



NOTICE AND AGENDA

BRIGHAM CITY COUNCIL MEETING

Thursday, December 18, 2025 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

1. Thought, Reading, or Invocation – Pastor Sigmon, Rocky Mountain Bible Church
2. Pledge of Allegiance

6:03 LAKEVIEW ELEMENTARY STUDENT AWARDS

6:10 CONSENT

1. Approval of December 4, 2025 Work Session and City Council Meeting Minutes
2. Request to Write Off Utility Accounts Due To Being Sent To Collections
3. Request to Write Off Library Accounts Due To Being Sent To Collections
4. Request for Approval of 2026 Annual Meeting Notice
5. Request for Approval of 2026 Holiday Schedule
6. Request for Approval of 2026-27 Claims Review Committee
7. Councilmembers Appointments to Boards and Commissions

6:15 PUBLIC COMMENTS ¹ *(Per Utah Code, Council will receive input only, no decision can be made)*

6:20 COUNCILMEMBER COMMENTS

6:25 CITY ADMINISTRATOR UPDATE

6:30 ACTION ITEMS

1. Consideration of Resolution supporting America250 Utah and Recognizing and Approving of the Brigham City Utah250 Community Committee – Paul Larsen
2. Approval of Interlocal Agreement with UIPA Regarding Sales Tax Distributions – Tom Kotter
3. Consideration of Ordinance Repealing Renumbering and Enacting The Brigham City Code Title I General Provisions – Nicole Cottle

7:00 DISCUSSION ITEMS

1. FY 2024-25 Audit Presentation – Tom Kotter

7:15 CLOSED SESSION

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

Assigned times may vary depending on 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 December 11, 2025. A copy was also provided to the Box Elder New Journal.

Kristina Rasmussen, City Recorder

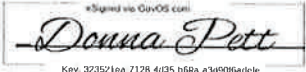
¹ Each individual is limited to three minutes. Total input period is limited to 15 minutes.

**BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING**

1. INITIATED BY: Donna
2. DEPARTMENT OR DIVISION: Mayor's Office
3. DATE INITIATED: December 04, 2025
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
Student Citizenship Awards - Lake View Elementary

5. ESTIMATED TIME NEEDED: 10 minutes
6. PROPOSED DATE FOR COUNCIL ACTION: December 18, 2025
7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
December 04, 2025	Donna Pett	 Signed via GovOS.com Key: 323521ea 7128 4d35 b6ea a3d006ade1e	

9. MAYOR'S SIGNATURE:


Signed via GovOS.com
Key: 805b8e0c e6b3 440c 0dc9 270804ef12c

WORK SESSION OF THE
BRIGHAM CITY COUNCIL
DECEMBER 4, 2025
5:00 p.m.

PRESENT:	DJ Bott	Mayor
	Dave Hipp	Councilmember
	Dave Jeffries	Councilmember – <i>Arrived at 5:45</i>
	Matthew Jensen	Councilmember
	Ryan Smith	Councilmember – <i>Arrived at 5:30</i>
	Robin Troxell	Councilmember

ALSO PRESENT:	Tom Cooper	Power Director
	Nicole Cottle	City Attorney
	Tom Kotter	Finance Director
	Derek Oyler	City Administrator
	Kristina Rasmussen	City Recorder
	Chief Reyes	Police Chief

Mayor Bott called the work session to order at 5:05 p.m. He turned the time over to the City Attorney, Nicole Cottle, for discussion on City Code updates. Nicole introduced the purpose of her work: conducting a full, citywide review of the Brigham City Municipal Code to make it more legally compliant, defensible, user-friendly, organized, and transparent.

Nicole reviewed the legal authority under which cities operate. Utah is a Hutchinson Rule state, meaning that:

- If state law does not explicitly prohibit something, a city may do it.
- Municipal authority is exercised primarily through:
 - Ordinances – the binding rules governing land use, business licensing, operations, and governmental structure.
 - Resolutions – the policy directives from the City Council to the Mayor and staff.

Nicole described her approach as a multi-layered review, which she moves through for every single word of the code:

1. Legal Review

She evaluates all sections to determine whether they comply with:

- Current Utah statutory requirements,
- Case law, including both favorable and unfavorable judicial decisions,
- Known or newly required changes from the Legislature.

She has identified a few cross-code conflicts, such as standards duplicated in multiple places or conflicting rules in different chapters. These are being consolidated or resolved.

2. Grammatical and Structural Review

Nicole is applying consistent grammar, formatting, and language across the code. She emphasized parallelism, meaning each section is structured similarly, even if the content differs. For example, Brigham City's current code contains sections with purpose statements, policy explanations, irregular numbering, or unusual formatting next to other sections written in entirely different styles.

She clarified that purpose statements and policy narratives do not belong in the codified rules themselves but belong in the “whereas” clauses of the ordinance that adopts them. The codified text should simply contain the rule.

3. Usability & Readability Review

She evaluates the code as if she were:

- A resident,
- A business owner,
- A developer,
- A court reviewing the City’s actions.

Clarity supports defensibility, consistency in enforcement, and public trust.

4. Definitions, Ambiguities & Obsolete Language

Brigham City’s code contains definitions scattered in multiple chapters. She is consolidating these so a term has one meaning everywhere. She is also ensuring the language is modern, minimal, and legally defensible.

Renumbering the Entire Code

The existing numbering system is one of the biggest usability problems. Nicole demonstrated the current structure on American Legal’s website:

- Titles skip numbers: 1, 3, 5, 7, 9, 11..., which confuses users.
- Sections are numbered using a complicated decimal system such as 10.001, which does not correspond intuitively to a Title–Chapter–Section format.

She compared this to the Utah Code, which follows a consistent structure (e.g., 3-1-1 = Title 3, Chapter 1, Section 1). Brigham City’s numbering does not parallel this, making navigation difficult for:

- The public,
- Staff,
- Police officers and code enforcement officers,
- Developers,
- Attorneys.

The proposed renumbering will:

- Use all titles sequentially (no missing numbers),
- Adopt a clear Title–Chapter–Section hierarchy,
- Apply consistent subsection formatting,
- Make the entire code intuitive and navigable.

How the Updated Code Will Be Adopted: Full Repeal and Re-enactment

Nicole explained that attempting to show these changes to Council in traditional redline/strikeout format would produce pages that are essentially entirely crossed out and replaced, making the redline unreadable.

Instead, she proposes the following:

75 Full Repeal & Re-enactment

- 76 • Entire sections will be repealed and re-enacted in clean, reorganized form.
- 77 • Only substantive policy changes will be called out explicitly in a separate summary.

78 The updated code will automatically include “prior code references” at the bottom of each section. Some
79 sections will have large lists of former numbers, reflecting frequent amendments.

80 Nicole and the Mayor noted that this historical tracking is essential for:

- 81 • Development agreements referencing old code sections,
- 82 • Litigation,
- 83 • Transparency,
- 84 • Understanding the evolution of policy.

85 Proposed New Title Structure – Including a Consolidated Fee Schedule

86 Nicole previewed the proposed reorganization into sequential and intuitive titles such as:

- 87 • Title 1 – General Provisions
- 88 • Title 2 – City Government (administration, council, police, fire)
- 89 • Title 3 – Public Utilities and City Services
- 90 • Title 4 – Consolidated Fee Schedule and Impact Fees
- 91 • Title 5 – Business Licensing
- 92 • Title 6 – Land Use & Zoning

93 Consolidated Fee Schedule (Title 4)

94 The proposal is to create one centralized, codified fee schedule that includes:

- 95 • Parks and recreation fees,
- 96 • Utility rates (stormwater, sewer, power),
- 97 • Cemetery fees,
- 98 • Airport hangar fees,
- 99 • Library fees,
- 100 • Impact fees (recently updated; merely relocated).

101 A councilmember raised a concern that a consolidated schedule might feel disconnected from the
102 underlying department or policy discussion. Nicole and Derek clarified:

- 103 • The initial consolidation ordinance will simply place fees in one location.
- 104 • Any future changes to a fee will come back to Council in ordinance form with detailed policy
105 “whereas” explanations.
- 106 • All changes remain public, transparent, and linked to discussion and justification.

107 Derek added that this approach also allows the City to remove duplicative attachments and policies
108 scattered across dozens of old resolutions—especially utility shutoff and penalty procedures, which often
109 repeat the same language in multiple places.

110 Council felt the consolidated schedule would be highly user-friendly, especially for residents.

111 Land Use Code Rewrite and Public Hearing Process

112 The land use portion of the code will be the most complex. Nicole explained:

- 113 • This portion requires public hearings before both the Planning Commission and the City Council,
- 114 as required by Utah law.
- 115 • It contains the most policy analysis.
- 116 • It will likely extend into the spring, with significant staff involvement.

117 A question was asked regarding the role of American Legal, the City's code publishing company.

118 Nicole explained:

- 119 • Brigham City will continue using American Legal.
- 120 • After adoption, the City sends American Legal a formatted version of the new code.
- 121 • American Legal:
 - 122 ○ Verifies accuracy,
 - 123 ○ Implements approved numbering,
 - 124 ○ Sets up links and formatting on the public-facing website,
 - 125 ○ Publishes the official online version.

126 Nicole and explained that the City intends to bring Title 1 and Title 2 to the Council at the next meeting
127 for review and possible adoption.

128 Nicole will also provide:

- 129 • A "key" or guide explaining titles, chapters, sections, ordinances, and numbering,
- 130 • The old-to-new matrix,
- 131 • Additional explanatory tools as needed.

132 Councilmembers expressed appreciation for the clarity of Nicole's presentation and acknowledged the
133 scope of the project. Nicole reiterated that a comprehensive rewrite is extremely rare for cities, but she is
134 confident that when completed, Brigham City will have one of the cleanest, most organized, defensible
135 municipal codes in Utah.

136 The work session adjourned at 5:56 PM

137 *The undersigned duly appointed Recorder for Brigham City Corporation hereby certifies that the*
138 *foregoing is a true, accurate and complete record of the December 4, 2025 City Council Work Session.*

139
140 *Dated this 22nd of December, 2025.*
141

142
143
144 Kristina Rasmussen, City Recorder
145

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

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4
**REGULAR SESSION OF THE
BRIGHAM CITY COUNCIL
DECEMBER 4, 2025
6:00 p.m.**

5 **PRESENT:** DJ Bott Mayor
6 Dave Hipp Councilmember
7 Dave Jeffries Councilmember
8 Matthew Jensen Councilmember
9 Ryan Smith Councilmember
10 Robin Troxell Councilmember

11 **ALSO PRESENT:** Tom Cooper Power Director
12 Nicole Cottle City Attorney
13 Tom Kotter Finance Director
14 Derek Oyler City Administrator
15 Tyler Pugsley Assistant City Administrator
16 Kristina Rasmussen City Recorder
17 Chief Reyes Police Chief
18 Chief Thueson Fire Chief
19 Aaron Wade Gilmore Wade – *via Zoom*

20 Mayor Bott called the meeting to order at 6:00 p.m. The invocation was offered by Bishop Thomas Rust,
21 Brigham City Mountain View Ward. The Pledge of Allegiance followed.

