51'	S 89°57'52" E
L35	135.82'	N 89°57'53" W

CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	50.80'	37.50'	77°36'33"	47.00'	S 28°27'00" W
C2	83.71'	47.50'	100°58'22"	73.29'	S 40°07'58" W
C3	39.66'	22.50'	100°59'15"	34.72'	N 40°07'58" E
C4	84.65'	62.50'	77°36'19"	78.33'	N 28°27'00" E
C5	98.27'	50.00'	112°36'34"	83.20'	S 36°26'49" E
C6	170.03'	420.82'	23°09'00"	168.88'	N 78°08'34" W

BOX ELDER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE BOX ELDER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE BOX ELDER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS _____ DAY OF _____, 20____

_____
BOX ELDER COUNTY SURVEYOR

ANNEXATION PARCEL NO. 3 DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING A POINT ON THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE RECORDED AS ENTRY NO. 38969 IN THE BOX ELDER COUNTY RECORDER'S OFFICE, AND ALSO BEING AN ANGLE POINT IN THE BOUNDARY OF ELAINE REEDER HOLDINGS LLC PROPERTY, TAX ID NO. 03-075-0055 LOCATED 133.82 FEET NORTH 89°57'53" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FROM THE NORTH QUARTER CORNER OF SAID SECTION 10;

RUNNING THENCE ALONG THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 35°54'01" WEST 237.12 FEET (SOUTH 35°30'13" WEST 237.14 FEET BY RECORD); (2) SOUTH 68°54'53" WEST (SOUTH 68°11'05" WEST BY RECORD) 266.75 FEET; (3) SOUTH 50°08'48" WEST (SOUTH 49°43'00" WEST BY RECORD) 973.39 FEET; (4) SOUTH 08°40'03" EAST (SOUTH 9°03'51" EAST BY RECORD) 118.90 FEET; AND (5) SOUTH 30°44'14" EAST 661.21 FEET (SOUTH 31°08'03" EAST 661.19 FEET BY RECORD) TO AN ANGLE POINT IN THE BOUNDARY OF REEDER RANCH LLC PROPERTY, TAX ID NO. 03-075-0060; THENCE ALONG THE BOUNDARY OF SAID REEDER RANCH LLC PROPERTY THE FOLLOWING THREE (3) COURSES: (1) SOUTH 23°36'00" WEST 20.83 FEET (SOUTH 23°02'12" WEST 20.84 FEET BY RECORD); (2) ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC 170.03 FEET OF A 420.82 FOOT RADIUS CURVE, CHORD BEARS NORTH 78°08'34" WEST 168.88 FEET, HAVING A DELTA ANGLE OF 23°09'00"; AND (3) NORTH 89°42'56" WEST 489.95 FEET (SOUTH 89°53'16" WEST 488.97 FEET BY RECORD) TO A POINT ON SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE, BEING THE EASTERLY RIGHT-OF-WAY LINE OF 1850 WEST STREET; THENCE ALONG SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 11°37'43" WEST (NORTH 12°01'32" WEST BY RECORD) 1615.73 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID NORTHWEST QUARTER; AND (2) SOUTH 89°57'52" EAST 1767.51 FEET (SOUTH 89°58'19" EAST 1767.53 FEET BY RECORD) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 31.48 ACRES.

MUNICIPAL ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF _____)

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.

WITNESS MY HAND AND OFFICIAL SEAL.

STATE OF UTAH NOTARY PUBLIC_____ NOTARY PRINTED NAME _____

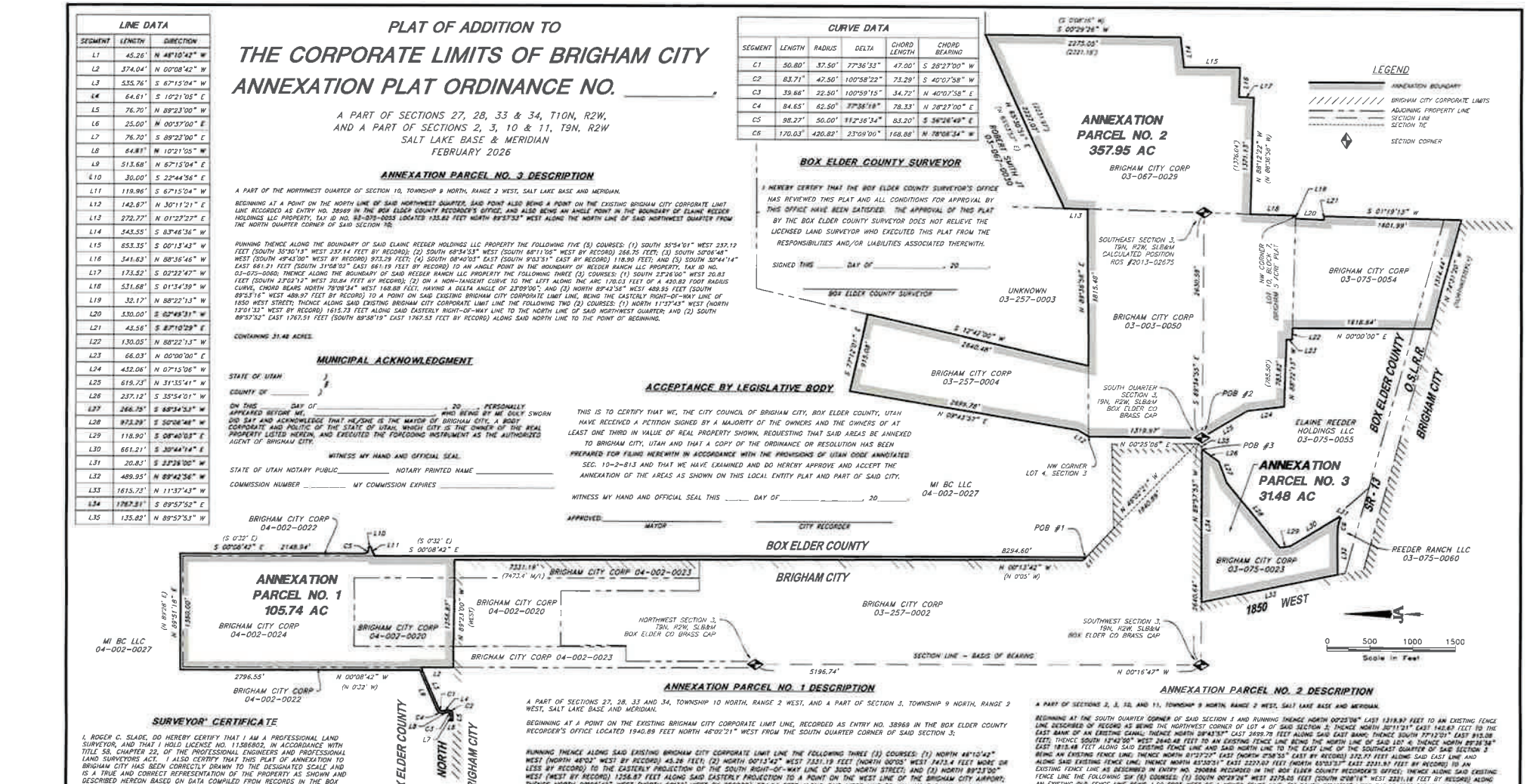
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY 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 OR RESOLUTION HAS BEEN PREPARED FOR FILING HEREWITH IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SEC. 10-2-813 AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS LOCAL ENTITY PLAT AND PART OF SAID CITY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

APPROVED: _____ _____
MAYOR CITY RECORDER



SURVEYOR' CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 11386802, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT. I ALSO CERTIFY THAT THIS PLAT OF ANNEXATION TO BRIGHAM CITY HAS BEEN CORRECTLY DRAWN TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON BASED ON DATA COMPILED FROM RECORDS IN THE BOX ELDER COUNTY RECORDER'S OFFICE.

SIGNED THIS 16TH DAY OF FEBRUARY, 2026

ROGER C. SLADE, PLS
LICENSE NO. 11386802





JONES & ASSOCIATES
CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesciv.com

ANNEXATION PARCEL NO. 1 DESCRIPTION

A PART OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 10 NORTH, RANGE 2 WEST, AND A PART OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE, RECORDED AS ENTRY NO. 38969 IN THE BOX ELDER COUNTY RECORDER'S OFFICE LOCATED 1940.89 FEET NORTH 46°00'21" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3;

RUNNING THENCE ALONG SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 48°10'42" WEST (NORTH 48°03' WEST BY RECORD) 45.26 FEET; (2) NORTH 00°13'42" WEST 7331.19 FEET (NORTH 00°05' WEST 7473.4 FEET MORE OR LESS BY RECORD) TO THE EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 3000 NORTH STREET; AND (3) NORTH 89°23'00" WEST (WEST BY RECORD) 1256.87 FEET ALONG SAID EASTERLY PROJECTION TO A POINT ON THE WEST LINE OF THE BRIGHAM CITY AIRPORT; THENCE NORTH 00°08'42" WEST (NORTH 00°32' WEST BY RECORD) 374.04 FEET ALONG SAID WEST LINE TO AN ANGLE POINT IN THE BOUNDARY OF BRIGHAM CITY CORP PROPERTY, TAX ID NO. 04-002-0022; THENCE ALONG THE BOUNDARY OF SAID BRIGHAM CITY CORP PROPERTY THE FOLLOWING SEVENTEEN (17) COURSES: (1) SOUTH 67°15'04" WEST (SOUTH 68°51'46" WEST BY RECORD) 535.76 FEET; (2) TO THE LEFT ALONG THE ARC 50.80 FEET OF A 37.50 FOOT RADIUS CURVE, CHORD BEARS SOUTH 28°27'00" WEST (SOUTH 28°03'42" WEST BY RECORD) 47.00 FEET, HAVING A DELTA ANGLE OF 77°36'33"; (3) SOUTH 10°21'05" EAST (SOUTH 10°44'23" EAST BY RECORD) 64.61 FEET; (4) TO THE RIGHT ALONG THE ARC 83.71 FEET OF A 47.50 FOOT RADIUS CURVE, CHORD BEARS SOUTH 40°07'58" WEST (SOUTH 39°44'40" WEST BY RECORD) 73.29 FEET, HAVING A DELTA ANGLE OF 100°58'22" TO SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE AND SAID EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 3000 NORTH STREET; (5) NORTH 89°23'00" WEST (NORTH 89°48'18" WEST BY RECORD) 76.70 FEET ALONG SAID EXISTING CORPORATE LIMIT LINE AND SAID EASTERLY PROJECTION; (6) NORTH 00°37'00" EAST (NORTH 00°13'42" EAST BY RECORD) 25.00 FEET; (7) SOUTH 89°23'00" EAST (SOUTH 89°48'18" EAST BY RECORD) 76.70 FEET; (8) ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC 39.66 FEET OF A 22.50 FOOT RADIUS CURVE, CHORD BEARS NORTH 40°07'58" EAST (NORTH 39°44'40" EAST BY RECORD) 34.72 FEET, HAVING A DELTA ANGLE OF 100°58'15"; (9) NORTH 10°21'05" WEST (NORTH 10°44'23" WEST BY RECORD) 64.61 FEET; (10) TO THE RIGHT ALONG THE ARC 84.65 FEET OF A 62.50 FOOT RADIUS CURVE, CHORD BEARS NORTH 28°27'00" EAST (NORTH 28°03'42" EAST BY RECORD) 78.33 FEET, HAVING A DELTA ANGLE OF 77°36'19"; (11) NORTH 67°15'04" EAST (NORTH 68°51'46" EAST BY RECORD) 513.68 FEET TO A POINT DESCRIBED OF RECORD AS 20.00 FEET WESTERLY OF THE WEST LINE OF BRIGHAM CITY AIRPORT PROPERTY; (12) NORTH 00°08'42" WEST (NORTH 00°32' WEST BY RECORD) 2796.55 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (13) NORTH 89°51'18" EAST (NORTH 89°28' EAST BY RECORD) 1360.00 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (14) SOUTH 00°08'42" EAST (SOUTH 00°32' EAST BY RECORD) 2148.94 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (15) TO THE LEFT ALONG THE ARC 98.27 FEET OF A 50.00 FOOT RADIUS CURVE, CHORD BEARS SOUTH 36°26'49" EAST (SOUTH 36°50'01" EAST BY RECORD) 83.20 FEET, HAVING A DELTA ANGLE OF 112°36'34"; (16) SOUTH 22°44'56" EAST (SOUTH 23°08'14" EAST BY RECORD) 30.00 FEET; AND (17) SOUTH 67°15'04" WEST (SOUTH 68°51'46" WEST BY RECORD) 119.96 FEET TO THE EAST LINE OF SAID BRIGHAM CITY AIRPORT PROPERTY; THENCE SOUTH 00°08'42" EAST (SOUTH 00°32' EAST BY RECORD) 8294.60 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 105.74 ACRES.