22 **CONSENT AGENDA**

23 Mayor Bott introduced two consent items:

- 24 1. Approval of the November 18, 2025 Election Canvass and November 20, 2025 City Council
25 Meeting Minutes.
26 2. Approval For Updates To Employee Policy & Procedures Chapter 9 – Full Time Employee
27 Benefits, Regarding Leave Payout Calculations.

28 Councilmember Jensen made a motion to approve the consent item as presented. Councilmember Hipp
29 seconded the motion. The vote was unanimous in favor.

30 **EMPLOYEE RECOGNITION**

31 Mayor Bott recognized Kaylor Golightly as a part time Wasterwater Grounds Maintenance worker.

32 **PUBLIC HEARING**

33 **Consideration Of Resolution For The Creation Of Avian Shores Public Infrastructure District As**
34 **An Independent District, Authorizing and Approving A Governing Document, Appointing A Board**
35 **Of Trustees, and Authorizing Other Documents In Connection Therewith; and Related Matters**

36 The Mayor turned the time over to Mr. Aaron Wade of Gilmore & Bell, who joined the meeting remotely.

37 Mr. Wade explained that the governing document functions as a “charter” or “constitution” for the PID.
38 Together with state law, it sets out how the PID will be governed, including:

- 39 • Establishing the initial district boundaries and a defined annexation area within which the district
40 may expand or contract in the future.

- 41 • Clarifying that any boundary changes require the consent of the current property owner, so
- 42 properties can only be added or removed if the owner requests it.
- 43 • Allowing the district to impose property taxes and special assessments, with the requirement that
- 44 any special assessment on residential property be prepaid before the homes are conveyed to
- 45 ultimate homeowners.
- 46 • Providing for the appointment of an initial board of trustees consisting of property owners or their
- 47 agents, which will thereafter be self-appointing rather than appointed by the City Council.

48 He further noted there was still a blank in the governing document regarding the concept of an “approved
49 development plan.” Based on discussions with the applicant, it appeared the applicant was primarily
50 interested in a development agreement, while the City’s primary focus was on the zoning overlay. Mr.
51 Wade recommended clarifying that approval of the zoning would constitute the “approved development
52 plan,” and he emphasized it was his understanding that the City was not requiring a development
53 agreement for this project. He stated that, upon Council approval, staff and legal counsel would be
54 authorized to make any final adjustments needed to align the document with the Council’s direction.

55 Mr. Wade then addressed details related to debt limits. In response to a question from the Council, he
56 explained that while the governing document includes a maximum mill levy, there had also been a blank
57 for the maximum debt amount. The applicant proposed filling in a maximum limited tax debt limit of \$20
58 million.

59 The Council then engaged in a series of clarifying questions.

60 One councilmember asked, with a \$20 million cap, who is responsible if costs exceed that amount. Staff
61 clarified that any overruns beyond the \$20 million would be borne by the developer, not by the city or the
62 district’s taxpayers.

63 A councilmember then confirmed that the proposed PID would apply only to the Avian Shores property.
64 Mr. Wade stated that the district encompasses only the property covered by the petition and that all
65 property owners within that area have consented to inclusion in the district. He emphasized that no one
66 elsewhere in the city would be subject to this PID tax unless they later chose to move into the
67 development.

68 The Mayor also asked for clarification on what happens to the PID tax once the bonds are paid off. Mr.
69 Wade explained that the PID property tax levy is expected to remain in place only until the bonds are paid
70 off or discharged. After that point, the tax would go away and the district would take steps to dissolve,
71 since there would no longer be a purpose for the district.

72 Another councilmember raised a question about the phasing of the development. Because the homes
73 would not all be constructed at once, the councilmember asked how taxes would work for a homeowner
74 who buys in Phase 1 versus someone who buys in Phase 4, and whether they would be responsible for
75 “back” obligations. Mr. Wade explained that, like other property taxes, the PID tax is based on the
76 assessed value established by the county assessor and billed annually on the standard November tax
77 notice. During early phases, the developer pays taxes on the vacant land, which is assessed at a lower
78 value. When a homeowner moves in, that homeowner becomes responsible for the taxes going forward,
79 not retroactively..

80 At this point, staff requested permission from the Mayor to briefly explain what the PID funding would
81 specifically build, particularly for the benefit of the larger audience present at this meeting compared to
82 two weeks prior. The Mayor agreed that would be helpful.

83 Staff then outlined that the up to \$20 million in PID debt must be 100% spent on public infrastructure.
84 Key components include:

- 1200 West roadway improvements from near Forest Street south to the current dead-end of 1200 West, consistent with the City's general plan showing a 106-foot right-of-way and constructed to City standards.
- A regional sewer lift station, needed because wastewater from development west of 1200 West cannot flow back to the existing sewer line on 12th West. This lift station would be fully funded by the PID.
- Installation of storm drain, sewer, and water infrastructure, and the public rights-of-way and roadways necessary to serve the project.
- A public trail network as part of the development.
- Potential pocket parks or regional parks, subject to how the development and any related agreements come together through the future approval process.

Councilmembers then continued with additional questions.

One councilmember asked what would happen if, after construction of only 20–30 homes, the market “bottomed out” and further development stalled for perhaps 15–20 years. Mr. Wade explained that the PID bonds are structured as limited tax general obligation bonds, which differ from traditional general obligation bonds (often issued by school districts, cities, or counties). In a traditional general obligation bond, the issuer pledges its full faith and credit and must raise taxes as necessary to meet its obligations. In contrast, the PID bonds are limited tax bonds, meaning there is a cap on the tax rate and the PID cannot increase the rate beyond the approved ceiling.

Mr. Wade also noted that the statute allows for a longer tax “runway” to help mitigate this risk:

- The district could issue bonds with maturities up to 31 years, and
- The maximum tax term is 40 years from the date of imposition for that bond.

This allows taxes to continue to be levied past the bond's maturity to help make investors whole. After 40 years, however, the district is no longer authorized to impose the tax and the bonds would be deemed discharged, even if investors have not recovered all their investment. He emphasized that this structure provides protections for property owners, including:

- A cap on the tax rate (mill levy) that cannot be exceeded, and
- A definitive end date after which the tax must cease and the obligations are treated as discharged.

A councilmember then asked whether parcels owned by Brigham City Corporation within the district would be subject to the PID tax. Staff clarified that City-owned parcels retain their tax-exempt status and would not be subject to the PID levy, and Mr. Wade confirmed that nothing about this district changes the City's exemption.

Another question from the Council asked whether there were any timelines built into the documents for completion of infrastructure. Mr. Wade replied that there are currently no specific completion deadlines in the PID documents; the timing would generally be driven by the developer, since it is their bond and project. Staff then explained that, regardless of the PID structure, existing City codes and development standards still apply. Requirements for public infrastructure necessary for a Certificate of Occupancy, final plat approval, and other normal development processes remain in full force.

Councilmember Smith made a motion to open the public hearing specific to the Creation of Avian Shores Public Infrastructure District. Seconded by Councilmember Jeffries and approved unanimously.

Paul Robertson – expressed concern about water and soil conditions in the proposed district area. He noted existing springs and irrigation lines between the railroad and freeway, possible wetlands/subbing areas, active water rights, and the potential for liquefaction in a major earthquake. He urged the City to

128 carefully define water rights and streambeds, and to coordinate with state water officials to ensure
129 rational, safe development.

130 **Ben Soholt** – said he prefers this PID structure over others but raised several questions:

- 131 • How many children the project will add to the school system.
- 132 • Whether the school board has been consulted and if this growth could require higher school taxes.
- 133 • Whether new residents will cover ongoing costs for parks, police, and emergency services, or if
- 134 taxes might need to rise citywide.

135 He also voiced concern about growing faster than the community can absorb, though he stated he believes
136 this is a better development than some prior approvals.

137 Staff and the Mayor later noted:

- 138 • Impact fees (for parks, police, fire, etc.) apply here the same as elsewhere.
- 139 • Property and sales tax from higher-density residential help support ongoing services.
- 140 • The school district has been meeting with Brigham City and Tremonton for 18–24 months and is
- 141 aware of Avian Shores, but it is a separate elected body that makes its own decisions and must
- 142 react to growth.

143 **Julianna Larson** – urged the City to work closely with the Army Corps of Engineers and be very
144 thorough about water and safety before placing hundreds of homes in the area. She also questioned how
145 successful PIDs have been in situations comparable to Brigham City and encouraged the City to push its
146 analysis “as far as we can” to ensure the project is viable and safe.

147 In response, the City Administrator explained:

- 148 • Brigham’s first PID (an industrial area) has not moved forward because the company backed out,
- 149 not because the PID tool failed.
- 150 • PIDs are increasingly used across Utah; staff has consulted with other cities (e.g., Cedar City) and
- 151 legal counsel to structure this one properly.
- 152 • PIDs provide a way for new development to pay for its own infrastructure rather than relying on
- 153 existing taxpayers.

154 **Jake Barker** – said he supports needed housing and is familiar with PID-funded projects like Firefly in
155 Eagle Mountain. He asked how the City can leverage this PID to provide strong community assets,
156 especially parks, that benefit both those inside and outside the district. His questions included:

- 157 • Whether parks and recreation impact fees are the same inside the PID.
- 158 • Whether the developer builds the parks and then deeds them to the City.
- 159 • Why multifamily park impact fees are lower than single-family, given higher likely park usage
- 160 • Whether there is a real opportunity here to provide a true regional park, not just retention basins
- 161 or minimal green spaces.

162 The Mayor and staff responded that:

- 163 • Impact fees build parks, but ongoing maintenance falls on the City’s operating budget
- 164 • For that reason, the City leans toward smaller pocket parks, though a regional park is identified
- 165 conceptually.
- 166 • The development will also deliver major public benefits: full-width construction of 1200 West,
- 167 utility infrastructure, and a trail system available to the entire community.

168 Councilmember Jensen made a motion to close the public hearing. Seconded by Councilmember Hipp.

169 **Motion:** Councilmember Smith moved to approve the resolution For The Creation Of Avian
170 Shores Public Infrastructure District As An Independent District, Authorizing and Approving A
171 Governing Document, Appointing A Board Of Trustees, and Authorizing Other Documents In
172 Connection Therewith; and Related Matters. Seconded by Councilmember Jeffries.

173 **Roll Call:**

174 Councilmember Hipp – Aye; Councilmember Jensen – Aye; Councilmember Smith – Aye;
175 Councilmember Troxell– Aye; Councilmember Jeffries – Aye

176 PUBLIC COMMENT

177 **Paul Robertson** – gave his annual update on Pioneer Park Pond, reporting several duck broods
178 disappearing and expressed concern about excess duck feeding and food left on sidewalks. He asked that
179 a snowplow route be created from the road by the swimming pool to the Forest Street sidewalk so
180 pedestrians don't have to walk through deep snow. He also questioned recent soccer fee increases,

181 **Kelly Oakley** – expressed concern that adding a new park in the Avian Shores area, given current limited
182 park maintenance funds, could eventually lead to additional tax increases, which she feels are already too
183 high when combined with recent school tax hikes. She is worried about the cumulative growth impacts of
184 the proposed nuclear plant. She also referenced discussion of making Mantua Reservoir and Trail a state
185 park, and expressed concern that it would bring more people and new user fees.

186 **Jake Barker** – said he values Brigham's small-town feel but recognizes growth is inevitable. He focused
187 on the future 1200 West connection to 1100 South, noting he lives near the health department and has
188 seen concept plans with a spur connecting into his neighborhood. He urged a thoughtful roadway layout
189 that keeps higher-volume traffic out of residential streets.

190 **Billy Marshall** – stated that her Brigham property lies within the Avian Shores area, in the strip
191 extending south from 400 West. She asked whether the planned widening and improvement of 1200 West
192 will occur on the east side, west side, or both, as that will directly affect her land. She also proposed
193 installing a large American flag on the Brigham-owned knoll above Mantua.

194 **Lane Henderson** – expressed concern about the removal of lilac bushes along the cemetery, He also
195 asked whether the City has considered the impact on nearby property values if the cemetery is more fully
196 exposed.

197 COUNCILMEMBER COMMENTS

198
199 **Councilmember Troxell** - announced that the Bear River Association of Governments has opened
200 applications for the Social Services Block Grant for nonprofits in Box Elder, Cache, and Rich counties,
201 with a deadline of January 15. She encouraged better communication between the City and residents—
202 especially on issues that surface on social media—and said she would like to see:

- 203
 - The cemetery plan for the lilac/bush removal and replacement.
 - More public information on state park discussions (Mantua) and on the nuclear hub.

205 **Councilmember Hipp** - thanked the many residents who attended and commented, saying he appreciated
206 the respectful tone and the chance for back-and-forth earlier in the meeting. He reminded residents they
207 can always reach out to councilmembers individually for background or clarification on issues.

Councilmember Jensen - echoed appreciation for the strong public turnout and interaction. He also shared positive feedback he'd received about the Christmas Village.

Mayor Bott - The Mayor thanked residents for their participation and addressed several themes raised during public comment:

- **Taxes & Inflation:** He acknowledged concerns about tax increases, explaining that ongoing inflation in wages, materials, and infrastructure costs makes some increases unavoidable. He emphasized that the Council represents a broad cross-section of the community and takes tax decisions very seriously. He invited residents to attend budget work sessions beginning in April/May, where the proposed budget and any potential tax changes are discussed in detail.
- **Growth vs. Small-Town Feel:** The Mayor noted that if a city doesn't grow at least modestly, it effectively falls behind, because infrastructure wears out and must be replaced. He said his focus is on recruiting business and industry to broaden the tax base and help keep residential taxes lower, while staff works hard to "deconstruct" and preserve the small-town feel even as new development like Avian Shores occurs.
- **Mantua / Proposed State Park:** He confirmed that Brigham City has been in ongoing discussions about a possible state park at Mantua Reservoir, and that the City was somewhat surprised by the early public announcement tied to the Governor's budget. He explained that Brigham City currently pays significant costs to maintain the reservoir and address algae blooms, and that a state park could shift some of that burden to user fees instead of Brigham taxpayers.
- **Cemetery & Expansion:** The Mayor, noting his own deep family ties to the cemetery, said he is committed to keeping it one of the best-maintained cemeteries in the state. He explained that the cemetery is running out of space and is essentially landlocked, so the City must plan for expansion and reconfiguration (including road adjustments) to avoid needing two cemeteries in the future. He acknowledged concerns about screening and security, and said a long-term cemetery plan is in progress, with the constant being that more room is needed.

ACTION ITEM

Consideration of Updating Recreation Fee Resolution To Include Soccer Programming Fees

The Mayor invited Chris Horsley, the new Recreation Director, to present the proposal to update the recreation fee resolution to include soccer programming fees.

Chris began by reviewing national data from the Aspen Institute's "Project Play," highlighting that kids who participate in sports are much more likely to remain active as adults, and that youth sports correlate with better health, better test scores, and reduced risky behaviors. He used a couple of infographics in the slideshow to reinforce the point that strong recreation programs benefit not just individuals but the overall health and feel of a community.

From there, Chris shifted to the proposal itself. He explained that Brigham City Recreation plans to launch a city-run soccer program this spring, starting with a phased approach. Phase one would focus on TOTS and U6, generally ages three to six. The TOTS program would be a six-week, non-scrimmage skills and games format focused on fun and basic motor skills. The U6 program would be more traditional, with small-sided scrimmages so the kids get lots of touches on the ball. Over time, in future spring and fall sessions, staff would phase in U8, U10, and U12 divisions as the younger kids age up.

He emphasized that the phased rollout is intentional: staff wants to dial in quality, logistics, and coaching support with the youngest age groups first before expanding. He noted that games are planned at the Sports Complex, and that while City programs would have priority, they still intend to offer field rentals to other user groups as field conditions and space allow. He also mentioned plans to introduce an adult 7-on-7 soccer program, played on a smaller field.

253 Chris then showed the proposed fee schedule and walked through it briefly. He explained that when you
254 factor in AYSO's national membership fee, Brigham's proposed rates come in slightly below what
255 families would pay through AYSO, and that the fees are comparable to programs in nearby cities like
256 Tremonton, Nibley, and Farmington.

257 At that point, councilmembers started asking questions. One question focused on the projected
258 participation numbers on the slide: it looked like the jump from TOTS/U6 into the older age groups was
259 relatively small. Chris explained that the projections are conservative; the model assumes only about half
260 of the U6 kids immediately move into U8, which is why the first year numbers look modest. As the
261 program matures, they expect fuller U8 and U10 divisions. He also reiterated that if demand is stronger
262 than projected and staff feels confident with quality and logistics, they are open to accelerating the
263 schedule and not waiting all the way to 2027 before adding U10 and U12.

264 Another thread of discussion centered on why the City is starting its own soccer program instead of just
265 trying to attract AYSO or existing organizations back. One councilmember noted that Brigham had once
266 had a very strong AYSO presence, and that various comp and youth programs, including football and
267 soccer, had drifted away from Brigham fields—sometimes reportedly because of field-use fees and
268 access. He said he'd like to see the City focus on fixing those relationships and bringing teams back, and
269 also questioned why the rollout for older age groups was pushed as far as fall 2027 instead of capitalizing
270 on interest around the 2026 World Cup.

271 Chris responded on the rollout question, returning to the quality-first approach. City Administrator Derek
272 Oyler weighed in on the broader philosophical issue. He said the City has been talking about running its
273 own soccer programs for longer than Mayor Bott has been in office, and this isn't a rushed idea. The
274 staff's view is that Brigham City should be directly providing at least the recreation-level soccer program,
275 given the City's role, its facilities, and the kind of "Brigham feel" they are trying to preserve as the
276 community grows.

277 Another councilmember spoke from personal experience, saying that growing up in Brigham, city
278 recreation programs were critical for kids in lower-income neighborhoods who otherwise couldn't afford
279 travel or comp leagues. She said she sees City rec as the entry point for all kids, with comp organizations
280 still playing an important role later for higher-level play. Others agreed that soccer is an easy, accessible
281 sport—just shoes and a ball—and that the City should have a role in providing that kind of opportunity.

282 From there, the conversation expanded into field use fees more generally, especially for comp leagues and
283 outside organizations. Several councilmembers noted that when field rental fees were increased in recent
284 years, they worried about "pricing people out," and now they are seeing programs leave Brigham for
285 fields in other communities. They expressed interest in revisiting those fees, not to eliminate them, but to
286 make sure they're fair and competitive—especially for larger leagues that need a lot of field hours.

287 The Mayor and staff reminded the Council that field-use fees were based on a detailed cost study, and
288 even now only recover roughly a quarter of the true cost of maintenance, utilities, and staff. They also
289 stressed that staff cannot negotiate separate deals while the existing resolution is in place: City Council
290 sets the fees, and staff must apply them consistently. A few councilmembers said they'd like updated
291 information on maintenance costs and what neighboring cities charge so they can reassess where
292 Brigham's fees should be. There was also some back-and-forth about not wanting case-by-case
293 "negotiated" rates for individual organizations, but rather using those discussions and comparisons to
294 inform a single fair fee structure that applies evenly to all leagues.

295 By the end of the discussion, there was a clear direction that staff should refresh the cost and comparison
296 data and bring field-use fees back to the Council for further discussion, likely in late January or early in
297 the new year.

298 A final question was asked about uniforms for the youngest kids, and Chris clarified that TOTS and U6
299 would receive custom t-shirts, not oversized jerseys they'd have to "grow into."

300 **Motion:** Councilmember Troxell moved to approve the amendments to the Recreation Fee
301 Resolution to include soccer programming fees. Seconded by Councilmember Hipp.

302 **Roll Call:**
303 Councilmember Hipp – Aye; Councilmember Jensen – Aye; Councilmember Smith – Aye;
304 Councilmember Troxell – Aye; Councilmember Jeffries – Aye

305
306 At 8:07 PM Councilmember Smith made a motion to adjourn into closed session to discuss real
307 property. The motion was seconded by Councilmember Jeffries and carried out unanimously.

308 Councilmember Troxell – Aye; Councilmember Jeffries – Aye; Councilmember Jensen – Aye;
309 Councilmember Hipp – Aye; Councilmember Smith – Aye

310 At 8:48 PM the meeting returned to open session. Councilmember Jensen made a motion to adjourn. The
311 motion was seconded by Councilmember Hipp and carried out unanimously.