ANNEXATION PARCEL NO. 2 DESCRIPTION

A PART OF SECTIONS 2, 3, 10, AND 11, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3 AND RUNNING THENCE NORTH 00°25'06" EAST 1319.97 FEET TO AN EXISTING FENCE LINE DESCRIBED OF RECORD AS BEING THE NORTHWEST CORNER OF LOT 4 OF SAID SECTION 3; THENCE NORTH 30°11'21" EAST 142.63 FEET TO THE EAST BANK OF AN EXISTING CANAL; THENCE NORTH 08°43'57" EAST 2699.78 FEET ALONG SAID EAST BANK; THENCE SOUTH 77°12'01" EAST 813.08 FEET; THENCE SOUTH 13°43'56" WEST 2640.48 FEET TO AN EXISTING FENCE LINE BEING THE NORTH LINE OF SAID LOT 4; THENCE NORTH 89°36'34" EAST 1815.48 FEET ALONG SAID EXISTING FENCE LINE AND SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 BEING AN EXISTING FENCE LINE; THENCE NORTH 01°27'27" EAST (NORTH 0°58'55" EAST BY RECORD) 272.77 FEET ALONG SAID EAST LINE AND ALONG SAID EXISTING FENCE LINE; THENCE NORTH 45°30'51" EAST 2227.02 FEET (NORTH 45°03'33" EAST 2231.97 FEET BY RECORD) TO AN EXISTING FENCE LINE AS DESCRIBED IN ENTRY NO. 290886 RECORDED IN THE BOX ELDER COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING SIX (6) COURSES: (1) SOUTH 00°29'26" WEST 2275.05 FEET (SOUTH 0°58'16" WEST 2221.16 FEET BY RECORD) ALONG AN EXISTING OLD FENCE LINE BEING 1.00 FOOT WEST OF A NEWER FENCE LINE; (2) SOUTH 82°44'26" WEST 343.55 FEET (SOUTH 83°27'03" WEST 343.64 FEET BY RECORD); (3) SOUTH 00°13'43" WEST 853.35 FEET (SOUTH 0°19'20" WEST 854.40 FEET BY RECORD); (4) NORTH 88°36'46" WEST 341.63 FEET (NORTH 85°54'14" WEST 344.59 FEET BY RECORD); (5) SOUTH 02°32'47" WEST 173.52 FEET (SOUTH 0°08'30" EAST 190.85 FEET BY RECORD); AND (6) NORTH 88°13'22" WEST 1331.13 FEET (NORTH 88°36'58" WEST 1334.04 FEET BY RECORD) TO THE EAST LINE OF SAID SECTION 10; THENCE SOUTH 01°34'39" WEST (SOUTH 1°39'43" WEST BY RECORD) 531.68 FEET ALONG SAID EAST LINE TO A POINT DESCRIBED OF RECORD AS THE NORTHWEST CORNER OF LOT 10, BLOCK 7, BRIGHAM'S 4 ACRE PLAT; THENCE NORTH 88°22'13" WEST 32.19 FEET TO THE WEST LINE OF THAT CERTAIN PROPERTY RECORDED AS ENTRY NO. 330738; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PROPERTY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 62°48'31" WEST 330.00 FEET; AND (2) SOUTH 87°10'29" EAST 43.56 FEET TO AN EXISTING FENCE LINE ON WEST BOUNDARY OF SAID LOT 7; THENCE SOUTH 01°19'13" WEST 1801.99 FEET ALONG SAID EXISTING FENCE LINE AND SAID WEST BOUNDARY TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE O.S.L.R.R. BEING THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE RECORDED AS ENTRY NO. 83133M; THENCE NORTH 74°31'20" WEST (NORTHWESTERLY BY RECORD) 1314.44 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID EXISTING CORPORATE LIMIT LINE; THENCE NORTH 00°00'00" EAST 1618.84 FEET ALONG THE EAST LINE OF ELAINE REEDER HOLDINGS LLC PROPERTY, TAX ID NO. 03-075-0055 IN PART TO AN ANGLE POINT IN THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY; THENCE ALONG THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) NORTH 88°22'13" WEST 130.05 FEET; (2) NORTH 00°00'00" EAST 66.03 FEET; (3) NORTH 88°22'13" WEST 783.82 FEET (785.50 FEET BY RECORD); (4) NORTH 27°13'58" WEST 432.06 FEET; AND (5) NORTH 31°35'41" WEST 619.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 357.95 ACRES.

COUNTY RECORDER

ENTRY NO: _____ FEE PAID _____

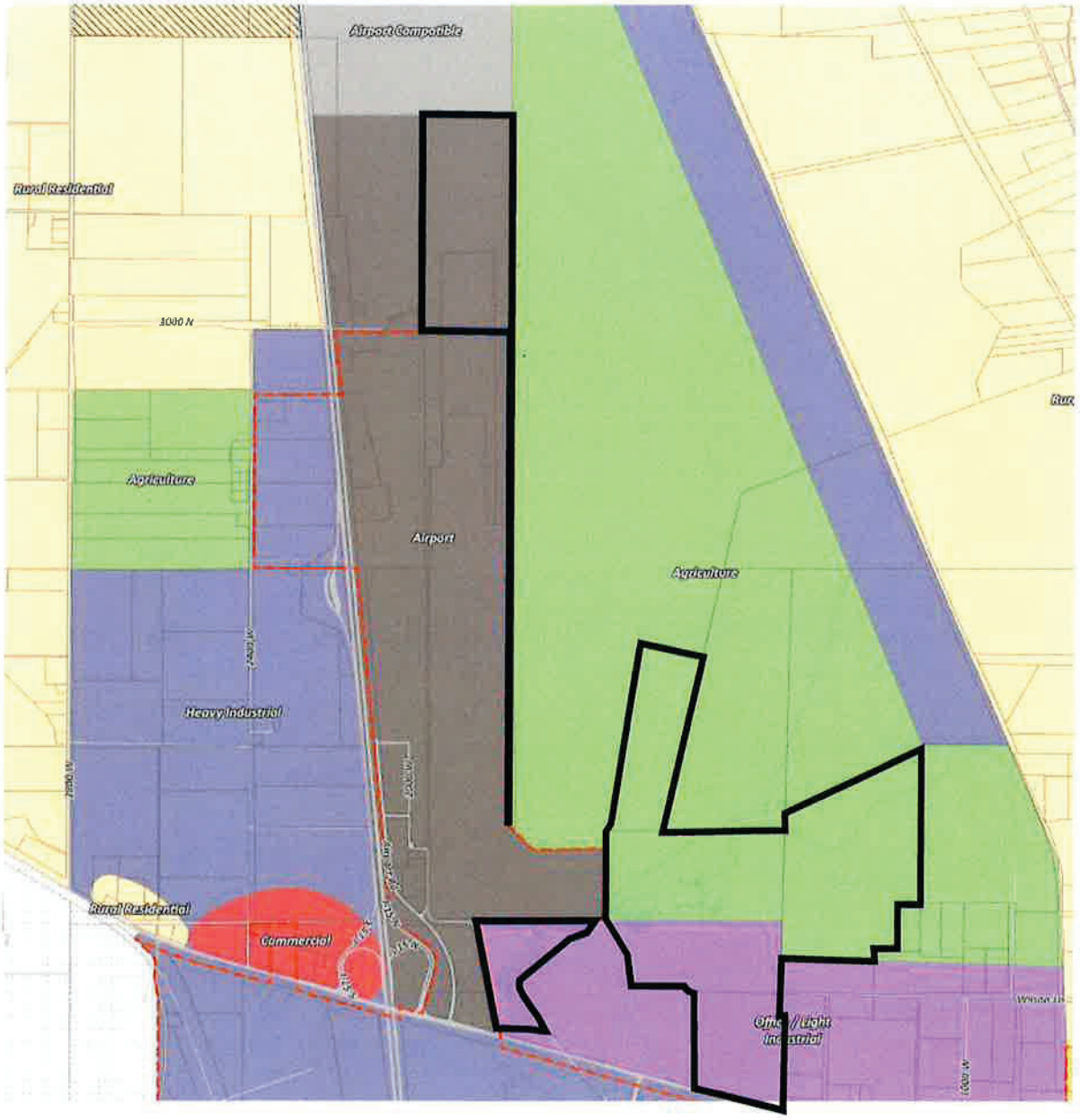
_____ FILED FOR RECORD AND RECORDED _____ AT _____

_____ IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____

_____
COUNTY RECORDER

BY: _____
DEPUTY

GENERAL PLAN FUTURE LAND USE MAP



Subject area is outlined in black

BRIGHAM CITY ZONING MAP



Proposed zoning districts include M-D (Manufacturing-Distribution) and A-5 (Agricultural)

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 approximately 1200 West and SR-13 (State Route 13) and the north side of the Brigham City Airport described and illustrated as Exhibit "A" (legal description and annexation plat), being tax parcel numbers 03-003-0050, 03-067-0029, 03-075-0023, 03-075-0054, 03-257-0004, 04-002-0020, 04-002-0022, 04-002-0024, and portions of SR-13 and O.S.L.R.R. (Oregon Short Line Railroad); and

WHEREAS, the said land are 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 M-D (Manufacturing-Distribution) to tax parcel numbers 03-075-0023, 03-075-0054, 04-002-0020, 04-002-0022, 04-002-0024, and the south portion of 03-003-0050, and A-5 (Agricultural) to tax parcel numbers 03-067-0029, 03-257-0004, and the north portion of 03-003-0050 (see Exhibit "B" Brigham City Zoning Map); and

WHEREAS, the M-D (Manufacturing-Distribution) and A-5 (Agricultural) districts are consistent with the General Plan Future Land Use designations of Office/Light Industrial and Agricultural; 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 M-D (Manufacturing-Distribution) and A-5 (Agricultural) as noted are consistent with the City's General Plan and desirable for the use of the properties.

// 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 properties shown and described as illustrated in Exhibit "A" (legal description and annexation plat) and Exhibit "B" (Brigham City Zoning Map), are assigned to the M-D (Manufacturing-Distribution) and A-5 (Agricultural) Districts.

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"

ANNEXATION PARCEL NO. 1 DESCRIPTION

A PART OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 10 NORTH, RANGE 2 WEST, AND A PART OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE, RECORDED AS ENTRY NO. 38969 IN THE BOX ELDER COUNTY RECORDER'S OFFICE LOCATED 1940.89 FEET NORTH 46°02'21" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3;

RUNNING THENCE ALONG SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 46°10'42" WEST (NORTH 46°02' WEST BY RECORD) 45.26 FEET; (2) NORTH 00°13'42" WEST 7331.19 FEET (NORTH 00°05' WEST 7473.4 FEET MORE OR LESS BY RECORD) TO THE EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 3000 NORTH STREET; AND (3) NORTH 89°23'00" WEST (WEST BY RECORD) 1256.87 FEET ALONG SAID EASTERLY PROJECTION TO A POINT ON THE WEST LINE OF THE BRIGHAM CITY AIRPORT; THENCE NORTH 00°08'42" WEST (NORTH 00°32' WEST BY RECORD) 374.04 FEET ALONG SAID WEST LINE TO AN ANGLE POINT IN THE BOUNDARY OF BRIGHAM CITY CORP PROPERTY, TAX ID NO. 04-002-0022; THENCE ALONG THE BOUNDARY OF SAID BRIGHAM CITY CORP PROPERTY THE FOLLOWING SEVENTEEN (17) COURSES: (1) SOUTH 67°15'04" WEST (SOUTH 66°51'46" WEST BY RECORD) 535.76 FEET; (2) TO THE LEFT ALONG THE ARC 50.80 FEET OF A 37.50 FOOT RADIUS CURVE, CHORD BEARS SOUTH 28°27'00" WEST (SOUTH 28°03'42" WEST BY RECORD) 47.00 FEET, HAVING A DELTA ANGLE OF 77°36'33"; (3) SOUTH 10°21'05" EAST (SOUTH 10°44'23" EAST BY RECORD) 64.61 FEET; (4) TO THE RIGHT ALONG THE ARC 83.71 FEET OF A 47.50 FOOT RADIUS CURVE, CHORD BEARS SOUTH 40°07'58" WEST (SOUTH 39°44'40" WEST BY RECORD) 73.29 FEET, HAVING A DELTA ANGLE OF 100°58'22" TO SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE AND SAID EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 3000 NORTH STREET; (5) NORTH 89°23'00" WEST (NORTH 89°46'18" WEST BY RECORD) 76.70 FEET ALONG SAID EXISTING CORPORATE LIMIT LINE AND SAID EASTERLY PROJECTION; (6) NORTH 00°37'00" EAST (NORTH 00°13'42" EAST BY RECORD) 25.00 FEET; (7) SOUTH 89°23'00" EAST (SOUTH 89°46'18" EAST BY RECORD) 76.70 FEET; (8) ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC 39.66 FEET OF A 22.50 FOOT RADIUS CURVE, CHORD BEARS NORTH 40°07'58" EAST (NORTH 39°44'40" EAST BY RECORD) 34.72 FEET, HAVING A DELTA ANGLE OF 100°59'15"; (9) NORTH 10°21'05" WEST (NORTH 10°44'23" WEST BY RECORD) 64.61 FEET; (10) TO THE RIGHT ALONG THE ARC 84.65 FEET OF A 62.50 FOOT RADIUS CURVE, CHORD BEARS NORTH 28°27'00" EAST (NORTH 28°03'42" EAST BY RECORD) 78.33 FEET, HAVING A DELTA ANGLE OF 77°36'19"; (11) NORTH 67°15'04" EAST (NORTH 66°51'46" EAST BY RECORD) 513.68 FEET TO A POINT DESCRIBED OF RECORD AS 30.00 FEET WESTERLY OF THE WEST LINE OF BRIGHAM CITY AIRPORT PROPERTY; (12) NORTH 00°08'42" WEST (NORTH 00°32' WEST BY RECORD) 2796.55 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (13) NORTH 89°51'18" EAST (NORTH 89°28' EAST BY RECORD) 1360.00 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (14) SOUTH 00°08'42" EAST (SOUTH 00°32' EAST BY RECORD) 2149.94 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (15) TO THE LEFT ALONG THE ARC 98.27 FEET OF A 50.00 FOOT RADIUS CURVE, CHORD BEARS SOUTH 56°26'49" EAST (SOUTH 56°50'07" EAST BY RECORD) 83.20 FEET, HAVING A DELTA ANGLE OF 112°36'34"; (16) SOUTH 22°44'56" EAST (SOUTH 23°08'14" EAST BY RECORD) 30.00 FEET; AND (17) SOUTH 67°15'04" WEST (SOUTH 66°51'46" WEST BY RECORD) 119.96 FEET TO THE EAST LINE OF SAID BRIGHAM CITY AIRPORT PROPERTY; THENCE SOUTH 00°08'42" EAST (SOUTH 00°32' EAST BY RECORD) 8294.60 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 105.74 ACRES.

ANNEXATION PARCEL NO. 2 DESCRIPTION

A PART OF SECTIONS 2, 3, 10, AND 11, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3 AND RUNNING THENCE NORTH 00°25'06" EAST 1319.97 FEET TO AN EXISTING FENCE LINE DESCRIBED OF RECORD AS BEING THE NORTHWEST CORNER OF LOT 4 OF SAID SECTION 3; THENCE NORTH 30°11'21" EAST 142.67 FEET TO THE EAST BANK OF AN EXISTING CANAL; THENCE NORTH 09°43'57" EAST 2699.78 FEET ALONG SAID EAST BANK; THENCE SOUTH 77°12'01" EAST 915.08 FEET; THENCE SOUTH 12°42'00" WEST 2640.48 FEET TO AN EXISTING FENCE LINE BEING THE NORTH LINE OF SAID LOT 4; THENCE NORTH 89°36'56" EAST 1815.48 FEET ALONG SAID EXISTING FENCE LINE AND SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 BEING AN EXISTING FENCE LINE; THENCE NORTH 01°27'27" EAST (NORTH 0°58'55" EAST BY RECORD) 272.77 FEET ALONG SAID EAST LINE AND ALONG SAID EXISTING FENCE LINE; THENCE NORTH 65°30'51" EAST 2227.07 FEET (NORTH 65°03'57" EAST 2231.97 FEET BY RECORD) TO AN EXISTING FENCE LINE AS DESCRIBED IN ENTRY NO. 290896 RECORDED IN THE BOX ELDER COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING SIX (6) COURSES: (1) SOUTH 00°29'26" WEST 2275.05 FEET (SOUTH 0°08'16" WEST 2221.18 FEET BY RECORD) ALONG AN EXISTING OLD FENCE LINE BEING 1.00 FOOT WEST OF A NEWER FENCE LINE; (2) SOUTH 83°46'36" WEST 343.55 FEET (SOUTH 83°27'03" WEST 342.64 FEET BY RECORD); (3) SOUTH 00°13'43" WEST 653.35 FEET (SOUTH 0°19'20" WEST 654.40 FEET BY RECORD); (4) NORTH 88°36'46" WEST 341.63 FEET (NORTH 85°54'16" WEST 344.59 FEET BY RECORD); (5) SOUTH 02°22'47" WEST 173.52 FEET (SOUTH 0°08'50" EAST 190.87 FEET BY RECORD); AND (6) NORTH 88°12'22" WEST 1371.13 FEET (NORTH 88°36'58" WEST 1376.04 FEET BY RECORD) TO THE EAST LINE OF SAID SECTION 10; THENCE SOUTH 01°34'39" WEST (SOUTH 1°37'47" WEST BY RECORD) 531.68 FEET ALONG SAID EAST LINE TO A POINT DESCRIBED OF RECORD AS THE NORTHWEST CORNER OF LOT 10, BLOCK 7, BRIGHAM 5 ACRE PLAT; THENCE NORTH 88°22'13" WEST 32.17 FEET THE THE WEST LINE OF THAT CERTAIN PROPERTY RECORDED AS ENTRY NO. 100738; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PROPERTY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 02°49'31" WEST 330.00 FEET; AND (2) SOUTH 87°10'29" EAST 43.56 FEET TO AN EXISTING FENCE LINE ON WEST BOUNDARY OF SAID LOT 7; THENCE SOUTH 01°19'13" WEST 1601.99 FEET ALONG SAID EXISTING FENCE LINE AND SAID WEST BOUNDARY TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE O.S.L.R.R. BEING THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE RECORDED AS ENTRY NO. 83133H; THENCE NORTH 74°31'20" WEST (NORTHWESTERLY BY RECORD) 1314.44 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID EXISTING CORPORATE LIMIT LINE; THENCE NORTH 00°00'00" EAST 1618.84 FEET ALONG THE EAST LINE OF ELAINE REEDER HOLDINGS LLC PROPERTY, TAX ID NO. 03-075-0055 IN PART TO AN ANGLE POINT IN THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY; THENCE ALONG THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) NORTH 88°22'13" WEST 130.05 FEET; (2) NORTH 00°00'00" EAST 66.03 FEET; (3) NORTH 88°22'13" WEST 783.82 FEET (785.50 FEET BY RECORD); (4) NORTH 07°15'06" WEST 432.06 FEET; AND (5) NORTH 31°35'41" WEST 619.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 357.95 ACRES.