312 *The undersigned duly appointed Recorder for Brigham City Corporation hereby certifies that the*
313 *foregoing is a true, accurate and complete record of the December 4, 2025 City Council Meeting.*

314
315 *Dated this 22nd of December, 2025.*

316
317
318
319 *Kristina Rasmussen, City Recorder*

320
321 ** These meeting minutes were generated with the assistance of artificial intelligence and have been
322 reviewed, edited and approved by Brigham City Staff.

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Tom Kotter

2. DEPARTMENT OR DIVISION: Administration

3. DATE INITIATED: December 10, 2025

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: December 18, 2025

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
<u>12.10.2025</u>	<u>Tom Kotter</u>		<u>xx</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

9. MAYOR'S SIGNATURE:



ACCOUNTS TO BE WRITTEN OFF
12.18.2025

Account Number	Final Balance
81.05577.6	296.99
84.05906.5	544.57
92.04256.1	753.85
92.04258.1	108.08
16.15832.2	499.26
13.04104.4	997.97
7.03405.1	204.28
25.11301.4	418.85
63.06751.6	202.85
23.02601.6	616.79
76.00696.6	88.41
7.04903.2	1042.26
76.00768.2	48.95
14.00703.3	459.65

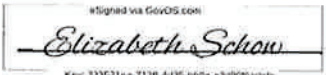
\$6,282.76

**BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING**

1. INITIATED BY: Elizabeth Schow, Library Director
2. DEPARTMENT OR DIVISION: Library
3. DATE INITIATED: December 09, 2025
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: December 18, 2025
7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
December 09, 2025	Elizabeth Schow	eSigned via GovOS.com  Key: 323521ea-7128-4d35-b60a-e3d9090acde6	
_____	_____	_____	_____

9. MAYOR'S SIGNATURE:



Library Accounts Sent to Collections

December 2025

Type of Account	# of Accounts to be sent	Total Amount	
Adult	11	\$	1,668.28
Juvenile	1	\$	65.61
TOTAL	12	\$	1,733.89

12/9/2025

December 2025

\$1,733.89 GRAND TOTAL - ADULT & JUVENILE ACCOUNTS

12/9/2025

BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING

1. INITIATED BY: Kristina Rasmussen

2. DEPARTMENT OR DIVISION: Administration

3. DATE INITIATED: December 10, 2025

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

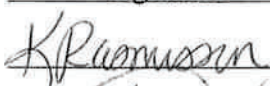
Request for approval of Annual Meeting Notice. Per Utah Code, the public body shall post an annual notice of the yearly schedule. Upon approval, this will be posted on the Utah Public Notice Website and published in the Box Elder News Journal.

5. ESTIMATED TIME NEEDED: Consent

6. PROPOSED DATE FOR COUNCIL ACTION: December 18, 2025

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
<u>12/10/2025</u>	<u>Kristina Rasmussen</u>		<u>X</u>
<u>12/10/2025</u>	<u>Tom Kotter</u>		<u> </u>

9. MAYOR'S SIGNATURE: _____



NOTICE OF THE
BRIGHAM CITY 2026 ANNUAL
MEETING SCHEDULE
FOR BOARDS AND COMMISSIONS

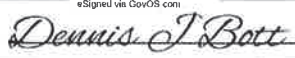
Board/Commission	Date Held	Time	Place of Meeting
Airport Advisory Board	As needed	2:00 p.m.	Council Chambers
Appeal Authority	2 nd Wed, as needed	5:30 p.m.	Council Chambers
Council Meetings	1 st and 3 rd Thurs	6:00 p.m.	Council Chambers
Joint Advisory Board	2 nd Tues, as needed	7:00 p.m.	Council Chambers
Library Board of Trustees	3 rd Tuesday	7:00 p.m.	Library, Room 3
Planning Commission	1 st and 3 rd Tues	6:00 p.m.	Council Chambers
Redevelopment Agency	As needed	Immediately following Council meetings	Council Chambers

**BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING**

1. INITIATED BY: DJ Bott
2. DEPARTMENT OR DIVISION: Mayor's Office
3. DATE INITIATED: December 03, 2025
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
2026 Holiday Schedule

5. ESTIMATED TIME NEEDED: 1 min
6. PROPOSED DATE FOR COUNCIL ACTION: December 18, 2025
7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
December 03, 2025	Dennis J. Bott	eSigned via GovOS.com  Key: 323521ea-7128-4d35-b69a-e3d90f5ade1e	

9. MAYOR'S SIGNATURE:

eSigned via GovOS.com

Key: 605d4e0c-e6d3-442e-bd08-2708b4e4e02c

2026 Holiday Schedule

1	New Year's Day	January 1, 2026	Thursday
2	Martin Luther King Jr. Day	January 19, 2026	Monday
3	President's Day	February 16, 2026	Monday
4	Memorial Day	May 25, 2026	Monday
5	Juneteenth	June 19, 2026	Friday
6	Independence Day	July 3, 2026	Friday
7	Pioneer Day	July 24, 2026	Friday
8	Labor Day	September 7, 2026	Monday
9	Columbus Day	October 12, 2026	Monday
10	Veterans Day	November 11, 2026	Wednesday
11	Thanksgiving Day	November 26, 2026	Thursday
12	Day After Thanksgiving	November 27, 2026	Friday
13	Christmas Day	December 24, 2026	4 hours off on Thursday
14	Christmas Day	December 25, 2026	Friday

* On October 15, 2020, the City Council approved **four (4) hours off on Christmas Eve as a regular holiday**. This will occur when Christmas Eve is on a weekday (Monday - Thursday).

**BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING**

1. INITIATED BY: Kristina Rasmussen
2. DEPARTMENT OR DIVISION: Administration/Finance
3. DATE INITIATED: December 03, 2025
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
Request for approval of the claims review committee. Done every two years
5. ESTIMATED TIME NEEDED: 5 Min
6. PROPOSED DATE FOR COUNCIL ACTION: December 18, 2025
7. EXPLANATION OF DEADLINE, IF APPLICABLE:
8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
<u>December 03, 2025</u>	<u>Kristina Rasmussen</u>	*Signed via GovOS.com  Key: 322521ba-7128-4d25-b69a-a3d7005a0c1e	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

9. MAYOR'S SIGNATURE:

*Signed via GovOS.com

Key: 605d6e0c-a1b3-440c-ba15-270804e1121c

CLAIMS REVIEW COMMITTEE

2026	
January 1, 2026 – March 31, 2026	Councilmember Smith
April 1, 2026 – June 30, 2026	Councilmember Hipp
July 1, 2026 – September 30, 2026	Councilmember Jeffries
October 1, 2026 – December 31, 2026	Councilmember Jensen
2027	
January 1, 2027 – March 31, 2027	Councilmember Troxell
April 1, 2027 – June 30, 2027	Councilmember Smith
July 1, 2027 – September 30, 2027	Councilmember Hipp
October 1, 2027 – December 31, 2027	Councilmember Jeffries

**BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING**

1. INITIATED BY: DJ Bott
2. DEPARTMENT OR DIVISION: Mayor
3. DATE INITIATED: 12/3/25
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
2026 Council Member Assignments

5. ESTIMATED TIME NEEDED: 1min
6. PROPOSED DATE FOR COUNCIL ACTION: 12/18/25
7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
_____	_____	_____	_____
_____	_____	_____	_____

9. MAYOR'S SIGNATURE:



2026 Brigham City Council Member Assignments

Council Member Dave Jeffries	Council Member Matt Jensen	Council Member Dave Hipp	Council Member Ryan Smith	Council Member Robin Troxell
Golf Course Commission (Eve – As needed)	Airport Advisory Board (2:00 p.m. as needed)	Youth City Council (Eve – 2 nd & 4 th Mon @ 5:15 p.m.)	Chamber of Commerce Board and Government Affairs Committee (Day – See Chamber schedule)	USU Advisory Board (Day – 3 rd Thurs @ 4:30 p.m. in USU BC Campus Room 170 G)
Cost Savings Review (TBD as needed)	Cost Savings Review Committee (Day – As needed)	2nd position: Utah League of Cities & Towns (ULCT) (TBD – as needed)	1st position: Utah League of Cities & Towns (ULCT) (TBD – as needed)	Library Board of Directors (Eve – 3 rd Tue @ 7:00 p.m.)
Benefits Committee (Day – As needed)	Mosquito Abatement Terms run for 4 years, so whoever is assigned will be on for a full term ending 1/1/29. (Tyson Packer, 723-3700)	Personnel Committee (As needed)	Historic Preservation & Museum Gallery Board (TBD - As needed)	Personnel Committee (As Needed)
	Arbor Day Task Force (As needed)			BRAG Human Services Board Voted on and appointed by BRAG

NOTE: Mayor Bott will serve on the Water Conservancy District and on the Utopia Board

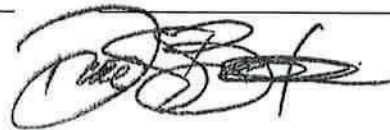
**BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING**

1. INITIATED BY: Paul Larsen
2. DEPARTMENT OR DIVISION: Community & Economic Development
3. DATE INITIATED: 12/4/25
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
Resolution supporting America250 Utah and Recognizing and Approving of the Brigham City Utah250 Community Committee
5. ESTIMATED TIME NEEDED: 10 minutes
6. PROPOSED DATE FOR COUNCIL ACTION: 12/18/20
7. EXPLANATION OF DEADLINE, IF APPLICABLE:
Resolution must be approved prior to December 31 to qualify for funds.

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
<u>12/4/2025</u>	<u>Paul Larsen</u>	<u></u>	<u>✓</u>

9. MAYOR'S SIGNATURE:



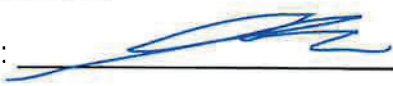


**CITY ATTORNEY
LEGAL DOCUMENT REVIEW**

Document Name: Resolution supporting America250 Utah and recognizing and approving of the Brigham City Utah250 Community Committee

Name of Person Requesting Legal Review: Paul Larsen

Date Sent: Dec. 4 Review Date Deadline: Dec. 8

Reviewed by Attorney:  Date: 12/4/25

☐ Reviewed and acceptable as submitted

☒ See suggested changes:

Returned to: Paul Larsen Date: 12/4/25

☐ Accepted as Received

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

Reviewed by Mayor's Office: _____


Derek Oyler, City Administrator

BRIGHAM CITY COUNCIL

RESOLUTION NO. ____

**A RESOLUTION OF THE BRIGHAM CITY COUNCIL SUPPORTING AMERICA250
UTAH AND RECOGNIZING AND APPROVING OF THE BRIGHAM CITY UTAH250
COMMUNITY COMMITTEE**

WHEREAS, Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America 250 Utah);

WHEREAS, the mission of America250 Utah is to commemorate and celebrate, reflect on our nation's past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state;

WHEREAS, America250 Utah is seeking partnerships with counties and municipalities to further its mission;

WHEREAS, this partnership will be formed by creating a local committee called the Brigham City Utah250 Community Committee.

WHEREAS, the Brigham City Museum of Art & History will present an educational program to accompany the exhibition "The Pen is Mightier: Writing a Revolution for the America 250 Celebrations"

WHEREAS, the Brigham City Utah250 Community Committee will focus on important events, people, and places within Brigham City to commemorate and celebrate Brigham City's role in America's 250th anniversary; and

WHEREAS, local projects will enhance tourism, community building, and economic development opportunities.

**NOW, THEREFORE, BE IT RESOLVED BY THE BRIGHAM CITY COUNCIL with
____ members present and ____ members voting in favor thereof as follows:**

SECTION 1.

1. The Mayor is hereby authorized to appoint individuals to the Brigham City Utah250 Community Committee.
2. The Brigham City Utah250 Community Committee will consist of community residents and individuals with connections to local history.
3. The Mayor is authorized to sign a Memorandum of Understanding and a Logo Usage Agreement as part of this action.
4. Brigham City recognizes the Brigham City Utah250 Community Committee as its official committee for the A250UT celebration.

5. Brigham City will partner with America250 Utah in endeavors in line with the stated mission above.

SECTION 2. EFFECTIVE DATE

This Resolution shall take effect upon its adoption and will expire on December 31, 2026.

APPROVED and **ADOPTED** this ____ day of _____, 2025.

Dennis J. Bott, Mayor

ATTEST:

Kristina Rasmussen, City Recorder



**CITY ATTORNEY
LEGAL DOCUMENT REVIEW**

Document Name: A250Utah MOU

Name of Person Requesting Legal Review: Paul Larsen

Date Sent: Dec. 4 Review Date Deadline: Dec. 8

Reviewed by Attorney: [Signature] Date: 12/4/25

☒ Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Paul Larsen Date: 12/4/25

☐ Accepted as Received

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

Reviewed by Mayor's Office: [Signature]
Derek Oyler, City Administrator

MEMORANDUM OF UNDERSTANDING

Between the
AMERICA250 UTAH COMMISSION
and

1. Parties

This Memorandum of Understanding ("MOU") is between America250 Utah Commission, hereinafter referred to as ("A250UT"), a state governmental entity, and Brigham City Corporation, a Utah municipality or county, hereafter referred to as the "City".

2. Purpose

The purpose of this memorandum is to outline the materials and information that the City will share with A250UT in direct connection to the stipend received.

3. MOU Agreement

Now, therefore, in consideration of the mutual promises and undertakings of the parties to the MOU, and for the other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties enter into this MOU subject to the following terms and conditions:

SPECIAL TERMS

4. A250UT agrees to:

- a. Allocate a stipend of \$ 1,500.00 to the City for use on events or promotion of local America250 Utah community initiatives.
- b. Provide updates on America250 Utah events and programs around the state during every other month calls starting in August 2025.
- c. Maintain open communication lines for questions and support.

5. The City agrees to:

- a. Promote America250 Utah in at least one public forum, e.g., social media post, onstage mention, or promotional materials.
- b. Collect and keep record of local anniversary events and information to share with A250UT as part of a brief archive report due August 2026, including:
 - i. How stipend dollars were utilized
 - ii. Local event/initiative(s), date(s), location(s), purpose, attendance, social media engagement, etc.
 - iii. Additional digital artifacts, including photographs
 - iv. Post at least one event on NowPlayingUtah.com specifically tagging America250 Utah
- c. To allow America250 Utah to share contact information of its designated contact for the City local America250 committee on the America250 Utah website for public use and access. Please designate contact below:
 - i. Contact name: Alana Blumenthal
 - ii. Contact email: ablumenthal@bcutah.gov
 - iii. Contact Phone number: (435) 226-1439
 - iv. Address: 24 North 300 West, Brigham City UT 84302

6. Compliance with Laws

In performance of this MOU, both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders.

* * *

By signing below, the City represents that it has carefully read this MOU and has had the opportunity to review and discuss the MOU with legal counsel. No representations, statements, or inducements, either oral or written, apart from those contained in this MOU, have been made.

Nicole Handy
Executive Director, America250 Utah Commission
Department of Cultural and Community Engagement

Date

Name: Dennis J. Bott
Title: Mayor
Affiliation: Brigham City

Date

For additional information contact:

Chris Abbott
Associate Director, America250 Utah Commission
Utah Department of Cultural & Community Engagement
chrisabbott@utah.gov
801.707.7833



**CITY ATTORNEY
LEGAL DOCUMENT REVIEW**

Document Name: A250Utah Logo Usage Agreement

Name of Person Requesting Legal Review: Paul Larsen

Date Sent: Dec. 4 Review Date Deadline: Dec. 8

Reviewed by Attorney:  Date: 12/4/25

☒ Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Paul Larsen Date: 12/4/25

☐ Accepted as Received

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

Reviewed by Mayor's Office: _____

Derek Oyler, City Administrator

AMERICA250 UTAH

LOGO USAGE AGREEMENT

This Trademark License Agreement (“Agreement”) is entered into on _____ (“Effective Date”) by and between the State of Utah’s Department of Cultural and Community Engagement, a state governmental entity with a principal place of business at 3760 S. Highland Dr., Millcreek, UT 84106 (“Department”) and Brigham City Corporation, a Utah municipal government, with a principal place of business at 20 N. Main Street, Brigham City, Utah (“Entity”). The Parties execute the Agreement under relevant provisions of the Interlocal Cooperation Act at Title 11, Chapter 13 of the Utah Code.

BACKGROUND FACTS

In preparation for America’s 250th anniversary (“Semiquincentennial”) in 2026, Utah’s goal is to create a brand identity for the Semiquincentennial that can bring communities together and generate awareness for the anniversary. To that end, America250 Utah has chosen to utilize a licensing agreement for its logo and name with the national foundation, America250™. The Department’s hope is that, in coordination with counties, cities, tribes, and organizations planning events around the state, we can create a unifying America250 Utah brand that creates a sense of cohesion leading up to 2026, bringing together celebrations and commemorations around the state and country.

To permit local governments to access the America250 Utah logo and use the America250 name in individual brand identity, we will share this Agreement, which functions as a standalone licensing agreement, with county, city, and tribal committees that complete the steps detailed in the next paragraph. These local governments will receive a community-specific logo to use. To become a Utah250 Community member and receive a community-specific logo, Entity must do each of the following:

- 1) Pass a resolution in a public meeting of its governing commission or council;
- 2) Submit to the Department a list of Entity’s Utah250 Community committee members;
- 3) Share with the Department the committee’s plans and detail how Entity will utilize any funds or branding received by America250 Utah in alliance with America250 Utah’s mission, vision, and pillars; and
- 4) Sign and return this Agreement to the Department.

SCOPE OF WORK

After communities have completed the above four steps, America250 Utah will share a unique, community-specific logo with the municipality and an organizing stipend. Counties and Tribal nations that create a Utah250 Community committee may receive a stipend of \$3,000 and city councils may receive a stipend of \$1,500.

TERMS AND CONDITIONS

The parties agree as follows:

ARTICLE I—DEFINITIONS

Unless the Agreement clearly indicates the contrary, the following terms have the following meanings:

1.1 “Confidential Information” means information that is deemed private, protected, controlled, or confidential under applicable state and federal laws, including personal information. The Department and the State of Utah reserve the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

1.2 “Trademark” means the Entity-specific logo that the Department creates and provide to Entity under this Agreement.

1.3 “Licensed Products” means any Entity-designed or -produced products that feature the Trademark.

1.4 “Licensed Territory” means the United States and its territories, and possessions.

ARTICLE II—GRANT OF TRADEMARK LICENSE

2.1 If for any reason Entity wishes to utilize the America250 Utah or America250™ logos or marks in a way not permitted by this Agreement, Entity must first submit a request to Nicole Handy for Department review and approval.

2.2 Upon the terms and conditions in this Agreement, the Department grants to Entity and Entity accepts, for the Agreement term, the limited right to use the Trademark in the Licensed Territory.

2.3 Unless sooner terminated under Article VI, the Agreement will remain in force until December 31, 2026. If the Agreement is renewed, the new Agreement shall expire five (5) years from the prior expiration date.

2.4 The Department shall be permitted to provide input on and final say on the Trademark’s use in any Licensed Product.

2.5 This Agreement may be amended or modified only by written agreement of both parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in the Agreement.

2.6 The Department may use the Trademark however it wishes and may grant license rights for any use of its Trademark to other vendors during the term of this Agreement.

2.7 Entity has no authorization, express or implied, to bind the Department or the State of Utah to any agreements, settlements, liability, or understanding and agrees not to perform acts as an agent for the Department.

2.8 The Department and the America250 Foundation, Inc. ("Foundation") have executed a separate agreement ("Contract"), available to Entity upon request, that governs the Department's right to use and sublicense at least one separate trademark from which the Trademark is derived. In using the Trademark, Entity shall be bound to all terms and limitations applicable to the Department under the Contract. Among other things, those terms and limitations include Branding and Trademark Usage Guidelines that govern the use of the Trademark. Though the Department has reviewed the Contract and made the good-faith determination that nothing in this Agreement conflicts with the separate agreement, this determination does not constitute legal advice. Entity shall be responsible for securing legal advice and opinions from its own legal counsel.

ARTICLE III—USE OF TRADEMARK

3.1 Except as authorized under this Agreement, Entity will not use the Trademark or trade name in any manner for or in connection with the use, advertising, sale, offer for sale, or promotion of any Licensed Products without the express written consent of the Department. Entity agrees to comply with all licensing terms and limitations applicable to the State of Utah under its STATE & TERRITORY PARTNERSHIP & SUBLICENSE AGREEMENT with America250.org.

3.2 Entity undertakes fully and without reservation to render to the Department all assistance in connection with any matter pertaining to the Trademark protection, including furnishing documents, records, files, or other information; making available its employees; and executing all necessary documents. The Foundation will maintain the registration for the Trademark.