ANNEXATION PARCEL NO. 3 DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING A POINT ON THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE RECORDED AS ENTRY NO. 38969 IN THE BOX ELDER COUNTY RECORDER'S OFFICE, AND ALSO BEING AN ANGLE POINT IN THE BOUNDARY OF ELAINE REEDER HOLDINGS LLC PROPERTY, TAX ID NO. 03-075-0055 LOCATED 135.82 FEET NORTH 89°57'53" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FROM THE NORTH QUARTER CORNER OF SAID SECTION 10;

RUNNING THENCE ALONG THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 35°54'01" WEST 237.12 FEET (SOUTH 35°30'13" WEST 237.14 FEET BY RECORD); (2) SOUTH 68°34'53" WEST (SOUTH 68°11'05" WEST BY RECORD) 266.75 FEET; (3) SOUTH 50°06'48" WEST (SOUTH 49°43'00" WEST BY RECORD) 973.29 FEET; (4) SOUTH 08°40'03" EAST (SOUTH 9°03'51" EAST BY RECORD) 118.90 FEET; AND (5) SOUTH 30°44'14" EAST 661.21 FEET (SOUTH 31°08'02" EAST 661.19 FEET BY RECORD) TO AN ANGLE POINT IN THE BOUNDARY OF REEDER RANCH LLC PROPERTY, TAX ID NO. 03-075-0060; THENCE ALONG THE BOUNDARY OF SAID REEDER RANCH LLC PROPERTY THE FOLLOWING THREE (3) COURSES: (1) SOUTH 23°26'00" WEST 20.83 FEET (SOUTH 23°02'12" WEST 20.84 FEET BY RECORD); (2) ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC 170.03 FEET OF A 420.82 FOOT RADIUS CURVE, CHORD BEARS NORTH 78°08'34" WEST 168.88 FEET, HAVING A DELTA ANGLE OF 23°09'00"; AND (3) NORTH 89°42'56" WEST 489.95 FEET (SOUTH 89°53'16" WEST 489.97 FEET BY RECORD) TO A POINT ON SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE, BEING THE EASTERLY RIGHT-OF-WAY LINE OF 1850 WEST STREET; THENCE ALONG SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 11°37'43" WEST (NORTH 12°01'32" WEST BY RECORD) 1615.73 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID NORTHWEST QUARTER; AND (2) SOUTH 89°57'52" EAST 1767.51 FEET (SOUTH 89°38'19" EAST 1767.53 FEET BY RECORD) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 31.48 ACRES.

PLAT OF ADDITION TO
THE CORPORATE LIMITS OF BRIGHAM CITY
ANNEXATION PLAT ORDINANCE NO. _____.

A PART OF SECTIONS 27, 28, 33 & 34, T10N, R2W,
AND A PART OF SECTIONS 2, 3, 10 & 11, T9N, R2W
SALT LAKE BASE & MERIDIAN
FEBRUARY 2026

LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	45.26'	N 46°10'42" W
L2	374.04'	N 00°08'42" W
L3	535.76'	S 67°15'04" W
L4	64.61'	S 10°21'05" E
L5	76.70'	N 89°23'00" W
L6	25.00'	N 00°37'00" E
L7	76.70'	S 89°23'00" E
L8	64.61'	N 10°21'05" W
L9	313.68'	N 67°15'04" E
L10	30.00'	S 22°44'56" E
L11	119.96'	S 67°15'04" W
L12	142.67'	N 30°11'21" E
L13	272.77'	N 01°27'27" E
L14	343.55'	S 83°46'36" W
L15	653.35'	S 00°13'43" W
L16	341.63'	N 88°36'46" W
L17	173.52'	S 02°22'47" W
L18	531.68'	S 01°34'39" W
L19	32.17'	N 88°22'13" W
L20	330.00'	S 02°49'31" W
L21	43.56'	S 87°10'29" E
L22	130.05'	N 88°22'13" W
L23	66.03'	N 00°00'00" E
L24	432.06'	N 07°15'06" W
L25	619.73'	N 31°35'41" W
L26	237.12'	S 35°54'01" W
L27	266.75'	S 68°34'53" W
L28	973.29'	S 50°06'48" W
L29	118.90'	S 08°40'03" E
L30	661.21'	S 30°44'14" E
L31	20.83'	S 23°26'00" W
L32	485.95'	N 89°42'36" W
L33	1615.73'	N 11°37'43" W
L34	1767.51'	S 89°37'52" E
L35	135.82'	N 89°57'53" W

CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	50.80'	37.50'	77°36'33"	47.00'	S 28°27'00" W
C2	83.71'	47.50'	100°58'22"	73.29'	S 40°07'58" W
C3	35.66'	22.50'	100°59'15"	34.72'	N 40°07'58" E
C4	84.65'	62.50'	77°36'19"	78.33'	N 28°27'00" E
C5	98.27'	50.00'	112°36'34"	83.20'	S 56°26'43" E
C6	170.03'	420.82'	23°09'00"	168.88'	N 78°08'34" W

SURVEYOR' CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 11386802, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT. I ALSO CERTIFY THAT THIS PLAT OF ANNEXATION TO BRIGHAM CITY HAS BEEN CORRECTLY DRAWN TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY AS SHOWN AND DESCRIBED HEREON BASED ON DATA COMPILED FROM RECORDS IN THE BOX ELDER COUNTY RECORDER'S OFFICE.

SIGNED THIS 16TH DAY OF FEBRUARY, 2026

ROGER C. SLADE, PLS
LICENSE NO. 11386802



JONES & ASSOCIATES
CONSULTING ENGINEERS
5080 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonesandassociates.com



ANNEXATION PARCEL NO. 3 DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT ALSO BEING A POINT ON THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE RECORDED AS ENTRY NO. 38969 IN THE BOX ELDER COUNTY RECORDER'S OFFICE, AND ALSO BEING AN ANGLE POINT IN THE BOUNDARY OF ELAINE REEDER HOLDINGS LLC PROPERTY, TAX ID NO. 03-075-0055 LOCATED 135.82 FEET NORTH 89°57'53" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FROM THE NORTH QUARTER CORNER OF SAID SECTION 10;

RUNNING THENCE ALONG THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 35°54'01" WEST 237.12 FEET (SOUTH 35°30'13" WEST 233.14 FEET BY RECORD); (2) SOUTH 68°34'53" WEST (SOUTH 68°11'05" WEST BY RECORD) 266.75 FEET; (3) SOUTH 50°06'48" WEST (SOUTH 49°43'00" WEST BY RECORD) 973.29 FEET; (4) SOUTH 08°40'03" EAST (SOUTH 9°03'31" EAST BY RECORD) 118.90 FEET; AND (5) SOUTH 30°44'14" EAST 661.21 FEET (SOUTH 31°08'02" EAST 661.19 FEET BY RECORD) TO AN ANGLE POINT IN THE BOUNDARY OF REEDER RANCH LLC PROPERTY, TAX ID NO. 03-075-0060; THENCE ALONG THE BOUNDARY OF SAID REEDER RANCH LLC PROPERTY THE FOLLOWING THREE (3) COURSES: (1) SOUTH 23°26'00" WEST 20.83 FEET (SOUTH 23°02'12" WEST 20.84 FEET BY RECORD); (2) ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC 170.03 FEET OF A 420.82 FOOT RADIUS CURVE, CHORD BEARS NORTH 78°08'34" WEST 168.88 FEET, HAVING A DELTA ANGLE OF 23°09'00", AND; (3) NORTH 89°42'36" WEST 485.95 FEET (SOUTH 89°53'16" WEST 489.97 FEET BY RECORD) TO A POINT ON SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE, BEING THE EASTERLY RIGHT-OF-WAY LINE OF 1850 WEST STREET; THENCE ALONG SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 11°37'43" WEST (NORTH 12°01'32" WEST BY RECORD) 1615.73 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID NORTHWEST QUARTER; AND (2) SOUTH 89°57'52" EAST 1767.51 FEET (SOUTH 89°38'19" EAST 1767.53 FEET BY RECORD) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 31.48 ACRES.

MUNICIPAL ACKNOWLEDGMENT

STATE OF UTAH)
: S
COUNTY OF _____)

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.

WITNESS MY HAND AND OFFICIAL SEAL.

STATE OF UTAH NOTARY PUBLIC_____ NOTARY PRINTED NAME _____

COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

BOX ELDER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE BOX ELDER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE BOX ELDER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS _____ DAY OF _____, 20_____

_____
BOX ELDER COUNTY SURVEYOR

ACCEPTANCE BY 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 OR RESOLUTION HAS BEEN PREPARED FOR FILING HEREWITH IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SEC. 10-2-813 AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS LOCAL ENTITY PLAT AND PART OF SAID CITY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20_____

APPROVED: _____ _____
MAYOR CITY RECORDER

ANNEXATION PARCEL NO. 1 DESCRIPTION

A PART OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 10 NORTH, RANGE 2 WEST, AND A PART OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE, RECORDED AS ENTRY NO. 38969 IN THE BOX ELDER COUNTY RECORDER'S OFFICE LOCATED 1940.89 FEET NORTH 46°02'21" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3;

RUNNING THENCE ALONG SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 46°10'42" WEST (NORTH 46°23" WEST BY RECORD) 45.26 FEET; (2) NORTH 00°08'42" WEST 7331.19 FEET (NORTH 00°05' WEST 7473.4 FEET MORE OR LESS BY RECORD) TO THE EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 3000 NORTH STREET; AND (3) NORTH 89°23'00" WEST (WEST BY RECORD) 1256.87 FEET ALONG SAID EASTERLY PROJECTION TO A POINT ON THE WEST LINE OF THE BRIGHAM CITY AIRPORT; THENCE NORTH 00°08'42" WEST (NORTH 00°32' WEST BY RECORD) 374.04 FEET ALONG SAID WEST LINE TO AN ANGLE POINT IN THE BOUNDARY OF BRIGHAM CITY CORP PROPERTY, TAX ID NO. 04-002-0022; THENCE ALONG THE BOUNDARY OF SAID BRIGHAM CITY CORP PROPERTY THE FOLLOWING SEVENTEEN (17) COURSES: (1) SOUTH 67°15'04" WEST (SOUTH 66°51'48" WEST BY RECORD) 535.76 FEET; (2) TO THE LEFT ALONG THE ARC 50.80 FEET OF A 37.50 FOOT RADIUS CURVE, CHORD BEARS SOUTH 28°27'00" WEST (SOUTH 28°03'42" WEST BY RECORD) 47.00 FEET, HAVING A DELTA ANGLE OF 77°36'33"; (3) SOUTH 10°21'05" EAST (SOUTH 10°44'23" EAST BY RECORD) 64.61 FEET; (4) TO THE RIGHT ALONG THE ARC 83.71 FEET OF A 47.50 FOOT RADIUS CURVE, CHORD BEARS SOUTH 40°07'58" WEST (SOUTH 39°44'40" WEST BY RECORD) 73.29 FEET, HAVING A DELTA ANGLE OF 100°58'22" TO SAID EXISTING BRIGHAM CITY CORPORATE LIMIT LINE AND SAID EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 3000 NORTH STREET; (5) NORTH 89°23'00" WEST (NORTH 89°46'18" WEST BY RECORD) 76.70 FEET ALONG SAID EXISTING CORPORATE LIMIT LINE AND SAID EASTERLY PROJECTION; (6) NORTH 00°37'00" EAST (NORTH 00°13'42" EAST BY RECORD) 25.00 FEET; (7) SOUTH 89°23'00" EAST (SOUTH 89°46'18" EAST BY RECORD) 76.70 FEET; (8) ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC 35.66 FEET OF A 22.50 FOOT RADIUS CURVE, CHORD BEARS NORTH 40°07'58" EAST (NORTH 39°44'40" EAST BY RECORD) 34.72 FEET, HAVING A DELTA ANGLE OF 100°59'15"; (9) NORTH 10°21'05" WEST (NORTH 10°44'23" WEST BY RECORD) 64.61 FEET; (10) TO THE RIGHT ALONG THE ARC 84.65 FEET OF A 62.50 FOOT RADIUS CURVE, CHORD BEARS NORTH 28°27'00" EAST (NORTH 28°03'42" EAST BY RECORD) 78.33 FEET, HAVING A DELTA ANGLE OF 77°36'19"; (11) NORTH 67°15'04" EAST (NORTH 66°51'48" EAST BY RECORD) 313.68 FEET TO A POINT DESCRIBED OF RECORD AS 30.00 FEET WESTERLY OF THE WEST LINE OF BRIGHAM CITY AIRPORT PROPERTY; (12) NORTH 00°08'42" WEST (NORTH 00°32' WEST BY RECORD) 2796.55 FEET, BEING 30.00 FOOT DISTANT AND PARALLEL WITH SAID BRIGHAM CITY AIRPORT PROPERTY; (13) TO THE LEFT ALONG THE ARC 88.27 FEET OF A 30.00 FOOT RADIUS CURVE, CHORD BEARS SOUTH 58°26'48" EAST (SOUTH 58°50'07" EAST BY RECORD) 58.20 FEET, HAVING A DELTA ANGLE OF 112°36'34"; (14) SOUTH 22°44'56" EAST (SOUTH 23°08'14" EAST BY RECORD) 30.00 FEET; AND (15) SOUTH 67°15'04" WEST (SOUTH 66°51'48" WEST BY RECORD) 119.96 FEET TO THE EAST LINE OF SAID BRIGHAM CITY AIRPORT PROPERTY; THENCE SOUTH 00°08'42" EAST (SOUTH 00°32' EAST BY RECORD) 2294.60 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 105.74 ACRES.