3.3 Apart from its license rights under this Agreement, Entity will not acquire any right, title, or interest in the Trademark during this Agreement.

3.4 Entity may not challenge the validity or ownership of the Trademark or assist in any claim that is adverse to the Department or the State of Utah. Furthermore, Entity may not commit an act that may prejudice the Foundation or the Department's rights in the Trademark or damage the Foundation or the Department's reputation. Entity may not attempt to register a trademark similar to the Trademark. The Parties agree that if Entity violates this or any other provision in this Agreement, the Department or the State of Utah will suffer economic harm and the Department or the State of Utah will be entitled to seek reasonable damages.

3.5 In addition to the permitted uses described in Article III, Entity may use the Trademark to do each of the following:

- i. Promote events and programs commemorating the Semiquincentennial.
- ii. Share the Trademark with agencies and organizations in the Entity's city, county, or tribal jurisdiction;

- iii. Produce, sell, and distribute merchandise bearing the Trademark, subject to all other terms of this Agreement, including Article IV;
- iv. Create and promote an America250 website with Entity's county, city, or tribal name prominently represented; and
- v. Utilize the Trademark—but not any of the separate trademarks from which the Trademark is derived—for fundraising, corporate sponsorship, or any other commercial activity.

3.6 Entity may not do any of the following:

- i. Alter the Trademark in any way;
- ii. Pursue merchandising or royalty agreements involving the words "America250" or any registered America250 mark; or
- iii. Use the Trademark in connection with the promotion of any partisan or political event or activity.

ARTICLE IV—QUALITY CONTROL

4.1 As noted in Section 2.8, the Trademark derives from separate trademarks owned by the Foundation. Entity may not design or sell products that feature any of those separate trademarks without the Department's prior written approval.

4.2 Entity will produce, sell, and distribute Licensed Products in accordance with all applicable federal, state, and local laws. The quality of the Licensed Products will at all times be equal to or greater than the quality of any other products currently produced or sold by Entity.

4.3 On each anniversary of this Agreement, or from time to time upon the Department's reasonable request, the Department may review random samples of Licensed Products. The Department may also review any labels, cartons, containers, packing and wrapping material, and advertising and promotional items used in connection with the use Trademark by Entity.

4.4 If the Department objects to a quality change in the Licensed Products, it will inform Entity immediately, in writing, and specify the reasons for such disapproval. Entity will have twenty-one (21) days from the certified mail receipt of such notice to cure any defects. If the Parties acknowledge that the cure will take longer than twenty-one (21) days, Entity may ask for one 14-day extension. If any defects are not cured, the Department may terminate the Agreement under Article 6.1.

ARTICLE V—ADVERTISING

5.1 From time to time upon the Department's reasonable request, Entity will furnish to the Department, without cost, representative advertising, promotion, and sales examples of materials bearing the Trademark to the Department to ensure that the Trademark's use accords with this Agreement.

5.2 In all printed materials, Entity must acknowledge that the Foundation owns and the Department sublicenses the Trademark.

ARTICLE VI—DEFAULT AND TERMINATION

6.1 The Department may terminate this Agreement with cause at any time by written notice to Entity. Cause includes Entity's breach of any provisions in this Agreement or if Entity is otherwise in default and does not cure the breach or default within twenty-one (21) days after written notice by the Department, delivered via USPS certified mail.

6.2 This Agreement may also be terminated without cause (for convenience), in advance of the expiration date, by either party, upon one hundred eighty (180) days' prior written termination notice being given to the other party.

6.3 If this Agreement is terminated by the Department for cause, or terminated without cause by either party, the Parties will confer on the sale of remaining Licensed Product and the Department reserves the right to demand that the remaining inventory be sold within one hundred eighty (180) days. Upon termination of this Agreement, and after the one hundred eighty (180) day sell-off period, Entity will be prohibited from selling Licensed Product. If any portion of the stipend has not been used or spent by Entity, then within five business days of notice of termination from the Department, Entity shall refund the unused portion of the stipend. If Entity creates a material breach of this Agreement, the Department shall have the right to demand and collect the stipend from Entity.

ARTICLE VII—INDEMNIFICATION AND INSURANCE

7.1 Entity shall hold harmless, defend, and indemnify the Department against any and all claims, demands, and causes of action arising out of any defects or Entity's failure to perform as to the Licensed Products or any material used in connection therewith or any use thereof.

7.2 Entity represents that it is a fully self-insured governmental entity covered by Utah's Division of Risk Management or a comparable agency within its county, municipal, or tribal government. Based solely on this representation, Entity shall not be required to carry additional insurance. If at any time during the Agreement term the first sentence of this section ceases to be true, Entity shall immediately purchase commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of such insurance shall be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, and Entity shall add the State of Utah as an additional insured with notice of cancellation.

7.3 Entity warrants that any Licensed Products provided by them under this License Agreement will not, to Entity's knowledge, infringe any third-party copyrights, patents, Trademark, or trade secrets that exist, arise, or are enforceable under the laws of the United States.

ARTICLE VIII—MISCELLANEOUS

8.1 The Parties are governmental entities subject to the Governmental Immunity Act ("Act").

The execution of this Agreement does not constitute a waiver or forfeiture of any protections or defenses under the Act.

8.2 This Agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

8.3 Entity agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Entity's employees.

8.4 Entity will not represent itself as the agent or legal representative for the Department, the State of Utah, or the Foundation for any purpose whatsoever, and has no right to create or assume any similar obligation, express or implied, for or on behalf of the Department, the State of Utah, or the Foundation in any way. This Agreement does not create any agency, partnership, or joint venture between the parties.

8.5 This Agreement will not be assigned, transferred, or sublicensed by Entity except with the Department's prior written consent. Any violation of the preceding sentence is null and void and any attempt by Entity to assign, transfer, or sublicense its rights will result in immediate termination of this Agreement and Entity's rights to the Trademark. Subject to such restriction and to the restriction against assignment provided above, this Agreement binds to the parties' benefit and their permitted successors.

8.6 If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall remain valid.

8.7 Neither party will be held responsible for delay or default caused by fire, riot, act of God, and/or war that is beyond that party's reasonable control. The Department or the State of Utah may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

8.8 A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

8.9 In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

8.10 This Agreement constitutes the complete and final agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

8.11 All notices and statements required under this Agreement will be in writing addressed to the parties as set forth below and sent certified mail or email, return receipt requested, unless an address change notification is given in writing. The mailing date is the date the notice or statement is given.

If to the Department:

Salt Lake City, UT 84114

If to Entity:

Attn: Nicole Handy
Department of Cultural and Community
Engagement
3760 South Highland Drive

(This section is intentionally left blank. Signature page follows)

IN WITNESS, the parties have caused this instrument to be duly executed as of the day and year first above written.

**State of Utah, Department of
Cultural and Community
Engagement:**

Brigham City Corporation:

Print Name:
Title:
Date:

Print Name:
Title:
Date

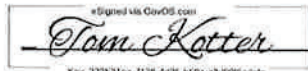
**BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING**

1. INITIATED BY: Tom Kotter
2. DEPARTMENT OR DIVISION: Admin
3. DATE INITIATED: December 03, 2025
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

We need to establish an interlocal agreement with UIPA regarding sales tax distributions. Recent changes to State Code direct the Utah State Tax Commission to remit sales tax generated within UIPA project area boundaries directly to UIPA. This agreement ensures that UIPA, in turn, will remit to Brigham City the portion of those sales tax revenues that are attributable to transactions within Brigham City's jurisdictional boundaries.

5. ESTIMATED TIME NEEDED: 5 minutes
6. PROPOSED DATE FOR COUNCIL ACTION: December 18, 2025
7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
December 03, 2025	Tom Kotter	 eSigned via GovOn.com Key: 323521ea-7128-4c3b-b69a-43d0ff6a1a7e	
_____	_____	_____	_____

9. MAYOR'S SIGNATURE:


eSigned via GovOn.com
Key: 605b8b0c-e6b3-440c-bdc9-2700b4e1u2c



**CITY ATTORNEY
LEGAL DOCUMENT REVIEW**

Document Name: UIPA Sales Tax

Name of Person Requesting Legal Review: Tom Kotter

Date Sent: 11/20/25 Review Date Deadline: 11/25/25

Reviewed by Attorney: [Signature] Date: 12/1/25

☒ Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Tom Kotter Date: 12/1/25

☐ Accepted as Received

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

Reviewed by Mayor's Office: [Signature]
Derek Oyler, City Administrator

#2 under agreement regarding sales & use tax.

INTERLOCAL COOPERATION AGREEMENT

Between

UTAH INLAND PORT AUTHORITY

And

BRIGHAM CITY

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”) is made and entered into as of [redacted] day of **December 2025** (“**Effective Date**”), by and between the Utah Inland Port Authority (“**UIPA**”), a Utah public entity and, Brigham City, a Utah municipal corporation (“**City**”), UIPA and the City are sometimes referred to individually as “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. UIPA is governed by the Utah Code §§ 11-58-101, *et seq.* (the “**Inland Port Act**”) which allows UIPA to create a project area to fulfill its duties and objectives.
- B. Pursuant to the Inland Port Act, UIPA created the Golden Spike: A Utah Inland Port Project Area within the boundaries of City (“**Project Area**”) and the City consented to its creation. Project Area includes land, if any, that is later added to the boundaries of the Project Area, as provided in the Inland Port Act.
- C. The Inland Port Act provides that the difference between the property taxes revenue generated within the Project Area and base taxable value (“**General Differential**”) is to be allocated in certain ways. UIPA will receive 75% of the General Differential (“**75% Differential**”) for 25 years beginning after the trigger date designated in a UIPA resolution for the project area (“**Trigger Date Resolution**”) within the Project Area (“**Collection Period**”). The City and the other taxing entities will receive 25% of the General Differential. UIPA may use the 75% Differential to: (i) support the development of the Project Area; (ii) for administrative, overhead, legal, consulting, and other operation expenses” for UIPA (“**Administrative Expenses**”); and, (iii) to share it with “a taxing entity that levies a property tax on land within the project area from which the general differential is generated”.

AGREEMENT

For good and valuable consideration, the Parties agree as follows:

1. **Term.** This agreement shall begin on the Effective Date and shall continue for 50 years or until the Development Fund is exhausted, whichever is sooner.
2. **Sales and Use Tax.** The Parties desire to provide that any sales and use tax distributed to UIPA under the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code Annotated, 1953, shall be remitted to the City.

3. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:
 - a. This Agreement shall be approved by each Party pursuant to Utah Code §11-13-202.5 of the Interlocal Cooperation Act, including by the UIPA board and the city council of the City.
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Utah Code §11-13-202.5 of the Interlocal Cooperation Act.
 - c. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Utah Code §11-13-209 of the Interlocal Cooperation Act.
 - d. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.
 - e. Any Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.
 - f. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
 - g. No joint board or entity is created through this Agreement.
 - h. The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.
4. **Governmental Immunity, Liability and Indemnity.** Both Parties acknowledge they are governmental entities under the Governmental Immunity Act of Utah (the “Act”). Subject to the provisions of the Act, the Parties agree to indemnify and hold harmless the other Party, its elected officials, officers, directors, managers, employees, agents, representatives, volunteers, heirs and assigns from any and all claims, demands, liabilities, damages, costs, expenses, rights, attorney’s fees, lawsuits and actions, of whatever kind or nature (“**Liability**”), resulting from the performance of this Agreement, except to the extent of the negligence, willful acts or omissions of the other Party, either cause or contribute to the Liability. Nothing in this Agreement shall be construed so as to waive any immunity, as it relates to third parties, enjoyed or bestowed upon either the City or UIPA.
5. **Amendments.** This Agreement may be amended, changed, modified, or altered only by an instrument in writing and signed by both Parties.
6. **Assignment.** Neither Party may assign this Agreement without the written consent of the other Party.

7. **Disputes.** Any disagreement, dispute or claim arising out of or relating to this Agreement which cannot be settled by the Parties shall first be attempted to be settled through mediation before any Party may file an action in court.
8. **Counterparts.** This Agreement may be executed in counterparts by the City and UIPA.
9. **No Third-Party Beneficiaries.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement, except solely to the obligation to pay the School District and the County, as provided in Section 3.
10. **Governing Law.** The Agreement shall be executed by the laws of the State of Utah.
11. **Entire Agreement.** The Recitals set forth above are hereby incorporated by reference as part of this Agreement. This Agreement, including the Recitals, contains the entire agreement between the Parties, with respect to the subject matter, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
12. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the Parties are executing this Agreement to be effective as of the Effective Date.

Utah Inland Port Authority, a Utah public entity

Ben Hart
Executive Director

Approved as to Proper Form and Compliance with Applicable Law:

Attorney for Utah Inland Port Authority

Brigham City, a Utah municipal corporation

DJ Bott
Mayor

Approved as to Proper Form and Compliance with Applicable Law:

NAME
City Attorney

Attest:

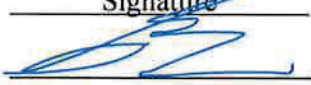
NAME
City Recorder

**BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING**

1. INITIATED BY: Nicole Cottle
2. DEPARTMENT OR DIVISION: City Attorney
3. DATE INITIATED: December 10, 2025
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

Ordinance repealing renumbering and enacting the Brigham City Code Title I General Provisions
5. ESTIMATED TIME NEEDED: 10 Minutes
6. PROPOSED DATE FOR COUNCIL ACTION: December 18, 2025
7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
<u>12.10.2025</u>	<u>Nicole Cottle</u>		
<u> </u>	<u> </u>	<u> </u>	<u> </u>

9. MAYOR'S SIGNATURE:





**CITY ATTORNEY
LEGAL DOCUMENT REVIEW**

Document Name: Ordinance repealing renumbering and enacting the Brigham
City Code Title I General Provisions

Name of Person Requesting Legal Review: Nicole Cottle

Date Sent: 12.10.2025 Review Date Deadline: 12/10/25

Reviewed by Attorney: Nicole Cottle Date: _____

☒ Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Nicole Cottle Date: 12/10/25

☐ Accepted as Received

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

Reviewed by Mayor's Office: _____

Derek Oyler
Derek Oyler, City Administrator

ORDINANCE 25- _____

**AN ORDINANCE REPEALING RENUMBERING AND
ENACTING THE BRIGHAM CITY CODE TITLE I
GENERAL PROVISIONS**

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

WHEREAS, the City has reviewed the provisions of the City Code relating to the general provisions of the City including the incorporation, classification, form of government, methods by which ordinances are enacted and administered, and the penalties associated with various ordinances; and

WHEREAS, following a thorough review and study of these sections a repeal, renumbering and reenactment is determined to be in the best interest of the City;

NOW, THEREFORE, be it ordained by the City Council of Brigham City, Utah that Title I of the Brigham City Code shall be repealed and reenacted as follows: Chapter 31.040 of the Brigham City Code be amended as follows:

1. Title I as set forth in Exhibit A to this Ordinance shall be repealed.
2. New Title 1 as set forth in Exhibit B to this Ordinance shall be enacted.
3. 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 _____, 2025.

Dennis J Bott, Mayor

ATTEST:

Kristina Rasmussen, City Recorder

EXHIBIT A

~~TITLE I: GENERAL PROVISIONS~~

~~Chapter~~

~~—10. RULES OF CONSTRUCTION; GENERAL PENALTY~~

~~—11. CITY STANDARDS~~

~~CHAPTER 10: RULES OF CONSTRUCTION; GENERAL PENALTY~~

~~Section~~

~~—10.001 How code designated and cited~~

~~—10.002 Definitions and rules of construction~~

~~—10.003 Catchlines of sections~~

~~—10.004 Provisions considered as continuations of existing ordinances~~

~~—10.005 Effect of repeal of ordinances~~

~~—10.006 Severability of parts of code~~

~~—10.007 Omission of general law not waiver of same~~

~~—10.008 Sufficiency of intent to defraud~~

~~-~~

~~—10.999 Penalty~~

~~§ 10.001 HOW CODE DESIGNATED AND CITED:~~

~~The ordinances embraced in the following chapters and sections shall constitute and be designated "The Code of the City of Brigham City, Utah", and may be so cited. Such code may also be cited as the "Brigham City Code".~~

~~(Prior Code, § 1.02.010)~~

~~§ 10.002 DEFINITIONS AND RULES OF CONSTRUCTION.~~

~~In the construction of this code and of all ordinances of the city, the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the City Council or the context clearly requires otherwise.~~

~~—BRIBE. Any goods, money, right in action, property, thing of value or advantage, present or prospective, or any promise or undertaking to give any, asked, given or accepted, with a~~

corrupt intent to influence unlawfully the person to whom it is given in his or her action, vote or opinion in any public or official capacity.

—CITY. The words “the city” or “this city” shall be construed as if followed by the words “of Brigham City, Utah”.

—CODE or THIS CODE. The Code of the City of Brigham City, Utah.

—COMPUTATION OF TIME. The time in which any act provided by law is to be done is computed by excluding the first day and including the last unless the last day is a holiday and then it also is excluded.

—CORRUPTLY. A wrongful desire to acquire or cause some pecuniary or other advantage to the person guilty of the act or omission referred to or to some other person.

—COUNCIL. The City Council of Brigham City, Utah.

—COUNTY. The County of Box Elder.

—DAY. The period of time between any midnight and the midnight following.

—DAYTIME; NIGHTTIME. DAYTIME is the period of time between sunrise and sunset. NIGHTTIME is the period of time between sunset and sunrise.

—GENDER. The masculine gender includes the feminine and neuter.

—HIGHWAY; ROAD. Includes public bridges, and may be held equivalent to the words COUNTY HIGHWAY, COUNTY ROAD, COMMON ROAD and STATE ROAD.

—IN THE CITY or WITHIN THE CITY. All territory over which the city now has, or shall hereafter acquire, jurisdiction for the exercise of its police powers or other regulatory powers.

—JAIL. The jail or prison in which prisoners of the city are confined.

—JOINT AUTHORITY. All words giving a joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

—KNOWINGLY. A knowledge that the facts exist which bring the act or omission within the provisions of this code or an ordinance. It does not require any knowledge of the unlawfulness of such an act or omission.

—MALICE and MALICIOUSLY. A wish to vex, annoy or injure another person, or an intent to do a wrongful act, established either by proof or by presumption of law.

—MONTH. A calendar month unless otherwise expressed.

—MUNICIPALITY. The words “the municipality” or “this municipality” shall be construed as if followed by the words “of Brigham City, Utah”.

—NEGLIGENCE, NEGLECT and NEGLIGENTLY. A want of such attention to the nature or probable consequence of the act or omission as a prudent man ordinarily bestows in acting in his or her own concerns.

—NUMBER. The singular number includes the plural, and the plural number includes the singular.

—OATH. Includes “affirmation” and the word “swear” includes the word “affirm”. Every mode of oral statement under oath or affirmation is embraced in the term “testify” and every written one in the term “depose”.

—OFFICERS, DEPARTMENTS AND THE LIKE. Officers, departments, boards, commissions and employees referred to in this code shall mean officers, departments, boards, commissions and employees of the city, unless the context clearly indicates otherwise. The word OFFICER shall include officers and boards in charge of departments and members of such boards.

—OFFICIAL TIME. Whenever certain hours are named in this code, they shall mean Standard Time or Daylight Saving Time, as may be in current use in the city.

—OR; AND. “Or” may be read “and”, and “and” may be read “or”, if the sense requires it.

—OWNER. Applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the whole or of a part of such building or land.

—PERSON. Any person, firm, association, organization, body politic, partnership, business trust, corporation or company.

—PERSONAL PROPERTY. Includes every species of property, except real property, as defined in this section.

—PRECEDING; FOLLOWING. The words “preceding” and “following” mean next before and next after, respectively.

—PROCESS. Includes a writ or summons issued in the course of judicial proceedings of either a civil or criminal nature.

—PROPERTY. Includes both real and personal property.

—REAL PROPERTY AND THE LIKE. The terms “land”, “real estate” and “real property” include lands, tenements, hereditaments, water rights, possessory rights and claims.

—SHALL; MAY. “Shall” is mandatory and “may” is permissive.

—SIGNATURE or SUBSCRIPTION BY MARK. Includes a mark when the signer or subscriber cannot write, such signer’s or subscriber’s name being written near the mark by a witness who writes his own name near the signer’s or subscriber’s name; but, a signature or subscription by mark can be acknowledged or can serve as a signature or subscription to a sworn statement only when two witnesses so sign their own names thereto.

—STATE. The State of Utah.

—STREET. Includes alleys, lanes, courts, boulevards, public ways, public squares and sidewalks.

—TENANT or OCCUPANT. Applied to a building or land, shall include any person holding a written or an oral lease of, or who occupies the whole or a part of such building or land, either alone or with others.

—TENSES. The present tense includes the past and future tenses, and the future includes the present.