ANNEXATION PARCEL NO. 2 DESCRIPTION

A PART OF SECTIONS 2, 3, 10, AND 11, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3 AND RUNNING THENCE NORTH 00°25'06" EAST 1319.97 FEET TO AN EXISTING FENCE LINE DESCRIBED OF RECORD AS BEING THE NORTHWEST CORNER OF LOT 4 OF SAID SECTION 3; THENCE NORTH 30°11'21" EAST 142.82 FEET TO THE EAST BANK OF AN EXISTING CANAL; THENCE NORTH 09°43'57" EAST 2698.78 FEET ALONG SAID EAST BANK; THENCE SOUTH 77°13'31" EAST 815.38 FEET; THENCE SOUTH 12°42'00" WEST 2640.48 FEET TO AN EXISTING FENCE LINE BEING THE NORTH LINE OF SAID LOT 4; THENCE NORTH 89°35'56" EAST 1815.48 FEET ALONG SAID EXISTING FENCE LINE AND SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 BEING AN EXISTING FENCE LINE; THENCE NORTH 01°27'27" EAST (NORTH 02°38'35" EAST BY RECORD) 272.77 FEET ALONG SAID EAST LINE AND ALONG SAID EXISTING FENCE LINE; THENCE NORTH 83°30'31" EAST 2227.82 FEET (NORTH 83°03'33" EAST 2231.89 FEET BY RECORD) TO AN EXISTING FENCE LINE AS DESCRIBED IN ENTRY NO. 292896 RECORDED IN THE BOX ELDER COUNTY RECORDER'S OFFICE; THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING SIX (6) COURSES: (1) SOUTH 00°29'26" WEST 2275.05 FEET (SOUTH 0°08'16" WEST 2221.18 FEET BY RECORD) ALONG AN EXISTING OLD FENCE LINE BEING 1.00 FOOT WEST OF A NEWER FENCE LINE; (2) SOUTH 83°46'36" WEST 343.55 FEET (SOUTH 83°23'00" WEST 343.64 FEET BY RECORD); (3) SOUTH 02°13'43" WEST 653.35 FEET (SOUTH 01°49'20" WEST 654.40 FEET BY RECORD); (4) NORTH 88°36'46" WEST 341.63 FEET (NORTH 89°54'19" WEST 344.59 FEET BY RECORD); (5) SOUTH 02°22'47" WEST 173.52 FEET (SOUTH 01°58'36" EAST 180.87 FEET BY RECORD); AND (6) NORTH 88°12'22" WEST 1321.12 FEET (NORTH 88°36'58" WEST 1326.04 FEET BY RECORD) TO THE EAST LINE OF SAID SECTION 10; THENCE SOUTH 01°34'39" WEST (SOUTH 1°37'47" WEST BY RECORD) 331.68 FEET ALONG SAID EAST LINE TO A POINT DESCRIBED OF RECORD AS THE NORTHWEST CORNER OF LOT 10, BLOCK 7, BRIGHAM 5 ACRE PLAT; THENCE NORTH 88°22'13" WEST 32.17 FEET TO THE WEST LINE OF THAT CERTAIN PROPERTY RECORDED AS ENTRY NO. 100738; THENCE ALONG THE BOUNDARY OF SAID CERTAIN PROPERTY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 02°49'31" WEST 330.00 FEET; AND (2) SOUTH 87°10'29" EAST 43.56 FEET TO AN EXISTING FENCE LINE ON WEST BOUNDARY OF SAID LOT 7; THENCE SOUTH 01°19'13" WEST 1601.99 FEET ALONG SAID EXISTING FENCE LINE AND SAID WEST BOUNDARY TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE O.S.L.R.R. BEING THE EXISTING BRIGHAM CITY CORPORATE LIMIT LINE RECORDED AS ENTRY NO. 83152; THENCE NORTH 74°31'25" WEST (NORTHWESTERLY BY RECORD) 1214.44 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID EXISTING CORPORATE LIMIT LINE; THENCE NORTH 20°00'00" EAST 1618.84 FEET ALONG THE EAST LINE OF ELAINE REEDER HOLDINGS LLC PROPERTY, TAX ID NO. 03-075-0055 OR PART TO AN ANGLE POINT IN THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY; THENCE ALONG THE BOUNDARY OF SAID ELAINE REEDER HOLDINGS LLC PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) NORTH 88°22'13" WEST 130.05 FEET; (2) NORTH 00°00'00" EAST 66.03 FEET; (3) NORTH 88°22'13" WEST 783.82 FEET (783.50 FEET BY RECORD); (4) NORTH 07°15'06" WEST 432.06 FEET; AND (5) NORTH 31°35'41" WEST 619.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 357.95 ACRES.

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED _____ AT _____
IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____
_____
COUNTY RECORDER
BY: _____
DEPUTY

Exhibit "B"

BRIGHAM CITY ZONING MAP



Proposed zoning districts include M-D (Manufacturing-Distribution) and A-5 (Agricultural)

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Mark Bradley

2. DEPARTMENT OR DIVISION: Community & Economic Development

3. DATE INITIATED: 2/20/26

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

   Ordinance Amending the Brigham City Zoning Map to assign a zoning district to land associated with an Annexation petition located at the northeast corner of the intersection of 2400 West and SR-13. Drew Laing, Superchill Properties, petitioner.

5. ESTIMATED TIME NEEDED: 5 minutes

6. PROPOSED DATE FOR COUNCIL ACTION: 3/19/26

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

   See attached material.

8. REVIEW

Date	Name	Signature	Attachment
2/20/26	Mark Bradley	Mark Bradley	✓
2/24/26	Tom Kotter		

9. MAYOR'S SIGNATURE:

BRIGHAM CITY

CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: Ordinance to Amend Zoning Map to Assign a Zoning District to Land Associated with Annexation (Superchill Annexation).

Name of Person Requesting Legal Review: Mark Bradley

Date Sent: February 23, 2026 Review Date Deadline: February 26, 2026

Reviewed by Attorney: _____ Date: 3/2/26

X Reviewed and acceptable as submitted
_____ See suggested changes

Returned to: Mark Bradley Date: 3/2/26

X Accepted as Received

Submitted to Mayor's Office By: MB Date: 3/2/2026

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 #26-001

Date: February 20, 2026

CITY COUNCIL AGENDA:
March 19, 2026

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

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 district is GC (General Commercial), which is consistent with the General Plan Future Land Use designation of "Commercial".

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 January 15, 2026, the Planning Commission held a public hearing for the proposed zoning district on February 17, 2026, and recommended approval (3-0 vote) to the City Council for the GC (General Commercial) zoning district based on Staff Comments, Recommendations, Stipulations, and the noted Findings of Fact in the Staff Evaluation.

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. ***The applicant has submitted an updated annexation plat for second review to address the staff and County Recorder's Office comments.***

ATTACHMENTS:

1. Staff Evaluation
2. Exhibits
3. Prepared Ordinance

BRIGHAM CITY, UTAH
PLANNING COMMISSION
STAFF EVALUATION

PETITIONER: Drew Lang, Superchill Properties
OWNERS: Superchill Properties LLC
LOCATION: 2400 West and SR-13 (NE Corner)
PARCEL NO: 03-074-0007

APPLICATION NO.: 26-001
ANNEXATION AREA: *5.59 acres
ZONING DISTRICT: County
DATE: February 3, 2026

**The annexation area includes Parcel 03-074-0007, 2400 West Street, SR-13 and RR*

PLANNING COMMISSION MEETING: February 17, 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 land into Brigham City. A zoning designation is to be applied to the property at time of annexation. The proposed zoning district is GC (General Commercial). The proposed zoning district is consistent with the General Plan Future Land Use designation of "Commercial".

A public hearing is scheduled for the Planning Commission, where they will consider the zoning designation and provide a recommendation to the City Council.

STAFF COMMENTS:

Box Elder County Recorder's Office/GIS:

1. Degree symbol (*) in the boundary description is not showing on most bearings
2. Update 2nd Annexation reference in Surveyor's Narrative to show "Brigham City" instead of "Sandy City"
3. Brigham City Mayor signature will need to be acknowledged
4. Update parcel to the south from 03-074-0017 to 03-074-0048
5. Label POB
6. Include section corner information (Existing monument info or new)
7. Label Bearing on line for 66.06 ft
8. *See attached plat redlines*

Community and Economic Development Department:

1. Recommend "1600 North Street" be removed or shifted to the left. Not clear actual status and coordinate.
2. Acceptance By Legislative Body. Update the Utah Code section reference from 10-2-403 to 10-2-813. It was recodified in May 2025.
3. Acknowledgement. The County Recorder's Office started to require the Mayor's signature to be a notarized acknowledgement. Below is one that has been used with the last two annexation plats. Update year to 2026. *Attached is the Waynco Annexation plat for reference, if needed.*

MUNICIPAL ACKNOWLEDGMENT

STATE OF UTAH)
§
COUNTY OF BOX ELDER)

ON THIS _____ DAY OF _____, 2025, 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.

STATE OF UTAH NOTARY PUBLIC _____

COMMISSION NUMBER _____

NOTARY PRINTED NAME _____

MY COMMISSION EXPIRES _____

Engineering Department:

1. Please change the title block "FINAL LOCAL ENTITY PLAT…BRIGHAM CITY" to "PLAT OF ADDITION TO THE CORPORATE LIMITS OF BRIGHAM CITY SUPERCHILL ANNEXATION PLAT ORDINANCE NO. _____."
2. Please remove the Engineer's Certificate and signature block.
3. Please remove BRIGHAM CITY APPROVAL and signature block and replace it with "ACCEPTANCE BY LEGISLATIVE BODY" and a similar text and signature block:

ACCEPTANCE BY 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 OR 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 A PART OF SAID CITY.

WITNESS MY HAND AND OFFICIAL SEAL THIS_____DAY OF_____A.D., 20___.

APPROVED: _____ MAYOR

_____ CITY RECORDER

4. Please reword the Box Elder County Surveyor signature block to read, "I hereby certify that the Box Elder County Surveyor's Office has reviewed this plat and all conditions for approval by this office have been satisfied. The approval of this plat by the Box Elder County surveyor does not relieve the licensed land surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.

Signed this_____ day of _____ 2026.
_____ Box Elder County Surveyor

5. Please add a bearing to the 66.06' northern boundary of the annexation.
6. In the copy that our office received, in many cases in the annexation description, the "°" symbol printed incorrectly. Please revise.
7. In the first paragraph of the Surveyor's Narrative please change "AS REQUESTED BY BRIGHAM CITY" to "AS REQUESTED BY THE PROPERTY OWNER."
8. Point (2) in the Surveyor's Narrative refers to Sandy City. Please update to Brigham City.

Concept Plan Follow-Up Comments:

9. The maximum width of the drive approach per City Standard is 50 feet. A variance request will be required if you desire the access to be larger than that.
10. We previously noted that your drive approach must be 250 feet away from SR-13 to allow full access. Upon further investigation it appears that the scale of your previously submitted Concept Plan is inaccurate. The drive approach is currently at about 190 feet from SR-13 and would only need to shift roughly 60 feet to be granted full access.

Fire Department:

1. No comments at this time

GIS Division:

1. Add the distance between the North ¼ Corner of Section 9 and the NE Corner of Section 9 to the Basis of Bearing wording within the Annexation Description, please also adjust the label on the plat to show this Basis of Bearing (bearing and distance).
2. It looks like the degree symbol (°) did not perpetuate in a few places within the text of the Annexation Description (probably during document export), please update.
3. Please confirm the "Tax ID:" for Reeder Ranch, LLC property to the south of this proposed annexation, I am seeing a different parcel number from the BE County Recorder's office.

Police Department:

1. No comments

Public Power Department:

1. No concerns

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

1. Public Works supports this application

PLANNING COMMISSION RESPONSIBILITY:

1. The Planning Commission is the recommending body to the City Council for this application.
2. Consider whether the zoning district is consistent with the General Plan Future Land Use Map.
3. Consider the zoning district 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 proposed GC (General Commercial) zoning district as designated on the General Plan Future Land Use Map and illustrated on the exhibits.

STIPULATIONS:

1. Subject to City Council approving the proposed annexation.

FINDINGS OF FACT:

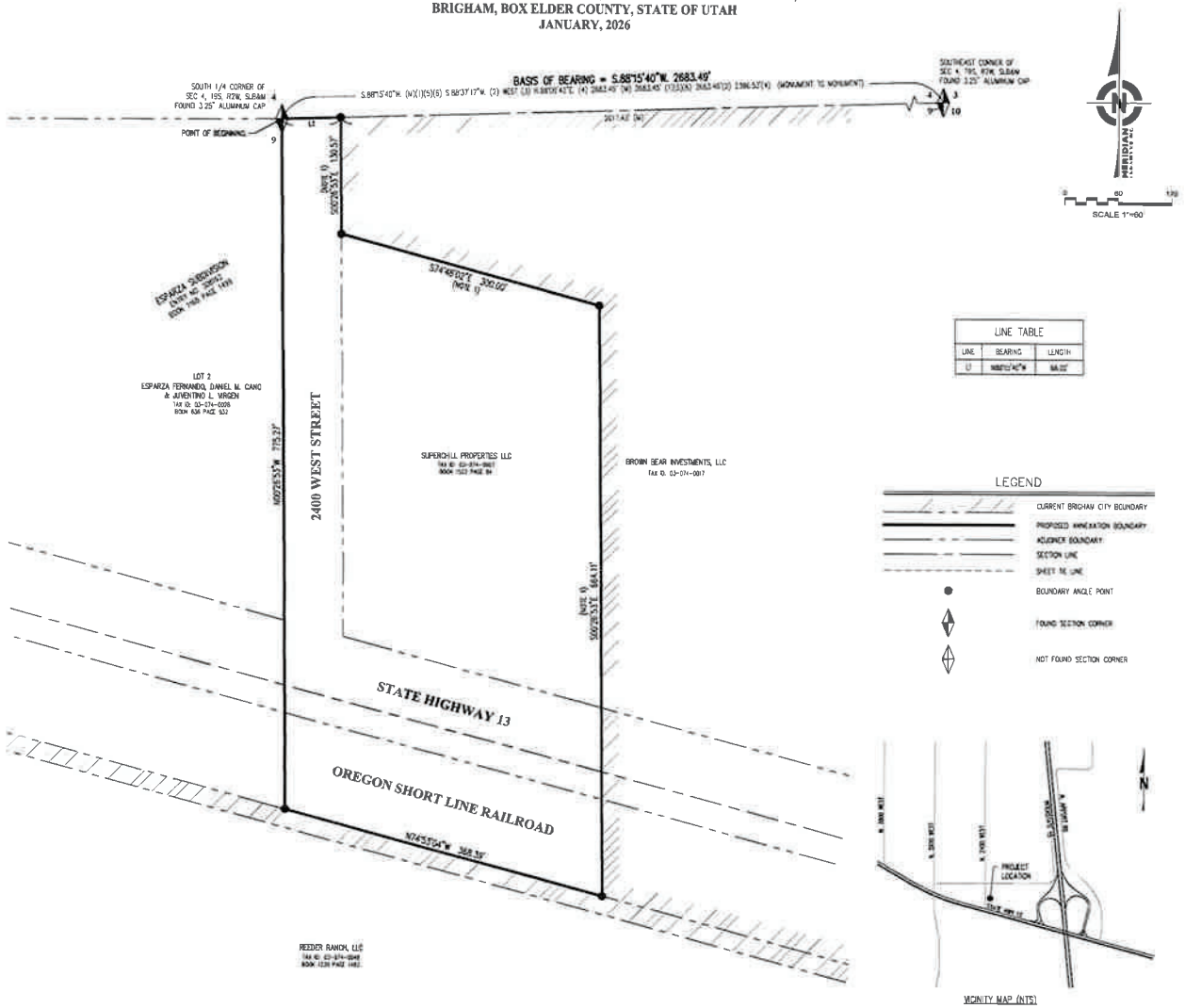
1. The proposed zoning district of GC (General Commercial) is consistent with the City's General Plan Future Land Use designation of "Commercial" for this area.
2. Neighboring properties within 300 feet received a public hearing notice of the Planning Commission meeting.
3. Only the City Council may amend the number, shape, boundaries, area, or general uses of any zoning district (Utah Code, Section 10-20-503).
4. 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.
5. 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)).
6. 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. Annexation Plat
2. Annexation Plat – County Recorder's Office Redlines
3. General Plan Future Land Use Map
4. Zoning Map

PLAT ADDITION TO THE CORPORATE LIMITS
SUPERCHILL ANNEXATION PLAT ORDINANCE NO. _____

SITUATED IN THE NORTHEAST 1/4 OF SECTION 9,
TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN,
BRIGHAM, BOX ELDER COUNTY, STATE OF UTAH
JANUARY, 2026



PRELIMINARY - NOT TO BE RECORDED

SURVEYOR'S CERTIFICATE

I, SEAN K. IRELAND, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING LICENSE NUMBER 13714284, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYOR'S ACT; DO HEREBY CERTIFY THAT A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-23-509 OF UTAH STATE CODE, HAS BEEN PREPARED UNDER MY DIRECTION AND IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF BOX ELDER COUNTY AND BRIGHAM CITY, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXING PROPERTY AND THE BOUNDARIES OF BRIGHAM CITY AND TO BE HEREAFTER KNOWN AS "SUPERCHILL ANNEXATION TO BRIGHAM CITY".

SEAN K. IRELAND
PLS NO. 13714284
DATE: DECEMBER 23, 2025

ANNEXATION DESCRIPTION

A PARCEL OF LAND TO BE ANNEXED FROM BOX ELDER COUNTY TO BRIGHAM CITY, SITUATE IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BOX ELDER COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9 (BASIS OF BEARING IS S.88°15'40"W. 2,683.49 ALONG THE SECTION LINE BETWEEN THE MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 9), AND RUNNING THENCE ALONG THE NORTHERLY SECTION LINE N.88°15'40"E. 66.02 FEET TO THE INTERSECTION OF SAID NORTHERLY SECTION LINE AND THE EASTERLY RIGHT OF WAY LINE OF 2400 WEST STREET, SAID POINT IS ALSO IN THE CURRENT BRIGHAM CITY BOUNDARY LINE ESTABLISHED BY SKIDMORE ANNEXATION TO BRIGHAM CITY, RECORDED JANUARY 21, 2016 AS ENTRY NO. 353944 IN BOOK 1269 AT PAGE 971 IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER; THENCE ALONG SAID CURRENT BRIGHAM CITY BOUNDARY LINE THE FOLLOWING THREE COURSES: 1) S.00°26'53"E. 130.57 FEET (N.00°26'46"W. 129.96 FEET BY RECORD); 2) S.74°50'17"E. 300.00 FEET (N.74°50'17"W. 298.61 FEET BY RECORD) AND S.00°26'53"E. 664.11 FEET (N.00°27'00"W. 663.53 FEET BY RECORD TO A POINT IN THE CURRENT BRIGHAM CITY BOUNDARY LINE AS ESTABLISHED BY REEDER ANNEXATION TO BRIGHAM CITY, RECORDED SEPTEMBER 14, 2012 AS ENTRY NO. 319172 IN BOOK 1188 AT PAGE 1125 IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER, SAID POINT IS ALSO IN THE SOUTHERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD; THENCE ALONG SAID CURRENT BRIGHAM CITY BOUNDARY LINE AND SAID SOUTHERLY RIGHT OF WAY LINE, N.74°53'04"W. (N.74°53'34"W. BY RECORD) 368.39 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY RIGHT OF WAY LINE AND ITS EXTENSION OF 2400 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE AND ITS EXTENSION N.00°26'53"W. 775.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 243,740 SQUARE FEET OR 5.59 ACRES IN AREA, MORE OR LESS.

SURVEYOR'S NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE ADJUSTMENT OF THE CITY BOUNDARY LINE BETWEEN BRIGHAM CITY & UNINCORPORATED BOX ELDER COUNTY AS DESCRIBED HEREON AS REQUESTED BY THE PROPERTY OWNER. THE BASIS OF BEARING IS S.88°15'40"W. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

AS PART OF THIS SURVEY, MERIDIAN HAS CONDUCTED FIELD SEARCHES FOR EVIDENCE AND MONUMENTATION. FOUND EVIDENCE AND MONUMENTATION IS REPRESENTED HEREON. DOCUMENTS OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY ARE NOTED BELOW. THERE MAY EXIST OTHER EVIDENCE, MONUMENTATION AND DOCUMENTS THAT COULD AFFECT THIS SURVEY. NEW EVIDENCE, MONUMENTATION OF DOCUMENTS THAT MAY ALTER THE CONCLUSIONS OF THIS SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS REVIEW AND CONSIDERATION.

(NOTE 1) – FOR THIS PORTION OF THE EASTERLY BOUNDARY THE SURVEYOR CHOSE TO HOLD THE BOUNDARY LINE OF PROPERTY DESCRIBED IN WARRANTY DEED IN FAVOR OF SUPERCHILL PROPERTIES LLC (3) RECORDED APRIL 15, 2022, AS ENTRY NO. 458087 IN THE OFFICE OF THE BOX ELDER RECORDER. THIS ANALYSIS WITH SAID PORTION OF THE EASTERLY AND NORTHERLY BOUNDARY CREATES HARMONY WITH THE EXISTING OCCUPATION LINES AND IS CONSISTENT WITH WARRANTY DEED IN FAVOR OF TODD C. THORNLEY AS ENTRY NO. 180044 IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER. THE RECORD DISTANCE OF 300 FEET BETTER FITS OCCUPATION LINES, MAINTAINS CONSISTENCY BETWEEN THE TWO PARCELS, AND PRESERVES THE RECORD DISTANCE THAT HAS BEEN IN PLACE SINCE THE PARCELS WERE ORIGINALLY DIVIDED FROM THE PARENT TRACT.

(1) SKIDMORE ANNEXATION PLAT TO BRIGHAM CITY; ENTRY NO. 353944 IN BOOK 1269 AT PAGE 971.
(2) REEDER ANNEXATION PLAT TO BRIGHAM CITY, ENTRY NO. 319172 IN BOOK 1188 AT PAGE 1125.
(3) WARRANTY DEED IN FAVOR OF SUPERCHILL LLC, ENTRY NO. 450807 IN BOOK 1522 AT PAGE 84.
(4) ESPARZA SUBDIVISION; ENTRY NO. 308187 IN BOOK 1168 AT PAGE 1499.
(5) RECORD OF SURVEY PREPARED BY HANSEN & ASSOCIATES INC.; SURVEY NO. 2015-02884.
(6) RECORD OF SURVEY PREPARED BY HANSEN & ASSOCIATES INC.; SURVEY NO. 2022-03904.
NOTE: ABOVE REFERENCED DOCUMENTS ARE SHOWN HEREON AS (#).

(M) BEARING AND/OR DISTANCE DATA TAKEN FROM SURVEYED MEASUREMENTS.
(C) BEARING AND/OR DISTANCE DATA TAKEN FROM SURVEYED MEASUREMENTS COUPLED WITH RECORD INFORMATION.

ACCEPTANCE BY 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 OR RESOLUTION 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 NOW HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS FINAL LOCAL ENTITY PLAT AS PART OF SAID CITY.

IN WITNESS WHEREOF I/WE HAVE HEREUNTO SET MY/OUR HAND(S).

DATED THIS _____ DAY OF _____, A.D. 2026

MAYOR

CITY RECORDER

NOTARY PUBLIC ACKNOWLEDGMENT
(BRIGHAM CITY, A MUNICIPAL CORPORATION)

STATE OF UTAH }
COUNTY OF BOX ELDER } S.S.

ON THIS_____ DAY OF _____, 2026, PERSONALLY APPEARED BEFORE ME, DJ BOTT, WHO, BEING BY ME DULY SWORN, DID SAY 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.

STATE OF UTAH NOTARY PUBLIC: _____
MY NOTARY PUBLIC COMMISSION NUMBER: _____
NOTARY PRINTED NAME: _____
MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH

BOX ELDER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE BOX ELDER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE BOX ELDER COUNTY SURVEYOR DOE NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

BOX ELDER COUNTY SURVEYOR

SIGNED THIS_____ DAY OF_____, 2026

BOX ELDER COUNTY RECORDER

RECORDED AND FILED AT THE REQUEST OF _____

RECORDED AS ENTRY NUMBER _____

DATE: _____ TIME: _____ BOOK: _____

FEE $ _____ DEPUTY BOX ELDER COUNTY RECORDER

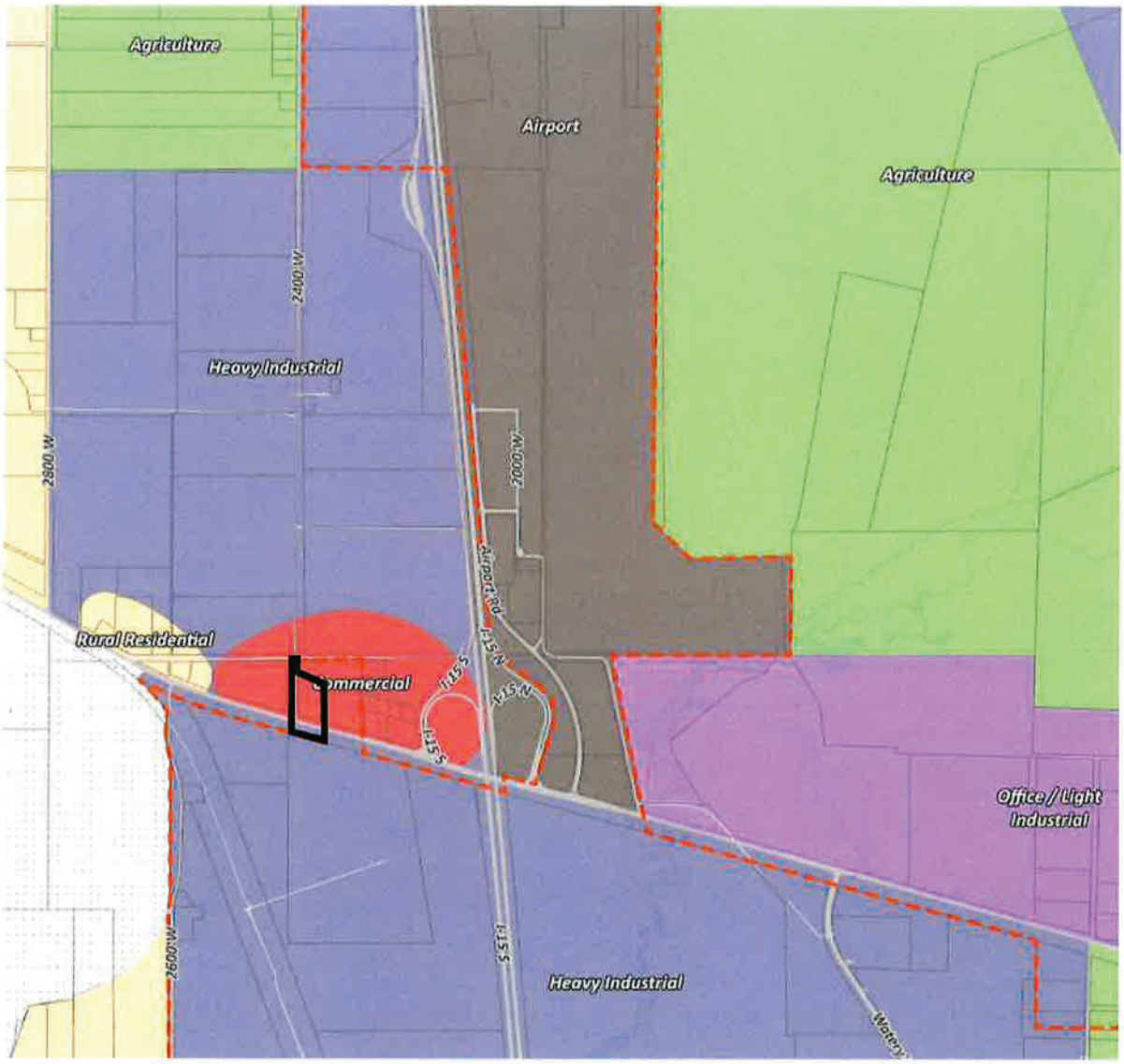
PREPARED BY:
MERIDIAN ENGINEERING, INC.
1934 WEST 11010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE: (801) 566-5599 FAX: (801) 566-5581

COMP. FILE
25123-04 ANNEXATION

PROJECT NO.
25123-04

SHEET NO.
1 OF 1

GENERAL PLAN FUTURE LAND USE MAP



Subject area is outlined in black

ZONING MAP



Subject area is outlined in black

Proposed zoning district is GC (General Commercial)

ORDINANCE NO. _____

AN ORDINANCE OF BRIGHAM CITY AMENDING THE BRIGHAM CITY ZONING MAP BY ASSIGNING A ZONING DISTRICT 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 a zoning district to land associated with an annexation into Brigham City located at the northeast corner of 2400 West and SR-13 (aka State Highway 13) as described and illustrated as Exhibit "A" (legal description and annexation plat), being tax parcel number 03-074-0007 and portions of SR-13, Oregon Short Line Railroad, and 2400 West Street; 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 GC (General Commercial) to the Brigham City Council; and

WHEREAS, the GC (General Commercial) district is consistent with the General Plan Future Land Use designation of "Commercial"; 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 district of GC (General Commercial) is consistent with the City's General Plan 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 GC (General Commercial) 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

MERIDIAN
ENGINEERING, INC.

1628 West 11010 South, Suite 102
South Jordan, UT 84095

T 801.569.1315 • F 801.569.1319
www.MEIamerica.com

Exhibit "A"

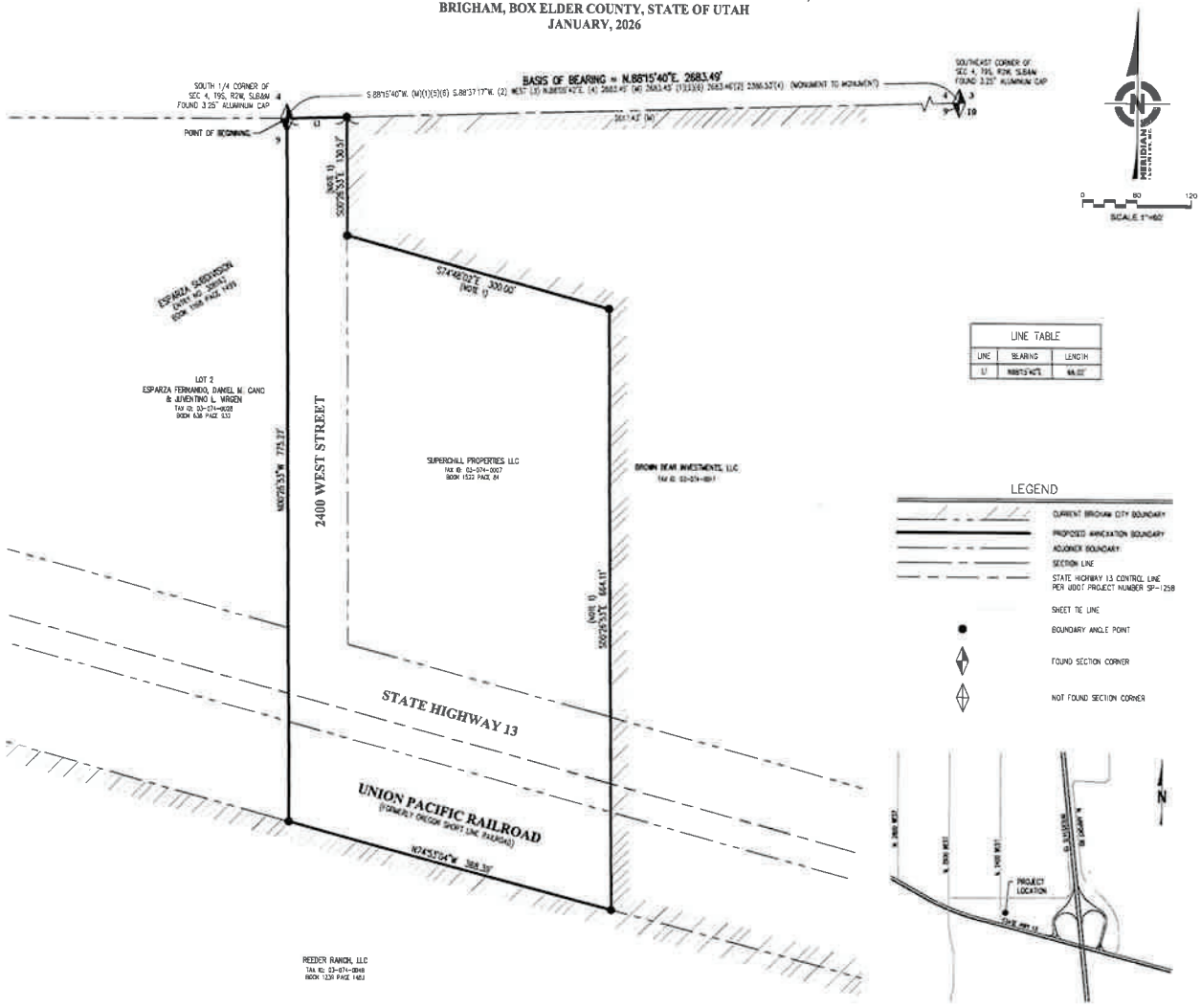
A parcel of land to be annexed from Box Elder County to Brigham City, situate in the Northeast Quarter of Section 9, Township 9 North, Range 2 West, Salt Lake Base & Meridian, Box Elder County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at the North Quarter Corner of said Section 9 (Basis of Bearing is S.88°15'40"W. 2,683.49 feet along the section line between the monuments representing the North Quarter Corner and the Northeast Corner of said Section 9); and running thence along the northerly section line N.88°15'40"E. 66.02 feet to the intersection of said northerly section line and the easterly right of way line of 2400 West Street, said point is also in the current Brigham City boundary line established by SKIDMORE ANNEXATION TO BRIGHAM CITY, recorded January 21, 2016 as Entry No. 353944 in Book 1269 at Page 971 in the Office of the Box Elder County Recorder; thence along said current Brigham City boundary line the following three (3) courses: 1) S.00°26'53"E. 130.57 feet (N.00°26'46"W. 129.90 feet by record), 2) S.74°48'02"E. 300.00 feet (N.74°50'17"W. 298.61 feet by record) and S.00°26'53"E. 664.11 feet (N.00°37'00"W. 665.53 feet by record to a point in the current Brigham City Boundary Line as established by the REEDER ANNEXATION TO BRIGHAM CITY, recorded September 14, 2012 as Entry No. 317172 in Book 1188 at Page 1129 in the Office of the Box Elder County Recorder, said point is also in the southerly right of way line of the Oregon Short Line Railroad; thence along said current Brigham City Boundary line and said Southerly Right of Way Line, N.74°53'04"W. (N.74°31'34"W. by record) 368.39 feet to the intersection of said Southerly Right of Way Line and the Westerly Right of Way Line and its extension of 2400 West Street; thence along said Westerly Right of Way line and its extension N.00°26'53"W. 775.27 feet to the point of beginning.

The above described parcel of land contains 243,740 square feet or 5.59 acres in area, more or less.

PLAT ADDITION TO THE CORPORATE LIMITS
SUPERCHILL ANNEXATION PLAT ORDINANCE NO. _____

SITUATED IN THE NORTHEAST 1/4 OF SECTION 9,
TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN,
BRIGHAM, BOX ELDER COUNTY, STATE OF UTAH
JANUARY, 2026



LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°15'40"E	66.02'

LEGEND

- CURRENT BRIGHAM CITY BOUNDARY
- PROPOSED ANNEXATION BOUNDARY
- ADJOINER BOUNDARY
- SECTION LINE
- STATE HIGHWAY 13 CONTROL LINE PER UDOT PROJECT NUMBER SP-1258
- SHEET TIE LINE
- BOUNDARY ANGLE POINT
- FOUND SECTION CORNER
- NOT FOUND SECTION CORNER

VICINITY MAP (NTS)

PRELIMINARY - NOT TO BE RECORDED

SURVEYOR'S CERTIFICATE

I, SEAN K. IRELAND, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING LICENSE NUMBER 13714384, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. DO HEREBY CERTIFY THAT A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-23-507 OF UTAH STATE CODE, HAS BEEN PREPARED UNDER MY DIRECTION AND IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF BOX ELDER COUNTY AND BRIGHAM CITY, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXING PROPERTY INTO THE BOUNDARIES OF BRIGHAM CITY AND TO BE HEREAFTER KNOWN AS "SUPERCHILL ANNEXATION TO BRIGHAM CITY".

SEAN K. IRELAND
PLS NO. 13714384
DATE: MARCH 4TH, 2026

ANNEXATION DESCRIPTION

A PARCEL OF LAND TO BE ANNEXED FROM BOX ELDER COUNTY TO BRIGHAM CITY, SITUATE IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BOX ELDER COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9 (BASIS OF BEARING IS S.88°15'40"W. 2,683.49 ALONG THE SECTION LINE BETWEEN THE MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 9); AND RUNNING THENCE ALONG THE NORTHERLY SECTION LINE N.88°15'40"E. 66.02 FEET TO THE INTERSECTION OF SAID NORTHERLY SECTION LINE AND THE EASTERLY RIGHT OF WAY LINE OF 2400 WEST STREET, SAID POINT IS ALSO IN THE CURRENT BRIGHAM CITY BOUNDARY LINE ESTABLISHED BY SKOWHEE ANNEXATION TO BRIGHAM CITY, RECORDED JANUARY 31, 2018, AS ENTRY NO. 352844 IN BOOK 1265 AT PAGE 971 IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER; THENCE ALONG SAID CURRENT BRIGHAM CITY BOUNDARY LINE THE FOLLOWING THREE COURSES: 1) S.00°29'55"E. 130.57 FEET (N.00°29'48"W. 129.90 FEET BY RECORD); 2) S.74°48'02"E. 300.00 FEET (N.74°50'17"W. 298.61 FEET BY RECORD) AND S.00°29'55"E. 664.11 FEET (N.00°37'00"W. 665.55 FEET BY RECORD TO A POINT IN THE CURRENT BRIGHAM CITY BOUNDARY LINE AS ESTABLISHED BY REEDER ANNEXATION TO BRIGHAM CITY, RECORDED SEPTEMBER 14, 2012 AS ENTRY NO. 317172 IN BOOK 1188 AT PAGE 1129 IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER, SAID POINT IS ALSO IN THE SOUTHERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD; THENCE ALONG SAID CURRENT BRIGHAM CITY BOUNDARY LINE AND SAID SOUTHERLY RIGHT OF WAY LINE, N.74°53'04"W. (N.74°51'34"W. BY RECORD) 368.39 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY RIGHT OF WAY LINE AND ITS EXTENSION OF 2400 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE AND ITS EXTENSION N.00°29'55"W. 775.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 243,740 SQUARE FEET OR 5.59 ACRES IN AREA, MORE OR LESS

SURVEYOR'S NARRATIVE

IT IS THE INTENT OF THIS PLAT AND THE SURVEY ON WHICH IT IS BASED TO CORRECTLY REPRESENT THE ADJUSTMENT OF THE CITY BOUNDARY LINE BETWEEN BRIGHAM CITY & UNINCORPORATED BOX ELDER COUNTY AS DESCRIBED HEREON AS REQUESTED BY THE PROPERTY OWNER. THE BASIS OF BEARING IS S.88°15'40"W. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

AS PART OF THIS SURVEY, MERIDIAN HAS CONDUCTED FIELD SEARCHES FOR EVIDENCE AND MONUMENTATION. FOUND EVIDENCE AND MONUMENTATION IS REPRESENTED HEREON. DOCUMENTS OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY ARE NOTED BELOW. THERE MAY EXIST OTHER EVIDENCE, MONUMENTATION AND DOCUMENTS THAT COULD AFFECT THIS SURVEY. NEW EVIDENCE, MONUMENTATION OR DOCUMENTS THAT MAY ALTER THE CONCLUSIONS OF THIS SURVEY SHOULD BE PRESENTED TO THE SURVEYOR FOR HIS REVIEW AND CONSIDERATION.

(NOTE 1) - FOR THIS PORTION OF THE EASTERLY BOUNDARY THE SURVEYOR CHOSE TO HOLD THE BOUNDARY LINE OF PROPERTY DESCRIBED IN WARRANTY DEED IN FAVOR OF SUPERCHILL PROPERTIES LLC (3) RECORDED APRIL 13, 2022, AS ENTRY NO. 450837 IN THE OFFICE OF THE BOX ELDER RECORDER. THIS ANALYSIS WITH SAID PORTION OF THE EASTERLY AND NORTHERLY BOUNDARY CREATES HARMONY WITH THE EXISTING OCCUPATION LINES AND IS CONSISTENT WITH WARRANTY DEED IN FAVOR OF TODD C. THORNLEY AS ENTRY NO. 180064 IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER. THE RECORD DISTANCE OF 300 FEET BETTER FITS OCCUPATION LINES, MAINTAINS CONSISTENCY BETWEEN THE TWO PARCELS, AND PRESERVES THE RECORD DISTANCE THAT HAS BEEN IN PLACE SINCE THE PARCELS WERE ORIGINALLY DIVIDED FROM THE PARENT TRACT.

(1) SKOWHEE ANNEXATION PLAT TO BRIGHAM CITY; ENTRY NO. 352844 IN BOOK 1265 AT PAGE 971.
(2) REEDER ANNEXATION PLAT TO BRIGHAM CITY; ENTRY NO. 317172 IN BOOK 1188 AT PAGE 1129
(3) WARRANTY DEED IN FAVOR OF SUPERCHILL LLC; ENTRY NO. 450837 IN BOOK 1327 AT PAGE 84
(4) ESPARZA SUBDIVISION; ENTRY NO. 308162 IN BOOK 1168 AT PAGE 1499.
(5) RECORD OF SURVEY PREPARED BY HANSEN & ASSOCIATES INC.; SURVEY NO. 2015-02884
(6) RECORD OF SURVEY PREPARED BY HANSEN & ASSOCIATES INC.; SURVEY NO. 2022-03904
NOTE: ABOVE REFERENCED DOCUMENTS ARE SHOWN HEREON AS (#)

(M) BEARING AND/OR DISTANCE DATA TAKEN FROM SURVEYED MEASUREMENTS
(C) BEARING AND/OR DISTANCE DATA TAKEN FROM SURVEYED MEASUREMENTS COUPLED WITH RECORD INFORMATION.

ACCEPTANCE BY 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 NO THAT A COPY OF THE ORDINANCE OR RESOLUTION HAS BEEN PREPARED FOR FILING HEREWITH IN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SEC. 10-2-813 AND THAT WE HAVE EXAMINED AND DOW HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE AREAS AS SHOWN ON THIS FINAL LOCAL ENTITY PLAT AS PART OF SAID CITY.

IN WITNESS WHEREOF I/WE HAVE HEREUNTO SET MY/OUR HAND(S),

DATED THIS _____ DAY OF _____, A.D. 2026

MAYOR

CITY RECORDER

NOTARY PUBLIC ACKNOWLEDGMENT
(BRIGHAM CITY, A MUNICIPAL CORPORATION)

STATE OF UTAH }
COUNTY OF BOX ELDER } S.S

ON THIS _____ DAY OF _____, 2026, PERSONALLY APPEARED BEFORE ME, DJ BOTT, WHO, BEING BY ME DULY SWORN, DID SAY 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.

STATE OF UTAH NOTARY PUBLIC: _____
MY NOTARY PUBLIC COMMISSION NUMBER: _____
NOTARY PRINTED NAME: _____
MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH

BOX ELDER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE BOX ELDER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE BOX ELDER COUNTY SURVEYOR DOE NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

BOX ELDER COUNTY SURVEYOR

SIGNED THIS _____ DAY OF _____, 2026

BOX ELDER COUNTY RECORDER

RECORDED AND FILED AT THE REQUEST OF _____
RECORDED AS ENTRY NUMBER _____
DATE: _____ TIME: _____ BOOK: _____
FEE $ _____ DEPUTY BOX ELDER COUNTY RECORDER

PREPARED BY:
MERIDIAN ENGINEERING, INC.
1629 WEST 1120 SOUTH, SUITE 100
SOUTH JORDAN, UTAH 84095
PHONE: (801) 566-5599 FAX: (801) 566-5581

COMP. FILE	25123-04 ANNEXATION
PROJECT NO.	25123-04
SHEET NO.	1 OF 1

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Nicole Cottle

2. DEPARTMENT OR DIVISION: Mayor's Office

3. DATE INITIATED: March 11, 2026

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

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO INTERLOCAL AGREEMENTS FOR MUTUAL AID WITH A WITH NORTHVIEW FIRE DISTRICT, WEBER FIRE DISTRICT, TREMONTON CITY OGDEN CITY AND GARLAND CITY

FOR FIRE SERVICES MUTUAL AID

5. ESTIMATED TIME NEEDED: 10 Minutes

6. PROPOSED DATE FOR COUNCIL ACTION: March 19, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
03.12.2026	Nicole Cottle		

9. MAYOR'S SIGNATURE: _____

BRIGHAM CITY

CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: RESOLUTION AUTHORIZING THE CITY TO ENTER INTO INTERLOCAL AGREEMENTS WITH NORTHVIEW FIRE DISTRICT, WEBER FIRE DISTRICT, TREMONTON CITY, OGDEN CITY, AND GARLAND CITY FOR FIRE SERVICES

Name of Person Requesting Legal Review: Kristina Rasmussen

Date Sent: 03-10-2026 Review Date Deadline: 03-11-2026

Reviewed by Attorney: Nicole Cottle Date: 3/10/26

☒ Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Kristina Rasmussen Date: 3/10/26

☐ Accepted as Received

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

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

RESOLUTION 26-_____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO INTERLOCAL AGREEMENTS WITH NORTHVIEW FIRE DISTRICT, WEBER FIRE DISTRICT, TREMONTON CITY OGDEN CITY AND GARLAND CITY FOR FIRE SERVICES MUTUAL AID

WHEREAS, Northview Fire District, Weber Fire District, Tremonton City, Ogden City and Garland City desire to enter into mutual aid agreements with Brigham City; and

WHEREAS, Mutual aid is important to the fire service and provides a great benefit to each jurisdiction; and

WHEREAS, Utah Code requires that interlocal agreements formed under Title 11 require review and approval by the City Council;

WHEREAS, Brigham City finds it to be in the best interest of the health, safety and welfare of their residents to provide and receive mutual from Northview, Weber, Tremonton, Ogden and Garland and to enter into this Interlocal Agreement to set forth the terms of their mutual aid;

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

1. The City Council authorizes the City to enter into interlocal agreements with Northview Fire District, Weber Fire District, Tremonton Fire District, Ogden City, and Garland City for fire services mutual aid.

DATED THIS _____ DAY OF MARCH, 2026.

BRIGHAM CITY CORPORATION

ATTEST:

_____

Dennis J Bott, Mayor

_____

Kristina Rasmussen, City Recorder

RESOLUTION NO. 26-16

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN BRIGHAM FIRE, AND TREMONTON FIRE DEPARTMENT FOR MUTUAL AID SERVICES

WHEREAS, the Tremonton City Fire Department (hereinafter "Tremonton Fire") provides emergency medical and ambulance transport services within the jurisdiction of Tremonton City and surrounding areas; and

WHEREAS, Tremonton City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City and Tremonton City find it to be in the best interest of the health, safety and welfare of their residents to assist each other in various ways under a mutual aid agreement and to enter into this Interlocal Agreement to set forth the terms of their mutual aid.

NOW THEREFORE BE IT RESOLVED, that the Tremonton City Council hereby approves an Interlocal Agreement with Brigham Fire for Mutal Aid Services as attached in Exhibit "A". The Mayor is hereby authorized to execute the Interlocal Agreement on behalf of Tremonton City, with such minor modifications as may be necessary and approved by the City Attorney and Fire Chief, provided such modifications do not materially alter the substance of the agreement.

This resolution shall become effective immediately upon adoption.

Adopted and passed by the governing body of Tremonton City Corporation this 17th day of February, 2026.

TREMONTON CITY CORPORATION

Bret Rohde, Mayor

ATTEST:

Cynthia Nelson

Cynthia Nelson, City Recorder

TREMONTON CITY CORPORATE SEAL
TREMONTON
VISIT | CONNECT | STAY
STATE OF UTAH

EXHIBIT "A"

INTERLOCAL AGREEMENT BETWEEN BRIGHAM CITY FIRE DEPARTMENT, AND TREMONTON CITY FIRE DEPARTMENT FOR MUTUAL AID SERVICES.

This Agreement is entered into between Brigham City Fire Department, a municipal corporation (hereinafter "Brigham City") and Tremonton City Fire Department, a municipal corporation (hereinafter "Tremonton"), and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Tremonton City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City and Tremonton City find it to be in the best interest of the health, safety and welfare of their residents to assist each other in various ways under a mutual aid agreement and to enter into this Interlocal Agreement to set forth the terms of their mutual aid;

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

1. The Fire department and the firefighting and EMS equipment of the above-named political subdivisions, shall regard and assist each other upon call in time of emergency and disaster to such an extent, as shall be determined by the Chief of the responding fire department, or by his authorized personnel.

2. Tremonton agrees and promises to Indemnify and hold Brigham City, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and/or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Tremonton and/or its officers, agents or employees.

3. Brigham City agrees and promises to Indemnify and hold Tremonton, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and/or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Brigham City and/or its officers, agents or employees.

4. The political subdivision requesting assistance shall have overall command of any incident wherein the fire department of the responding political subdivision is called for assistance subject to the provision of paragraph 5.

5. The Chief of the responding fire department, or their authorized agent, may at their discretion, provide only such equipment and personnel as in their opinion may be safely spared from their territorial limits, and in case any emergency arises within their territory, while the equipment and personnel for the fire department are engaged in firefighting or EMS activities for the other political subdivision, recall from service of such other subdivision such equipment and personnel as in their opinion, be considered necessary to meet the said emergency. The determinations of the Chief of the responding agency, or their authorized agent, as to what equipment shall be furnished or withdrawn, as provided herein, shall be final and conclusive, and shall not be subject to any legal challenge by the requesting subdivision.

6. Except as set forth in paragraph 2 and 3, each political subdivision shall pay and be responsible for its own costs and expenses incurred in providing a response under the terms and provisions of this agreement.

7. The term of this agreement shall be for (1) year. This agreement shall renew automatically on the anniversary date unless notice is received sixty (60) days prior to the anniversary date that either party desires to terminate the agreement.

8. Any request for assistance shall include a statement of the amount, and the type of equipment, number of personnel requested, and shall specify the location to which the equipment and personnel are to be furnished. Such requests shall be determined by a representative of the requesting organization.

9. The Chief of the Tremonton City Fire, and of the Brigham City Fire Department shall jointly administer and coordinate the performance of this agreement.

10. Each party to this agreement shall maintain its own insurance coverage for equipment and personnel.

11. Should either party default in terms, covenants, or conditions in this agreement, the defaulting party agrees to pay all costs and expenses of enforcing the same, including reasonable legal fees.

12. Modification. This Agreement may not be modified or amended except in writing by all Parties hereto.

13. No Separate Entity. This Agreement does not create a separate legal or administrative entity and no third-party rights are created by the enactment of this Agreement. As allowed in Utah Code Ann. § 11-13-201, the Parties are cooperating jointly together to exercise their individual powers and privileges.

14. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the *Utah Interlocal Cooperation Act,* the Parties agree as follows:

(a) This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions and approval but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act.*

(b) In accordance with the provisions of the Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

(c) A duly executed copy of this Agreement shall be filed with the keeper of records or each Party pursuant to Utah Code Ann. § 11-13-209 of the *Utah Interlocal Cooperation Act.*

15. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreement, the later agreements shall be controlling.

16. Severability. If any provision of this Agreement is construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

17. Authorization. The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enable to execute this Agreement on behalf of the Parties.

18. Notices. Any notice or other communication by any Party hereto to any other Party relating to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed.

If to Brigham: Brigham City Fire Chief
442 West Forest St.
Brigham City, Utah 84302

If to Tremonton: Tremonton City Fire Chief
95 South 100 West
Tremonton, Utah 84337

TREMONTON CITY FIRE

By: _____ Date: February 23, 2026
Mayor

Approved as to Form

By: _____
Tremonton City Attorney

BRIGHAM CITY

By: _____ Date: _____
Mayor

ATTEST:

_____
City Recorder

Approved as to Form

By: _____
Brigham City Attorney

INTERLOCAL AGREEMENT BETWEEN BRIGHAM CITY FIRE DEPARTMENT AND GARLAND CITY FIRE DEPARTMENT FOR MUTUAL AID SERVICES.

This Agreement is entered into between Brigham City Fire Department, a municipal corporation (hereinafter "Brigham City"), and Garland City Fire Department, a municipal corporation (hereinafter "Garland"), and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Garland City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

WHEREAS, Brigham City and Garland City find it to be in the best interest of the health, safety, and welfare of their residents to assist each other in various ways under a mutual aid agreement and to enter into this Interlocal Agreement to set forth the terms of their mutual aid;

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

1. The Fire department and the firefighting and EMS equipment of the above-named political subdivisions shall regard and assist each other upon call in time of emergency and disaster to such an extent as shall be determined by the Chief of the responding fire department, or by his authorized personnel.

2. Garland agrees and promises to Indemnify and hold Brigham City, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and/or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Garland and/or its officers, agents or employees.

3. Brigham City agrees and promises to Indemnify and hold Garland, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and/or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Brigham City and/or its officers, agents or employees.

4. The political subdivision requesting assistance shall have overall command of any incident wherein the fire department of the responding political subdivision is called for assistance subject to the provision of paragraph 5.

5. The Chief of the responding fire department, or their authorized agent, may at their discretion, provide only such equipment and personnel as in their opinion may be safely spared from their territorial limits, and in case any emergency arises within their territory, while the equipment and personnel for the fire department are engaged in firefighting or EMS activities for the other political subdivision, recall from service of such other subdivision such equipment and personnel as in their opinion, be considered necessary to meet the said emergency. The determinations of the Chief of the responding agency, or their authorized agent, as to what equipment shall be furnished or withdrawn, as provided herein, shall be final and conclusive, and shall not be subject to any legal challenge by the requesting subdivision.

6. Except as set forth in paragraphs 2 and 3, each political subdivision shall pay and be responsible for its own costs and expenses incurred in providing a response under the terms and provisions of this agreement.

7. The term of this agreement shall be for (1) year. This agreement shall renew automatically on the anniversary date unless notice is received sixty (60) days prior to the anniversary date that either party desires to terminate the agreement.

8. Any request for assistance shall include a statement of the amount, the type of equipment, and the number of personnel requested, and shall specify the location to which the equipment and personnel are to be furnished. Such requests shall be determined by a representative of the requesting organization.

9. The Chief of the Garland City Fire Department and of the Brigham City Fire Department shall jointly administer and coordinate the performance of this agreement.

10. Each party to this agreement shall maintain its own insurance coverage for equipment and personnel.

11. Should either party default in terms, covenants, or conditions in this agreement, the defaulting party agrees to pay all costs and expenses of enforcing the same, including reasonable legal fees.

12. Modification. This Agreement may not be modified or amended except in writing by all Parties hereto.

13. No Separate Entity. This Agreement does not create a separate legal or administrative entity, and it does not create any third-party rights. As permitted under Utah Code Ann. § 11-13-201, the Parties are jointly cooperating to exercise their individual powers and privileges.

14. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the *Utah Interlocal Cooperation Act,* the Parties agree as follows:

(a) This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions and approval but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act.*

(b) In accordance with the provisions of the Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

(c) A duly executed copy of this Agreement shall be filed with the keeper of records or each Party pursuant to Utah Code Ann. § 11-13-209 of the *Utah Interlocal Cooperation Act.*

15. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreement, the later agreements shall be controlling.

16. Severability. If any provision of this Agreement is construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

17. Authorization. The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enable to execute this Agreement on behalf of the Parties.

18. Notices. Any notice or other communication by any Party hereto to any other Party relating to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed.

If to Brigham: Brigham City Fire Chief
442 West Forest St.
Brigham City, Utah 84302

If to Garland: Garland City Fire Chief
72 North Main Street
Garland, Utah 84312

GARLAND CITY FIRE

By:_____ Date: 18 FEB 2026
Mayor

BRIGHAM CITY

By:_____ Date:_____
Mayor

ATTEST:

_____
City Recorder

Approved as to Form

By:_____
Brigham City Attorney

INTERLOCAL AGREEMENT BETWEEN BRIGHAM CITY FIRE DEPARTMENT, AND NORTHVIEW FIRE DISTRICT FOR MUTUAL AID SERVICES.

This Agreement is entered into between Brigham City Fire Department, a municipal corporation (hereinafter "Brigham City") and Northview Fire District, a special district (hereinafter "Northview"), and collectively referred to as the "Parties."

WITNESSETH:

Whereas Northview has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

Whereas Brigham City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment; and

Whereas Brigham City and Northview believe it to be their mutual benefit to enter into this written agreement concerning the terms as are hereinafter set forth,

Now, Therefore, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. The Fire department and the firefighting and EMS equipment of the above-named political subdivisions, shall regard and assist each other upon call in time of emergency and disaster to such an extent, as shall be determined by the Chief of the responding fire department, or by his authorized personnel.

2. Northview agrees and promises to Indemnify and hold Brigham City, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and/or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Northview and/or its officers, agents or employees.

3. Brigham City agrees and promises to Indemnify and hold Northview, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and/or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Brigham City and/or its officers, agents or employees.

4. The political subdivision requesting assistance shall have overall command of any incident wherein the fire department of the responding political subdivision is called for assistance subject to the provision of paragraph 5.

5. The Chief of the responding fire department, or their authorized agent, may at their discretion, provide only such equipment and personnel as in their opinion may be safely spared from their territorial limits, and in case any emergency arises within their territory, while the equipment and personnel for the fire department are engaged in firefighting or EMS activities for the other political subdivision, recall from service of such other subdivision such equipment and personnel as in their opinion, be considered necessary to meet the said emergency. The determinations of the Chief of the responding agency, or their authorized agent, as to what equipment shall be furnished or withdrawn, as provided herein, shall be final and conclusive, and shall not be subject to any legal challenge by the requesting subdivision.

6. Except as set forth in paragraph two, each political subdivision shall pay and be responsible for its own costs and expenses incurred in providing a response under the terms and provisions of this agreement.

7. The term of this agreement shall be for (1) year. This agreement shall be renewed automatically on the anniversary date unless notice is received sixty (60) days prior to the anniversary date that either party desires to terminate the agreement.

8. Any request for assistance shall include a statement of the amount, and the type of equipment, number of personnel requested, and shall specify the location to which the equipment and personnel are to be furnished. Such requests shall be determined by a representative of the requesting organization.

9. The Chief of the Northview Fire District, and of the Brigham City Fire Department shall jointly administer and coordinate the performance of this agreement.

10. Each party to this agreement shall maintain its own insurance coverage for equipment and personnel.

11. Should either party default in terms, covenants, or conditions in this agreement, the defaulting party agrees to pay all costs and expenses of enforcing the same, including reasonable legal fees.

DEFINITIONS

Transport Services: The transportation and continued care as necessary from the event area to a local hospital of the patients choosing or of the choice of the medical provider.

AGREEMENT

1. Utilization of Additional Resources and Assistance. Nothing in this agreement prevents any Party to this Agreement from requesting resources such as medical helicopters or additional resources needed to provide for the care of patient(s) or to mitigate emergency situations."

2. Modification. This Agreement may not be modified or amended except in writing by all Parties hereto.

3. No Separate Entity. This Agreement does not create a separate legal or administrative entity and no third-party rights are created by the enactment of this Agreement. As allowed in Utah Code Ann. § 11-13-201, the Parties are cooperating jointly together to exercise their individual powers and privileges.

4. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the *Utah Interlocal Cooperation Act,* the Parties agree as follows:

(a) This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions and approval but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

(b) In accordance with the provisions of the Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

(c) A duly executed copy of this Agreement shall be filed with the keeper of records or each Party pursuant to Utah Code Ann. § 11-13-209 of the *Utah Interlocal Cooperation Act*.

5. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this

Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreement, the later agreements shall be controlling.

6. Severability. If any provision of this Agreement is construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

7. Authorization. The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enabled to execute this Agreement on behalf of the Parties.

8. Notices. Any notice or other communication by any Party hereto to any other Party relating to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed.

If to Brigham: Brigham City Fire Chief
442 West Forest St.
Brigham City, Utah 84302

If to Northview: Northview Fire District Chief
315 East 2550 North St.
Ogden, Utah 84414

NORTHVIEW FIRE DISTRICT

By: _____ Date: 9/26/23
Board Chair

BRIGHAM CITY

By: _____ Date: 10/17/23
Mayor

BRIGHAM CITY UTAH CORPORATE SEAL

ATTEST:

_____
City Recorder

Approved as to Form

By: _____
Brigham City Attorney

Approved as to Form

By: Rachel S. Anderson
North View Fire District Attorney

Mutual Aid Fire/EMS Protection Agreement

This Agreement, made this 18 day of April 2025, pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et.seq., Utah Code Annotated, 1953 as amended by and among Ogden City, a Utah Municipal Corporation, referred to as "Ogden City", and Brigham City, a Utah Municipal Corporation, referred to as "Brigham City".

WHEREAS, the parties are desirous of entering into a mutual agreement for fire protection and fire related emergencies that will be beneficial to both parties; and

WHEREAS, the undersigned are entering this Agreement pursuant to Utah Code Annotated 11-13-101, et seq., and Utah Code Annotated 11-7-1, et seq., 1953, as amended, to provide a joint mutual agreement relating to the mutual response and use of firefighting equipment and personnel to fight structure fires and fire-service-related emergencies which include first response medical and basic ambulance transportation; however, excludes emergencies which require the use of hazardous material equipment or personnel both within and outside the normal geographical jurisdictional limits of each party hereto, unless the requesting department's governing body has enacted a cost recovery ordinance; and

WHEREAS, each party desires to cooperate with and assist the others in times of emergency or disaster.

NOW THEREFORE, IT IS HEREBY AGREED:

1. The area to be served by this Agreement shall be within Ogden City and Brigham City fire and EMS protection areas.

2. The Fire Department of each party agrees to respond to structure fires and fire-service-related emergencies within the geographical area of a requesting party to this Agreement with equipment and manpower based upon need as determined by the requesting party's incident commander and as equipment and personnel are available as determined by the senior officer on duty for the responding party.

3. The dispatcher shall dispatch the Fire Department from the jurisdiction where the incident is located first, and then, upon determination of need by the incident commander, a request for assistance may be made to the other Fire Department to assist in the incident.

4. Only upon the determination by the requesting department that an incident is of such a nature that additional resources are needed, and then only upon the request of the incident commander of the jurisdiction where the incident occurs, will the other fire department be dispatched to respond as provided herein. Self-dispatching of resources by participating Fire Departments of this agreement without the official request of the incident commander or the Fire Chief of the responsible jurisdiction is not acceptable.

5. Response under this Agreement shall be made only when the absence of fire personnel and/or equipment will not jeopardize the fire protection of the governmental entity furnishing assistance to another jurisdiction.

6. The dispatcher shall be requested to specify the location and directions, when necessary, to which the fire department equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished shall be finally determined by the responding organization.

7. The responding organization or organizations shall report to the incident commander in charge at the location to which the fire equipment and personnel are dispatched and shall be subject to the orders of that officer. This incident commander in charge shall be a member of the governmental entity's fire department on scene at the location where the incident is located, e.g., if the incident is within Brigham City, then a Brigham City Fire Department member on scene shall be the incident commander unless otherwise delegated.

8. Responding equipment and personnel shall be released by the incident commander when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

9. Each party shall indemnify, defend, and hold all other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses and liens, including without limitation, reasonable attorney's fees, arising out of or in any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold every other party harmless there from. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the parties are otherwise entitled.

10. Parties to this Agreement shall participate in their respective Fire Officers Association forums and shall adopt safety procedures as may be developed in such forums, in the interest of firefighter safety.

11. The effect of the death or injury of any firefighter who is killed or injured outside the territorial limits of the governmental entity where he is a member of the firefighting department and while that department is functioning pursuant to this Agreement shall be the same as if he were killed or injured while that department was functioning within its own territorial limits; and such death or injury shall be considered to be in the line of duty.

12. Each party to this Agreement shall be responsible for worker's compensation and other benefits accruing to the members of their own department and such other employee-related matters, including insurance, as would normally occur for their own department.

13. No party to this Agreement shall be reimbursed by any other party to this Agreement for any direct expenses or direct losses incurred as a result of providing fire department services within another party's jurisdiction under the terms of this Agreement, except as otherwise provided and funded through cost recovery ordinances, or funding made available to the requesting Fire Department through state or federal resources.

14. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

15. This Agreement shall not relieve any party to this Agreement of any obligation or responsibility imposed upon a party to this Agreement by law, except that the performance of a responding party may be offered in satisfaction of any such obligation or responsibility of the requesting party to the extent of actual and timely performance thereof by the responding party.

16. The term of this Agreement shall commence on the date of execution by the last party hereto and shall continue for a period of five (5) Years. Any party may terminate its obligations hereunder without cause by providing thirty (30) days prior written notice to all the remaining parties.

17. This Agreement, as a condition precedent to its entry into effect, shall be submitted to the authorized attorney of each governmental entity for approval as to form in accordance with the provision of Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended.

18. The individuals signing this Agreement on behalf of each of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this Agreement on behalf of the parties.

19. Each party to this Agreement shall determine whether a resolution is required for this type of Agreement and shall act in accordance therewith. If execution of this Agreement is determined to be an executive function by a party in accordance with the provisions of the Interlocal Cooperation Act as set forth in Title 11, Chapter 13, Utah Code, the adoption of a resolution of approval is not required.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

BRIGHAM CITY,

A Municipal Corporation

Board Chair

ATTEST:

Kristina Rasmussen

Dated this 28 day of March, 2025.

APPROVED AS TO FORM:

Attorney for Brigham City

OGDEN CITY,
A Municipal Corporation

Benjamin K Nadolski (Apr 2, 2025 12:42 MDT)
Mayor

ATTEST:

Lee Ann Peterson

City Recorder 04/02/2025

Dated this 2 day of 2025, 2025.

APPROVED AS TO FORM:

katie m ellis

katie m ellis (Apr 2, 2025 11:30 MDT)
Attorney for Ogden City

INTERLOCAL AGREEMENT BETWEEN BRIGHAM CITY FIRE DEPARTMENT, AND WEBER FIRE DISTRICT FOR MUTUAL AID SERVICES.

This Interlocal Agreement (hereinafter "Agreement") is entered into between Brigham City, a municipal corporation (hereinafter "Brigham City"), and Weber Fire District, a special service district (hereinafter "Weber"), and collectively referred to as the "Party or Parties", for mutual aid fire and emergency medical services.

WITNESSETH:

Whereas, Weber has a Fire District with certain fire trucks, ambulances, and firefighting equipment; and

Whereas, Brigham City has a Fire Department with certain fire trucks, ambulances, and firefighting equipment: and

Whereas, the Parties are desirous of entering into an interlocal agreement to provide mutual aid for fire protection and emergency medical services; and

Whereas, Brigham City and Weber believe it to be their mutual benefit to enter into this written Agreement concerning the terms as are hereinafter set forth; and

Now, Therefore, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Each Party shall regard and assist each other upon call in time of emergency and disaster to such an extent, as shall be determined by the Chief of the responding Party, or by his authorized personnel

2. Weber agrees and promises to indemnify and hold Brigham City, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Weber and or its officers, agents or employees.

3. Brigham City agrees and promises to indemnify and hold Weber, its officers, agents, officials and employees harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, cost, fees, expenses, and/or compensation are known or unknown are in law, or equity, and without limitation, all claims of relief which

can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of Brigham City and/or its officers, agents or employees.

4. The Party requesting assistance shall have overall command of any incident wherein the fire department of the responding Party is called for assistance subject to the provision of paragraph 5.

5. The Chief of the responding Party, or their authorized agent, may at their discretion, provide only such equipment and personnel as in their opinion may be safely spared from their territorial limits, and in case any emergency arises within their territory, while the equipment and personnel for the fire department are engaged in firefighting or EMS activities for the other political subdivision, recall from service of such other subdivision such equipment and personnel as in their opinion, be considered necessary to meet the said emergency. The determinations of the Chief of the responding Party, or their authorized agent, as to what equipment shall be furnished or withdrawn, as provided herein, shall be final and conclusive, and shall not be subject to any legal challenge by the requesting Party.

6 Except as set forth in paragraphs two and three, each Party shall pay and be responsible for its own costs and expenses incurred in providing a response under the terms and provisions of this Agreement.

7 The term of this Agreement shall be for one (1) year. This agreement shall renew automatically on the anniversary date. Any party may terminate its obligations under this Agreement after giving thirty (30) days advance written notice of termination to the other Party.

8. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

    a. The Party being requested must be currently in an "available" status.
    b. The responding Party must respond immediately from the fire station to which they are assigned immediately upon receipt of the alarm. All such responders must ride the fire engine to the incident. None shall respond by private vehicle.
    c. Dispatch will issue the following information to the responding Party:
        i. Address of incident;
        ii. Type of fire;
        iii. Type of equipment requested;
        iv. Number of personnel requested;
        v. Special considerations of life safety;
        vi. Incident command designation; and
        vii. Commander's name or unit when available.
    d. All Parties under this Agreement will function under the Incident Command System as taught by the Utah Fire and Rescue Academy and as practiced

under area local guidelines and standard operating procedures (SOP's). The responding Party shall report to the Incident Commander at the location to which the equipment is dispatched and shall be subject to the orders of that commander

e. The responding Party shall be released by the requesting organization when the services of the responding Party are determined to not be required or when the responding Party is needed to provide fire protection to its own jurisdiction, such need to be the sole determination of the responding organization.

f. Assistance under this Agreement may be refused by the supervising shift officer or any of the Parties if, in the supervisor's best judgment, it is determined that the Party is unable to reasonably respond.

9. The Chief of the Weber Fire District and the Brigham City Fire Department shall jointly administer and coordinate the performance of this Agreement.

10. Each Party to this Agreement shall maintain its own insurance coverage for equipment and personnel.

11. Each Party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a consequence of performing this Agreement.

12. All privileges and immunities from liability which surround the activities of any firefighting force or fire department, when performing its functions within the other Party's territorial limits, shall apply to the activities of that other Party's firefighting department while furnishing fire protection outside its territorial limits under this Agreement

13. The effect of the death or injury of any firefighter, who is killed or injured while responding to an incident outside the territorial limits of the Party of which the firefighter is a member and while that department is functioning pursuant to this Agreement, shall be the same as if the firefighter were killed or injured while that department was functioning within its own territorial limits, and such death or injury shall be considered to be in the line of duty

14. Utilization of Additional Resources and Assistance. Nothing in this Agreement prevents any Party to this Agreement from requesting resources such as medical helicopters or additional resources needed to provide for the care of patient(s) or to mitigate emergency situations.

15. Modification. This Agreement may not be modified or amended except in writing by all Parties hereto

16. No Separate Entity. This Agreement does not create a separate legal or administrative entity, and no third-party rights are created by the enactment of this Agreement. As

allowed in Utah Code Ann. § 11-13-201, the Parties are cooperating jointly together to exercise their individual powers and privileges. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

17. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

(a) This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions and approval but only if such resolutions of the legislative bodies of the Parties are required by the Utah Interlocal Cooperation Act.

(b) In accordance with the provisions of the Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

(c) A duly executed copy of this Agreement shall be filed with the keeper of records or each Party pursuant to Utah Code Ann. § 11-13-209 of the Utah Interlocal Cooperation Act.

18. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreement, the later agreements shall be controlling.

19. Severability. If any provision of this Agreement is construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

20. Authorization. The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enabled to execute this Agreement on behalf of the Parties.

21. Notices. Any notice or other communication by any Party hereto to any other Party relating to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below:

and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed

If to Brigham: Brigham City Fire Chief
442 West Forest St.
Brigham City, Utah 84302

If to Weber: Weber Fire District Chief
2023 West 1300 North
Farr West, Utah 84404

22. Incporation of Recitals. The above Recitals are hereby incorporated into this Agreement

WEBER FIRE DISTRICT

By: _____ Date 11/14/24
Board Chair

ATTEST

_____

Approved as to Form

By: _____
Weber Fire District Attorney

BRIGHAM CITY

By: _____ Date: 11/20/2024
Mayor

ATTEST:

Kristina Ruomussen
City Recorder

Approved as to Form

By: Nicole Cottle

BRIGHAM CITY, UTAH CORPORATE SEAL

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Jeff Schmitt

2. DEPARTMENT OR DIVISION: Administration

3. DATE INITIATED: March 12, 2026

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

   Dave Berg Presenting Power Rate Study Updates

5. ESTIMATED TIME NEEDED: 20 Minutes

6. PROPOSED DATE FOR COUNCIL ACTION: March 19, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

Date	Name	Signature	Attachment
03.12.2026	Jeff Schmitt		X

9. MAYOR'S SIGNATURE: _____