—WEEK. A week consists of seven consecutive days.

—WILLFULLY. When applied to the intent with which an act is done or omitted implies simply a purpose or willingness to commit the act or make the omission referred to. It does not require any intent to violate the law, or to injure another, or to acquire any advantage.

—WORDS REQUIRING LICENSE OR PERMIT. Words prohibiting anything being done except in accordance with a license or permit or authority from a board or officer, shall be construed as giving such board or officer power to license or permit or authorize such thing to be done.

—WRITING. Includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this code, it shall be made in writing in the English language, unless it is expressly provided otherwise.

—YEAR. A calendar year, except where otherwise provided. The word “year” or the abbreviation “A.D.” is equivalent to the expression “year of our Lord”.

(Prior Code, § 1.02.020)

§ 10.003 CATCHLINES OF SECTIONS.

—The catchlines or titles of the several sections of this code, immediately preceding each section, are intended as mere catchwords to indicate the contents of the section and shall not be deemed or taken to be titles of such sections, nor as any part of the section, nor, unless expressly so provided, shall they be so deemed when any of such sections, including the catchlines, are amended or re-enacted.

(Prior Code, § 1.02.030)

§ 10.004 PROVISIONS CONSIDERED AS CONTINUATIONS OF EXISTING ORDINANCES.

~~—The provisions appearing in this code, so far as they are the same as those of ordinances existing at the time of the effective date of this code, shall be considered as continuations thereof and not as new enactments.~~

~~(Prior Code, § 1.02.040)~~

~~§ 10.005 EFFECT OF REPEAL OF ORDINANCES.~~

~~—(A) The repeal of an ordinance shall not revive any ordinances in force before or at the time the ordinance repealed took effect.~~

~~—(B) The repeal of an ordinance shall not affect any punishment or penalty incurred before the repeal took effect, nor any suit, prosecution or proceeding pending at the time of the repeal, for any offense committed under the ordinances repealed.~~

~~(Prior Code, § 1.02.050)~~

~~§ 10.006 SEVERABILITY OF PARTS OF CODE.~~

~~—It is hereby declared to be the intention of the Council that the sections, paragraphs, sentences, clauses and phrases of this code are severable, and if any phrase, clause, sentence, paragraph or section of this code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this code.~~

~~(Prior Code, § 1.02.060)~~

~~§ 10.007 OMISSION OF GENERAL LAW NOT WAIVER OF SAME.~~

~~—The omission to specify or enumerate in this code those provisions of the general law applicable to all cities shall not be construed as a waiver of the benefits of any such provisions.~~

~~(Prior Code, § 1.02.070)~~

~~§ 10.008 SUFFICIENCY OF INTENT TO DEFRAUD.~~

~~—Whenever by any of the provisions of this code an intent to defraud is required in order to constitute any offense, it is sufficient if any intent appears to defraud any person, association or body politic or corporate whatever.~~

~~(Prior Code, § 1.02.080)~~

§ 10.999 PENALTY.

~~—(A) Punishments; general penalty; continuing violations. The punishments, fines and other sanctions for any violations of this code shall be the same as those contained and set forth in U.C.A. Title 76, as it exists at the time this code is adopted and as it may be subsequently amended and or revised.~~

~~(Prior Code, § 1.02.090)~~

~~—(B) Imprisonment for nonpayment of general penalty; continuing violations; imprisonment for non-payment of fine.~~

~~—(1) Whenever in this code or in any ordinance of the city or rule, regulation or order promulgated by any officer or agency of the city under authority vested in him or it by law or ordinance, any act is prohibited or is declared to be unlawful, or the doing of any act is required, or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this code or any such ordinance, rule or regulation shall be punished by a fine not exceeding \$750 or imprisonment for a term not exceeding 90 days, or by both such fine and imprisonment.~~

~~—(2) Each day any violation of this code or any such ordinance, rule or regulation continues shall constitute a separate offense.~~

~~—(3) A judgment that defendant pay a fine may also direct that he be imprisoned until the amount thereof is satisfied, specifying the extent of the imprisonment, which cannot exceed one day for each \$2 of such amount. For state law as to imprisonment for non-payment of fine, see U.C.A. § 10-8-85.~~

~~(Prior Code, § 1.02.100)~~

~~—(C) Liability of employers and abettors to penalty for violation. When the provisions of an ordinance prohibit the commission or omission of an act, not only the person actually doing the prohibited thing or omitting the direct act, but also the employer and all other persons concerned or aiding or abetting therein, shall be guilty of the offense described and liable to the penalty prescribed for the offense.~~

~~(Prior Code, § 1.02.110)~~

~~—(D) Imprisonment in county jail. Any person sentenced to imprisonment for the violation of this code, or other ordinance of the city, may be imprisoned in the county jail. Use of the county jail shall be subject to such conditions as are imposed by law and with the consent of the Board of County Commissioners.~~

~~(Prior Code, § 1.02.120)~~

~~—(E) Prison labor. Any person committed to the county jail or other place of incarceration as a punishment or in default of the payment of a fine, or fine and costs, may be required to work for the city at such labor as his or her strength will permit, not exceeding eight hours~~

in each working day. All prisoners shall be subject to such work under the direction of the County Sheriff's Department.

(Prior Code, § 1.02.130)

CHAPTER 11: CITY STANDARDS

Section

~~11.001 Incorporation~~

~~11.002 Classification~~

~~11.003 City seal~~

~~§ 11.001 INCORPORATION.~~

~~The city was incorporated as a municipal corporation on 1-12-1867. The city is a political subdivision of the State of Utah and may be referred to as "Brigham City, a Municipal Corporation".~~

(Prior Code, § 1.01.010)

~~§ 11.002 CLASSIFICATION.~~

~~The city is classified as a Fourth-Class City under Utah Code, as amended, as it has a population of more than 10,000 and less than 30,000. Any change in classification of the city shall be made pursuant to Utah Code.~~

(Prior Code, § 1.01.020)

~~§ 11.003 CITY SEAL.~~

~~The seal provided by and for the city is the impression of which is a representation of a beehive in the center, with the inscription, "Corporate Seal, Brigham City, State of Utah", around the outer edge thereof. Such seal is hereby established and declared to be the seal of the city.~~

(Prior Code, § 1.01.030)

EXHIBIT B

TITLE 1 GENERAL PROVISIONS

CHAPTER 1 ESTABLISHMENT

Section 101 INCORPORATION

Section 102 CLASSIFICATION

Section 103 FORM OF GOVERNMENT

Section 104 CITY SEAL

Section 105 DESIGNATION AND CITATION OF CODE

Section 106 RULES OF CONSTRUCTION

Section 107 PENALTY

1-1-101 INCORPORATION

Brigham City was incorporated as a municipal corporation and political subdivision of the State of Utah on January 12, 1867.

(Prior Code, §1.01.010, §11.001)

1-1-102 CLASSIFICATION

The city is classified as a fourth-class city by Utah Code.

(Prior Code, § 1.01.020, §11.002)

1-1-103 FORM OF GOVERNMENT

The city is a six-member council form of government. One of the six members is the mayor.

(Prior Code, § 2.01.010, §30.001)

1-1-104 CITY SEAL

The city seal is a representation of a beehive with the inscription "Corporate Seal, Brigham City, State of Utah around the outer edge.

(Prior Code, § 1.01.030, §11.003)

1-1-105 DESIGNATION AND CITATION OF CODE

The ordinances of the city shall be designated as "The Code of Brigham City, Utah; or Brigham City Code."

(Prior Code, §1.02.010, §10.001)

1-1-106 RULES OF CONSTRUCTION

The following rules of construction apply to the Brigham City Code:

1. "The city," "this city," or "municipality" shall mean Brigham City, Utah.
2. "Code" or "this code" shall mean the Code of Brigham City Utah or the Brigham City Code.
3. "The council" or "council" shall mean the Brigham City Council.
4. "The county" or "county" shall mean Box Elder County.
5. The computation of time required by any part of this code shall exclude the first day and include the last day unless the last day is a holiday; then it is also excluded.
6. The repeal of an ordinance shall not revive any ordinance in force before or at the time of the repeal nor shall it affect any prosecution, appeal or penalty incurred prior to the repeal.
7. All parts of this code are severable if any shall be declared unconstitutional or invalid by a court of competent jurisdiction. Severability shall not affect remaining parts of the code.

(Prior Code, § 1.02.020, §10.005, § 1.02.050, §10.005, § 1.02.060, §10.006)

1-1-107 PENALTY

The City may enforce this code with fines and penalties in accordance with Utah Code and specifically Utah Code §10-3-703 as amended and has elected to enact penalties as follows:

1. The penalty for the violation of this code shall be a class B misdemeanor.
2. Each day any violation of this code continues shall constitute a separate offense.
3. In any case where a specific penalty is not provided the violation of such provision shall be punished by a fine not exceeding \$750 or imprisonment of a term not exceeding 90 days or both. A judgment requiring payment of a fine may also direct imprisonment until payment is satisfied so long as the extent of the imprisonment does not exceed one day for each \$2 due pursuant to Utah Code § 10-8-85.
4. Violations of this Code may be imputed to the employer and any other person aiding or abetting in the violation.

(Prior Code, § 1.02.090, §10.009, § 1.02.100, §10.010)

Code Section	Summary of Changes		Other Notes
Repeal All of Current Title I Chapter 10 Chapter 11	Old Code	New Code	Definitions will be placed where applicable in various code sections. Deleted 10.008 Intent to defraud is not applicable and is not used for prosecution at the municipal level so the section is not needed.
	10.001	1-1-104	
	10.002	1-1-105	
	10.003	1-1-105	
	10.004	deleted	
	10.005	1-1-105	
	10.006	1-1-105	
	10.007	1-1-105	
	10.008	deleted	
	10.999	1-1-106	
	11.001	1-1-101	
	11.002	1-1-102	
	11.003	1-1-103	

**BRIGHAM CITY
AGENDA ITEM FOR CITY COUNCIL MEETING**

1. INITIATED BY: Tom Kotter
2. DEPARTMENT OR DIVISION: Administration
3. DATE INITIATED: 12/10/2025
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

FY 2024-25 Audit Presentation

2024-25 Annual Comprehensive Financial Report can be found online at
<https://www.bcutah.gov/financial-reports.htm>

5. ESTIMATED TIME NEEDED: 10 minutes
6. PROPOSED DATE FOR COUNCIL ACTION: December 18, 2025
7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
<u>12/10/2025</u>	<u>Tom Kotter</u>		<u> </u>

9. MAYOR'S SIGNATURE:

