



**NOTICE AND AGENDA
BRIGHAM CITY COUNCIL MEETING**

Thursday, April 16, 2026 6:00 PM
City Council Chambers, 20 North Main

To View Live Meeting Visit:

<https://www.bcutah.gov/mayor-and-city-council.htm> **or**
www.youtube.com/brighamcitycorp

6:00 REGULAR COUNCIL MEETING

Thought, Reading, or Invocation: Bishop Robert Riley, Brigham City 16th Ward
Pledge of Allegiance

6:03 CONSENT

1. Approval of April 2, 2026 Council Meeting Minutes
2. Request to Write-Off Utility Accounts Due to Bankruptcy or Being Sent to Collections

6:05 PUBLIC COMMENTS ¹ (*Per Utah Code, Council will receive input only, no decision can be made*)

6:10 COUNCILMEMBER AND CITY ADMINISTRATOR COMMENTS

6:15 DISCUSSION ITEM

1. Indoor Recreation Space Needs Presentation – Derek Oyler

6:35 ACTION ITEMS

1. Consideration to Amend Land Lease Agreement with Verizon Wireless at Pioneer Park– Mark Bradley
2. Consideration of Approval of Façade Grant at 63 S Main Street – Tom Kotter
3. Consideration of Ordinance Amending City Code Title 5, Consolidated Fee Schedule, Regarding Airport, Library, Public Works and Power Fees– Nicole Cottle

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 April 9, 2026. A copy was also provided to the Box Elder New Journal.

Kristina Rasmussen, City Recorder

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

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**REGULAR SESSION OF THE
BRIGHAM CITY COUNCIL
April 2, 2026
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:** Nicole Cottle City Attorney
12 Chris Horsley Recreation Director
13 Tom Kotter Community and Economic Development Director
14 Derek Oyler City Administrator
15 Tyler Pugsley Power Director
16 Kristina Rasmussen City Recorder
17 Chief Reyes Police Chief
18 Mike Waite Public Works Director

19 **EXCUSED:**

20 Mayor Bott called the meeting to order at 6:00 p.m. The invocation was offered by Bishop Kevin Lane of
21 the Lakeview Ward. The Pledge of Allegiance followed.

22 **CONSENT ITEMS**

23 Mayor Bott introduced one consent item:

- 24 1. Approval of the March 19, 2026 City Council Meeting Minutes.

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

27 **EMPLOYEE RECOGNITION**

28 Mayor Bott recognized the following new employees:

- 29
30 - Randy Peterson – Facilities Maintenance Technician
31 - Kaycee Cook – Police Evidence Technician
32 - Aaron Leonhardt – Power Foreman
33 - Duncan Steele – Firefighter/Paramedic
34 - Kathleen Padilla and Annie Matthews – Community Center Culinary Specialist
35 - Madilyn Anderson – Crossing Guard

36 **PUBLIC COMMENT**

37 There were no public comments.

38

39

COUNCILMEMBER COMMENTS

40 **Councilmember Smith** – attended the Chamber’s recent business summit, noting that it was a
41 well-organized and beneficial event. He also public discussion regarding utility rates,
42 emphasizing that the Council takes the rate-setting process very seriously. He clarified that no
43 decisions have been made at this time and that the Council will continue to carefully evaluate the
44 matter step by step to determine what is in the best interest of the City, both now and in the
45 future.

46 **Councilmember Hipp** – concurred with Councilmember Smith’s remarks regarding utility rates
47 and encouraged residents with questions or concerns to reach out to the Council. He noted that
48 Councilmembers are available to provide clarification and additional information, and welcomed
49 both direct contact and public participation at meetings.

50 **Mayor Bott** - recalled that at the previous City Council meeting, the Council had recognized
51 Police Chief Reyes for receiving Chief of the Year from the Utah Chiefs of Police Association.
52 He added that the association also introduced a new recognition this year honoring fallen canine
53 officers with Purple Hearts. Mayor Bott noted that Chief Reyes’ former canine partner, Dingo,
54 who was killed in the line of duty while Chief Reyes was serving with another agency, was
55 among those recognized. He expressed appreciation for the acknowledgment of canine officers
56 and their vital role in law enforcement, particularly in saving lives, and thanked Chief Reyes for
57 being part of that recognition.

58

ACTION ITEMS

59 **Consideration of Ordinance Amending City Code Title 5-1-101 and 5-1-109: Parks, Recreations**
60 **and City Facilities**

61 Chris Horsley stated that the proposed amendments are minor in nature and fall into three
62 general categories: clarifying language changes, fees associated with services where the City
63 incurs a cost, and new fees tied to potential future programming opportunities. He emphasized
64 that no existing fees are being increased.

65 A Councilmember asked about the inclusion of football-related field setup fees and whether
66 there had been demand for football programming. Mr. Horsley explained that while there have
67 not yet been specific requests, flag football is rapidly growing, and the fee is intended to prepare
68 for potential tournaments or events.

69 Discussion followed regarding the proposed initial field setup fee. A Councilmember sought
70 clarification on how the fee would be applied. Mr. Horsley explained that the fee is intended for
71 locations with low-frequency use, where the City must expend additional resources to prepare
72 and maintain field striping for limited events. He noted that at high-use facilities, such as the
73 sports complex, those costs are typically recouped through regular game fees.

74 He further clarified that the initial setup fee would apply when a user group is the primary or sole
75 user of a field, and that if additional groups begin using the same space, the City would evaluate
76 adjustments or reimbursements to ensure fairness.

77 Councilmembers also discussed the difference between manual and autonomous field striping.
78 Mr. Horsley explained that the City is exploring the potential use of an automated field-painting
79 robot, which would significantly reduce labor time and costs compared to manual striping
80 performed by staff.

81 Additional clarification was provided regarding football use of City fields. Staff indicated that
82 organized football games are currently held at the high school and that City parks are not
83 typically striped for football unless a specific need arises.

84 Council discussion also emphasized that City fees are structured to recover costs only, in
85 accordance with State requirements, and are not intended to generate profit. It was further noted
86 that park reservation fees apply only when a group seeks exclusive use of a space, and that
87 general public use of parks remains free.
88

89 **MOTION:** Councilmember Jeffries made a motion to approve the Ordinance Amending City
90 Code Title 5-1-101 and 5-1-109: Parks, Recreations and City Facilities as presented.
91 Councilmember Jensen seconded the motion.

92 **Roll Call:**
93 Councilmember Hipp – Aye; Councilmember Jensen – Aye; Councilmember Troxell– Nay:
94 Councilmember Jeffries – Aye; Councilmember Smith - Aye

95 At 6:21 PM Councilmember Smith made a motion to proceed into closed session to discuss the
96 purchase/exchange/lease of real property. The motion was seconded by Councilmember Troxell.

97 **Roll Call:**
98 Councilmember Hipp – Aye; Councilmember Jensen – Aye; Councilmember Troxell– Aye;
99 Councilmember Jeffries – Aye; Councilmember Smith - Aye

100 At 7:16 PM The council returned to opened and a motion was made by Councilmember Jensen to
101 adjourn. Seconded by Councilmember Smith and approved unanimously.

102 *The undersigned duly appointed Recorder for Brigham City Corporation hereby certifies that the*
103 *foregoing is a true, accurate and complete record of the April 2, 2026 City Council Meeting.*

104
105 *Dated this 17th of April, 2026.*
106
107

108
109

Kristina Rasmussen, City Recorder
110

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

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


1. INITIATED BY: Jeff Schmitt
2. DEPARTMENT OR DIVISION: Administration
3. DATE INITIATED: April 8, 2026
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

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

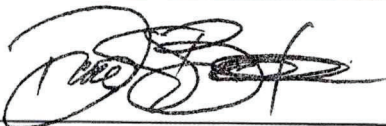
I am requesting Council's permission to have these accounts removed from the City's computer system.

5. ESTIMATED TIME NEEDED: 5 minutes
6. PROPOSED DATE FOR COUNCIL ACTION: April 16, 2026
7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
<u>04.08.2026</u>	<u>Jeff Schmitt</u>		<u>xx</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

9. MAYOR'S SIGNATURE:



ACCOUNTS TO BE WRITTEN OFF

April 16, 2026

Account Number	Final Balance
17.07400.3	\$ 540.19
55.02306.3	\$ 282.94
76.00853.3	\$ 64.43
83.06001.3	\$ 669.49
25.16824.6	\$ 415.83
9.04100.7	\$ 944.49
62.00150.2	\$ 151.23
	\$3,068.60

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

1. INITIATED BY: Mark Bradley
2. DEPARTMENT OR DIVISION: Community & Economic Development
3. DATE INITIATED: 3/20/26
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
Consideration to Amend Land Lease Agreement with Verizon Wireless at Pioneer Park (720 West Forest Street)

5. ESTIMATED TIME NEEDED: 15 minutes

6. PROPOSED DATE FOR COUNCIL ACTION: 4/16/26

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

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
<u>3/20/26</u>	<u>Mark Bradley</u>	<u>Mark Bradley</u>	<u>X</u>
<u>3/23/26</u>	<u>Tom Kotter</u>	<u>[Signature]</u>	

9. MAYOR'S SIGNATURE:

[Signature]



CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: Amend Land Lease Agreement with Verizon Wireless at Pioneer Park

Name of Person Requesting Legal Review: Mark Bradley

Date Sent: March 23, 2026 Review Date Deadline: March 30, 2026

Reviewed by Attorney: [Signature] Date: 4/6/26

Reviewed and acceptable as submitted
 See suggested changes

Returned to: Mark Bradley Date: 4/6/26

Accepted as Received

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

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



MEMORANDUM

To: Mayor Bott, City Council Members
From: Mark Bradley, City Planner
Subject: Amend Land Lease Agreement – Pioneer Park
Date: March 20, 2026

City Council Agenda:
April 16, 2026

Overview:

T-Mobile would like to co-locate their cell antennas on the existing Verizon Wireless cell tower located in Pioneer Park. In 2017, Brigham City entered into a land lease agreement with Verizon Wireless for a lease area of 22 feet x 55 feet (1,210 sq. ft.). The Verizon cell tower was approved as a co-location tower, allowing another provider to use the tower. The existing tower is 60 ft tall (66 ft to top of lightning rod), which is the minimum height required for Verizon service. The co-location approval allows an additional height up to 80 ft (86 ft to top of lightning rod).

The existing land lease agreement with Verizon Wireless has an initial term for five (5) years with an extension for four (4) additional five (5) year terms unless LESSEE (Verizon Wireless) terminates it at the end of the then current term by giving LESSOR (Brigham City) written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The agreement is in the second term. Lease rental amounts increase each term.

An additional land lease area of 11'6" x 13' (149.50 sq. ft.) to house T-Mobile equipment is being requested. Cellco Partnership d/b/a Verizon Wireless, which has Limited Power of Attorney for Verizon is proposing to increase the total monthly rent by \$149.50 for the additional land lease area, which is \$1.00 per square feet of lease area. The current lease rent (second term) with Verizon is \$1.00 per square being \$1,210.00 per month (\$14,520.00 annual rent). The proposed increase would be $\$1,210.00 + 149.50 = \$1,359.50$ per month.

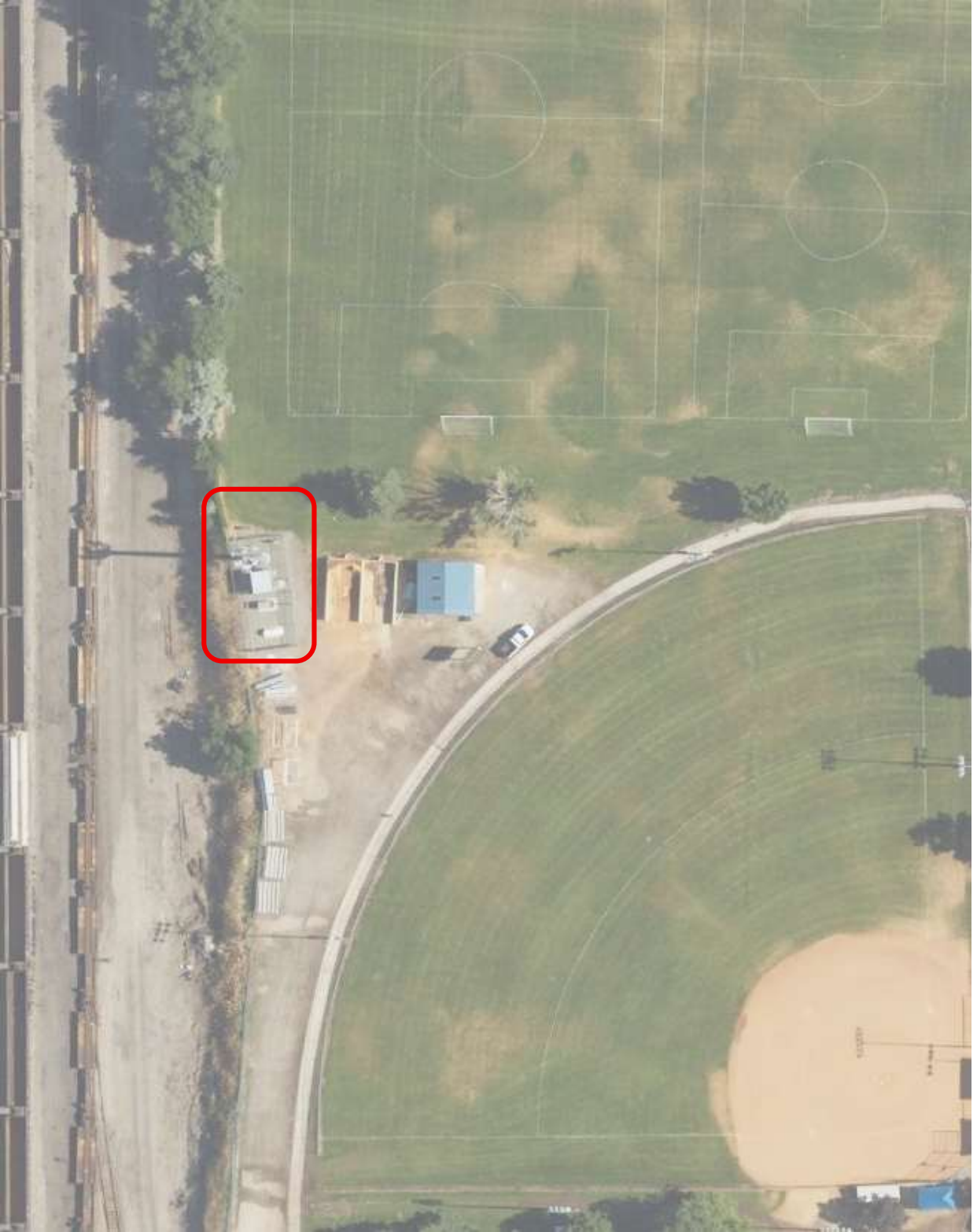
Clarification on the number of extensions and extension rentals must take place.

Attachments:

1. Locator Map
2. Pictures – Proposed Lease Area
3. Site Plan – Lease Area Dimensions
4. Site Elevations
5. Existing Land Lease Agreement – Key Pages for Reference
6. First Amendment to Land Lease Agreement
7. First Amendment to Memorandum of Land Lease Agreement

LOCATOR MAP







FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO ~~Land Lease Agreement~~LAND LEASE AGREEMENT (this “**Amendment**”), dated as of this ____ day of _____, ~~2026~~ (the “**Effective Date**”), ~~by and between~~ by and between **Brigham City Corporation**, a ~~Utah~~municipal corporation, (“**Landlord**”), whose address is 20 North Main Street, Brigham City, Utah 84302, and ~~VB-SI Assets, LLC, a Delaware limited liability company~~Cellco Partnership d/b/a Verizon Wireless, whose address is 22 W. Atlantic Avenue, Suite 310, Delray beach, FL 33444 (“**Tenant**”), recites and provides:

RECITALS

WHEREAS, Landlord is the fee owner of certain real property located in Box Elder County, Utah, (the “**Property**”).

WHEREAS, Tenant, is the current tenant under that certain Land Lease Agreement with Landlord, dated February 1, 2017 (the “**Lease**”).

WHEREAS, Landlord, pursuant to the Lease, leases to Tenant a portion of the Property, as more particularly described ~~on Exhibit A in the Lease~~ (the “**Premises**”).

WHEREAS, Landlord, pursuant to the Lease, provided Tenant with a non-exclusive access and utility easement over a portion of the Property, as more particularly described ~~on Exhibit B in the Lease~~ (the “**Access and Utility Easement**”).

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises (collectively, “**Improvements**”).

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.
2. Renewal Terms. Tenant shall have the option to extend the Lease for Ten (10) additional Five (5) year renewal periods (each, a “Renewal Term”) with the initial Renewal Term commencing on the day immediately following the expiration of the Lease. Each such Renewal Term shall be deemed automatically exercised by

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Tenant unless Tenant provides written notice to Landlord of non-renewal at least thirty (30) days prior to expiration of the then-current term. Rent shall adjust as set forth in the Lease.

3. Expansion or modification of the Access and Utility Easment. Tenant requires an additional ~~o~~One ~~H~~undred ~~f~~Forty ~~n~~Nine and 50/100 square feet (149.50 sq. ft.) expansion of the Premises (“**Expansion Space**”), as depicted on ~~Exhibit B-1A~~. Landlord agrees to lease such Expansion Space on the terms and conditions set forth in the Lease, commencing on the first day of the month following the date the construction commences on the Expansion Space. Tenant may terminate the Expansion Space in its sole discretion upon thirty (30) days’ written notice to Landlord, provided Tenant has removed all above-ground improvements upon the Expansion Space in accordance with the terms of the Lease. Landlord and Tenant agree that each and every reference in the Lease to “Premises” shall also include the “Expansion Space” (if any).
4. Rent Increase. Commencing on the ~~first~~ (1st-) day of the month following the commencement of construction of the Expansion Space, ~~Date of this Amendment,~~ the Rent shall increase by ~~o~~One ~~h~~Hundred ~~f~~Forty ~~n~~Nine and 50/100 ~~Dollars-Cents~~ (\$149.50), ~~(the~~ “**Rent Increase**”). The Rent Increase shall be payable to Landlord at the times and in the manner set forth in the Lease for payment of Rent. ~~In the event the Expansion Space is no longer required, the Rent Increase shall terminate.~~
5. Exclusive Use. In addition to any other use rights granted by the Lease, Tenant shall have the exclusive right to use and sublease the Premises for purposes of constructing, maintaining, and operating wireless communication infrastructure. Landlord shall not grant any right to a third-party which would affect all or part of the Premises in any way that competes, interferes, or conflicts with this exclusive use by Tenant.
6. Non-Disclosure. The Parties agree this Agreement and any information ~~_~~exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.
7. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Tenant:

VB-S1 Assets, LLC
c/o Vertical Bridge ~~REIT~~, LLC

2

Site Name: Lichfield
Site Number: US-UT-5157

147464532.5

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22 W Atlantic Ave, Suite 310
Delray Beach, Florida 33444
Attention: General Counsel
Ref: US-UT-5157

If to Landlord:

Brigham City Corporation
20 North Main Street
Brigham City, Utah 84302

8. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
9. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease (in existence prior to this Amendment) are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease (in existence prior to this Amendment) and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease (in existence prior to this Amendment).

[The remainder of this page is intentionally blank; signature page follows.]

<p>WITNESSES:</p> <p>_____ Name: _____</p> <p>_____ Name: _____</p>	<p>TENANT:</p> <p><u>VB-S1 Assets, LLC Cellco Partnership d/b/a Verizon Wireless</u> a Delaware limited liability company</p> <p><u>By: VB-S1 Assets, LLC</u> a Delaware limited liability company</p> <p><u>Its: Attorney-in-Fact</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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[Tenant's Signature Page to Amendment]

Exhibit A

Legal Description of the Premises

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Site Name: Lichfield
Site Number: US-UT-5157

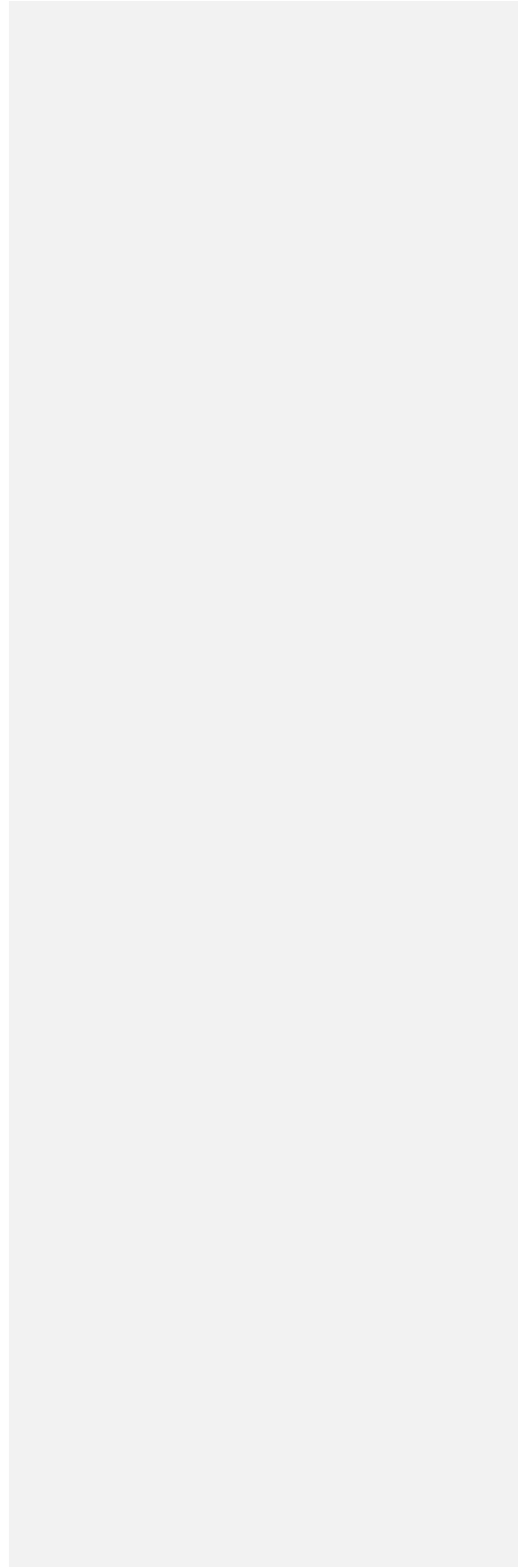
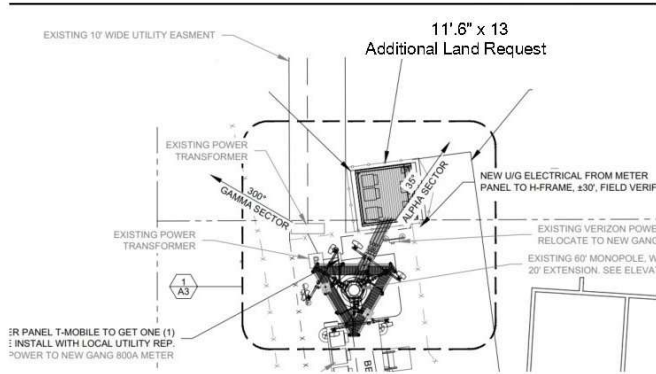


Exhibit B

Expansion Premises



147464532.5

Site Name: Lichfield
Site Number: US-UT-5157

(Above 3" Space for Recorder's Use Only)

Prepared by and Upon Recording Return to:

By: VB-S1 Assets, LLC
22 W Atlantic Ave, Suite 310
Delray Beach, Florida 33444
Attn: Allison Cannella – SVP & General Counsel

Cross Reference: Entry No. 368156

Site Name: Lichfield
Site Number: US-UT-5157

FIRST AMENDMENT TO MEMORANDUM OF LAND LEASE

This First Amendment to Memorandum of Land Lease Agreement ("**Amendment**") is entered into and made effective as of _____ day of _____ 20_____ and is by and between **Brigham City Corporation**, a Utah corporation, ("**Landlord**"), whose address is 20 North Main Street, Brigham City, Utah 84302, and Cellco Partnership d/b/a Verizon Wireless, whose mailing address is 22 W Atlantic Ave, Suite 310, Delray Beach, Florida 33444 ("**Tenant**"). Landlord and Tenant may be referred to herein as "**Party**" or jointly as "**Parties**".

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated February 01, 2017 ("**Lease**") as entered into record via that certain Memorandum of Land Lease Agreement, dated February 1, 2017, as recorded on February 14, 2017 as Entry No. 368156 in the Public Records Office of Box Elder County, State of UT. ("**Memorandum**"). The Lease and Memorandum may be referred to herein collectively as the "**Agreement**".

WHEREAS, Landlord and Tenant desire to amend the Agreement as set forth below in this Amendment.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Grantor and Grantee agree as follows:

1. **Recitals, Definitions.** The recitals set forth above are accurate and hereby incorporated into the Agreement by reference thereto. All capitalized terms not defined herein shall have the same meaning set forth in the Agreement.

Site Name: Lichfield
Site Number: US-UT-5157

2. **Amendment.** The Agreement is amended to add Ten (10) additional Five (5) year renewal periods (each an “**Additional Renewal Term**”). Each such Additional Renewal Term shall be deemed automatically exercised by Tenant unless Tenant provides written notice to Landlord of non-renewal at least thirty (30) days prior to expiration of the then current term.

3. **Ratification.** Except as amended herein, all of the terms and conditions of the Agreement are hereby ratified and confirmed in all respects and shall remain unchanged and continue in full force and effect.

4. **Conflict.** In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and supersede those set forth in the Agreement.

5. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

7. **Representations and Warranties.** To the extent applicable, each party hereby represents and warrants to the other party that such party: (a) is a duly authorized and existing entity; (b) is qualified to do business in the state in which the Property is located; and (c) has full right and authority to execute and enter into this Amendment and to perform the obligations imposed upon such party without the consent of any other party or person. Further, each of the persons executing this Amendment on behalf of such party hereby represents and warrants that such person is authorized to do so.

8. **Entire Agreement.** This and any attachments, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

9. **Authority to Sign.** Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

10. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN
ON NEXT PAGE]

[Tenant's Signature Page to Memorandum]

WITNESSES: _____ Name: _____ _____ Name: _____	TENANT: Cellco Partnership d/b/a Verizon Wireless By: VB-S1 Assets, LLC Its: Attorney-in-fact By: _____ Name: _____ Title: _____ Date: _____
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STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____, 20_____, by _____ (name of signatory), _____ (title of signatory) for VB-S1 Assets, LLC, a Delaware limited liability company, as attorney in fact.

Notary Public

Print Name: _____

My Commission Expires: _____

(Seal)

Exhibit A

Commencing at the North side of County road 15 2/3 rods North of the Southeast corner of Section 14, Township 9 North, Range 2 West, running thence West 29 rods to the corner of J.W. Young lot, thence North 29 rods, thence East 29 rods to the section line, thence South along said section line to the place of beginning. (E-278)

Also: Commencing or beginning 42 rods North of the Southeast corner of Section 14, Township 9 North, Range 2 West, running thence West 27 rods, thence North 18 rods 9 feet, thence East to Section line, thence South along said section line to place of beginning. (E-280)

Also: Beginning at a point 42 rods North and 26 rods West of the Southeast corner of the Southeast Quarter of Section 14, Township 9 North, Range 2 West, Salt Lake Meridian, running thence West 8 rods 6 feet, thence North 19 rods, thence East 8 rods 6 feet, thence South 19 rods to the place of beginning. (4-403)

Also: Beginning at a point 61 rods North and 35 rods West of the Southeast corner of Section 14, Township 9 North, Range 2 West, Salt Lake Meridian, running thence North 7 rods, thence East 22 rods, thence South 6 rods, thence East 13 rods 10 feet, more or less, to street line, thence South 1 rods, thence West 35 rods 10 feet, more or less, to the point of beginning. (4-403)

Also: Beginning at a point 28.2 rods West and 16 rods North of the Southeast corner of the Southeast Quarter of Section 14, Township 9 North, Range 2 West, Salt Lake Meridian, said point being the Southwest corner of the City Park as now located, running thence North 25 1/2 rods, thence West 3 rods, thence South 25 1/2 rods, thence East 3 rods to the place of beginning. (24-248, 31-552)

Also: Beginning at a point 28.2 rods West and 16 rods North of the Southeast corner of Section 14, Township 9 North, Range 2 West of the Salt Lake Base and Meridian, running thence North 25 1/2 rods, thence West 12 rods, thence South 25 1/2 rods, thence East 12 rods to the place of beginning. Less that portion deeded by Deed 17-613: Beginning at a point 28.2 rods West and 16 rods North of the Southeast corner of the Southeast Quarter of Section 14, Township 9 North, Range 2 West, Salt Lake Meridian, said point being the Southwest corner of the City Park as now located, running thence North 25 1/2 rods, thence West 3 rods, thence South 25 1/2 rods, thence East 3 rods to the place of beginning. (24-254, 31-552)

Also: Beginning at the Southwest corner of the B.M. Young lot in the Southeast Quarter of Section 14, Township 9 North, Range 2 West of the Salt Lake Base and Meridian, running thence North 25 rods, thence West 253 feet, thence South 25 rods, thence East 253 feet to the place of beginning. Less that portion deeded by Warranty Deed 21-153: Beginning at the intersection of the present Easterly right of way boundary of the Oregon Short Line Railroad with the North line of Forest Street, Brigham City, Utah, said point being 908 feet West and 272 feet, more or less, North of the

Southeast corner of Section 14, Township 9 North, Range 2 West, Salt Lake Meridian, running thence Northerly along said present Easterly right of way boundary, being along a line which is 238 feet Easterly from and parallel to the center line of main track of the Oregon Short Line Railroad, for a distance of 225 feet, thence Southeasterly along a straight line for a distance of 229 feet, more or less, to a point in the North line of said Forest Street, thence West along said North line, 45 feet, to the point of beginning. (24-254, 31-552)

Also: Beginning at a point 42 rods North and 35 rods 6 feet West from the Southeast corner of Section 14, Township 9 North, Range 2 West of the Salt Lake Base and Meridian, running thence West 19 rods 10 feet, thence North 1 rod 9 feet, thence East 9 rods, thence North 17 rods, thence East 10 rods 10 feet, thence South 18 rods 9 feet to the place of beginning. (24-254, 31-552)

Also: Beginning at a point 46 rods West and 43 1/2 rods North of the Southeast corner of Section 14, Township 9 North, Range 2 West of the Salt Lake Base and Meridian, running thence West 9 rods, thence North 18 rods, thence East 9 rods, thence South 18 rods to the place of beginning. (24-254, 31-552)

Also: Beginning at a point 61 rods North and 35 rods West of the Southeast corner of Section 14, Township 9 North, Range 2 West, Salt Lake Meridian, running thence West 426.1 feet to the Oregon Short Line Railroad right of way, thence North along said right of way, 241 feet, thence East 1016 feet, more or less, to street line, thence South along street line 224.5 feet, thence West 13 rods 10 feet, more or less, to a point 62 rods North and 13 rods West of the Southeast corner of said Section 14, thence North 6 rods, thence West 22 rods, thence South 7 rods to beginning. (25-528)

Also: Beginning at a point on the section line 1234.1 feet North of the Southeast corner of Section 14, Township 9 North, Range 2 West of the Salt Lake Meridian, running thence North on section line 200 feet, thence North 89°28' West 1001.8 feet, more or less, to U & N Railway right of way, thence South 0°31' West 200 feet, thence South 89°28' East 1003.6 feet, more or less, to the place of beginning. (92-598)

Also: Beginning at a point 1434 feet North and 18.4 feet East of the Southwest corner of Section 13, Township 9 North, Range 2 West, Salt Lake Meridian, running thence North 61 feet, thence West 1029 feet to OSL Railroad right of way, thence South 61 feet, thence East 1029 feet to beginning. (92-598)

Also: Beginning 1495 feet North and 18.4 feet East of the Southwest corner of Section 13, Township 9 North, Range 2 West, Salt Lake Meridian, running thence North 384 feet, thence West 274 feet, thence South 384 feet, thence East 274 feet to beginning. (184-523, 184-825)

Tax ID: 03-105-0023



RAGE
DEVELOPMENT LLC

ANDERSON
ENGINEERING COMPANY INC.

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PRELIMINARY UNLESS SIGNED

DATE: 19-Mar-26

DRAWN BY: MBD

STAMPED BY: SCA

CHECKED BY: PENDING

REVISIONS

DATE	DESCRIPTION	INT.
03/19/26	REVISION 3	3

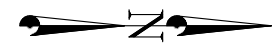
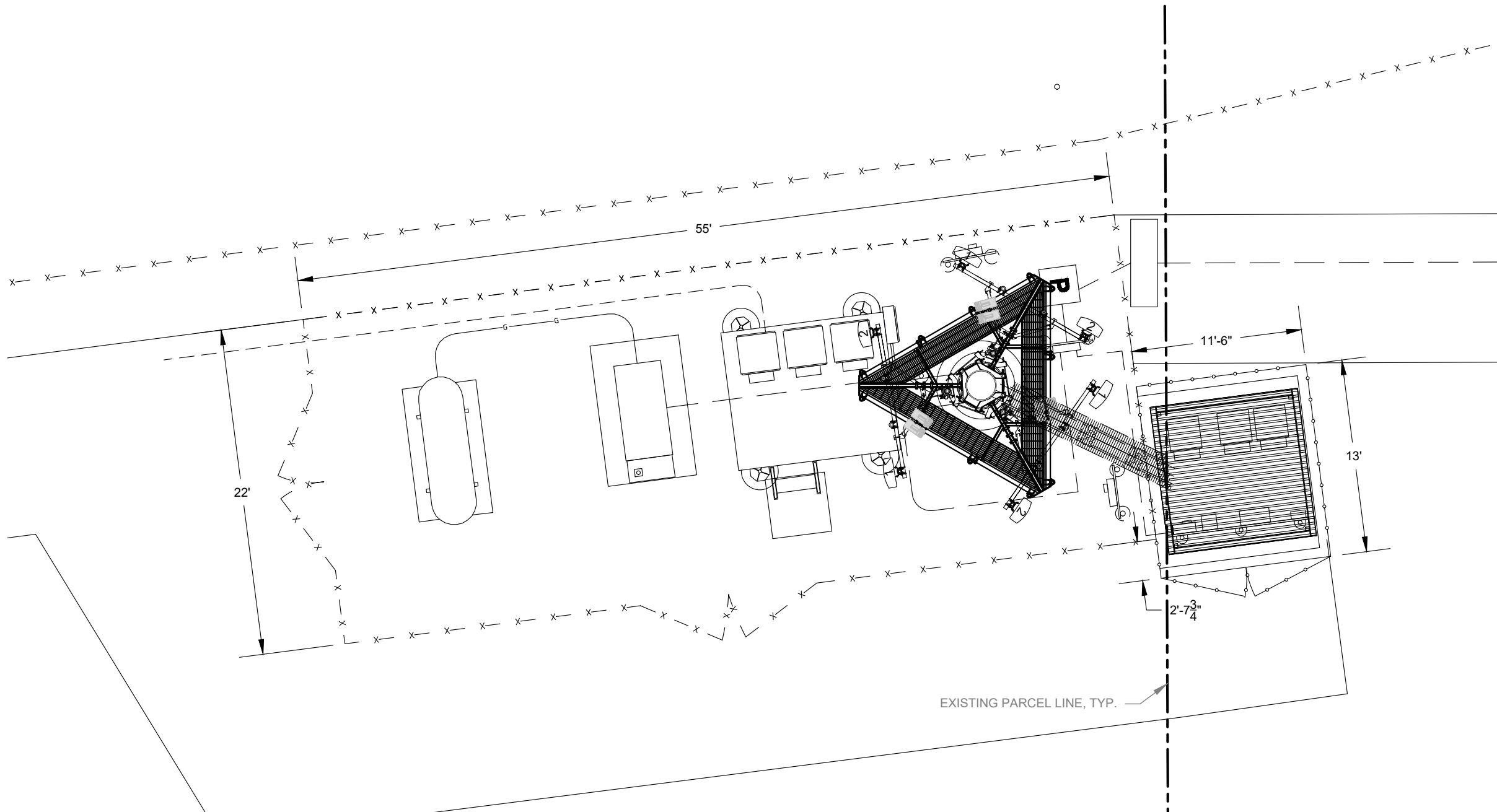
SL07027A
VB UT-5157 REES PIONEER
PARK
702 WEST FOREST STREET
BRIGHAM CITY, UT 84302

DRAWING
TITLE:

LEASE AREA

DRAWING
NO.:

A3R



SCALE IN FEET
0 4 8

LEASE AREA DIMENSIONS

1

11"x17" SCALE: 1/8" = 1'-0"

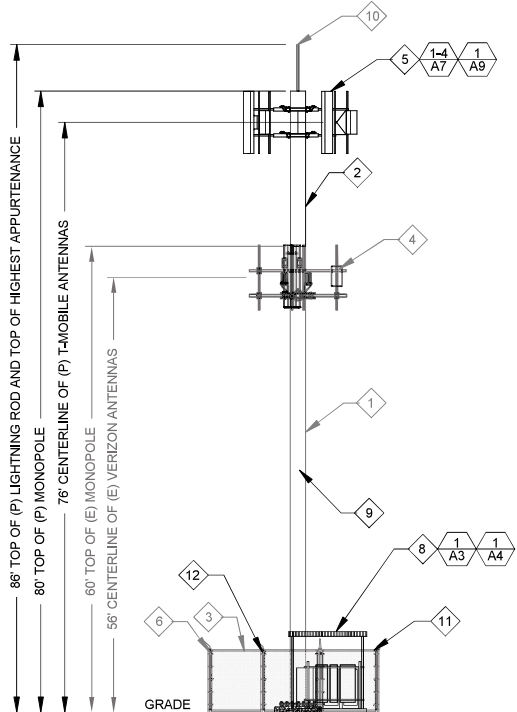
NOTE:
TOWER DRAWING SHOWN IS
DIAGRAMMATIC FOR ILLUSTRATIVE
PURPOSES. SEE STRUCTURAL
FOR ACTUAL TOWER DESIGN.

DESIGN NOTE:
CONSTRUCTION SHALL NOT PROCEED UNTIL
A STRUCTURAL ANALYSIS REPORT HAS
BEEN COMPLETED BY A PROFESSIONAL
ENGINEER REGISTERED IN THIS STATE,
CONCLUDING THE TOWER IS STRUCTURALLY
ADEQUATE FOR PROPOSED LOADS.

NOTES:
1. CONTRACTOR TO COORDINATE & PROVIDE
PRIVATE LOCATING SERVICE PRIOR TO
CONSTRUCTION.
2. ALL CABLING TO RUN INSIDE POLE.

NOTE:
T-MOBILE (TMO) CREW WILL COME IN
AND INSTALL NEW MOUNT AND TOWER
TOP ANTENNAS / EQUIPMENT.

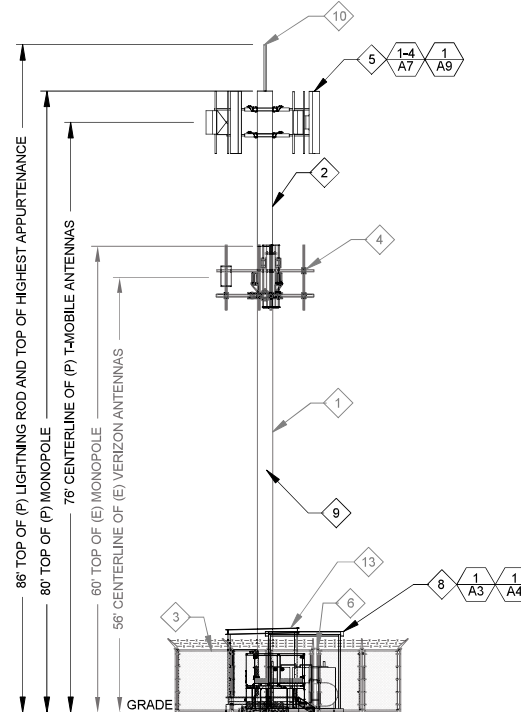
- 1. EXISTING 60' MONOPOLE
- 2. PROPOSED 20' EXTENSION
- 3. EXISTING 8' HIGH LEASE AREA CHAIN LINK FENCE
- 4. EXISTING VERIZON ANTENNAS
- 5. PROPOSED T-MOBILE ANTENNAS ON SITEPRO1 VFA10-HD SECTOR FRAME, TYP. THREE SECTORS
- 6. EXISTING DOUBLE 6 FOOT WIDE, 8' HIGH METAL CHAIN LINK FENCE ACCESS GATES
- 7. PROPOSED T-MOBILE ICE BRIDGE TO EXISTING TOWER
- 8. NEW T-MOBILE 10'X10' EQUIPMENT PAD WITH 10'X10' CANOPY AND EQUIPMENT
- 9. NEW T-MOBILE HCS CABLES ROUTED INSIDE EXISTING MONOPOLE
- 10. EXISTING 6' LIGHTNING ROD MOUNTED TO TOP OF EXTENDED MONOPOLE.
- 11. NEW 8' HIGH LEASE AREA CHAIN LINK FENCE AROUND T-MOBILE LEASE AREA.
- 12. NEW DOUBLE 6 FOOT WIDE, 8' HIGH METAL CHAIN LINK FENCE ACCESS GATE.
- 13. EXISTING VERIZON EQUIPMENT WITHIN EXISTING COMPOUND.



NORTH ELEVATION

11"x17" SCALE: 1/16" = 1'-0"

ANTENNA/RRU SCHEDULE
POSITION #1 - ANTENNA AMPHENOL- APXVAALL24M-LJ20 (OCTO)
RRU 4495HP B71+B85 / RRU 4460 B25+B86
POSITION #2 - ANTENNA ERICSSON - AIR6419 B41 (ACTIVE ANTENNA - MASSIVE MIMO)



SOUTH ELEVATION

11"x17" SCALE: 1/16" = 1'-0"

T-Mobile
PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET
OF DRAWINGS IS PROPRIETARY BY NATURE.
ANY USE OR DISCLOSURE OTHER THAN
THAT WHICH RELATES TO LABELABLE
SERVICES IS STRICTLY PROHIBITED.



RAGE
DEVELOPMENT LLC

ANDERSON
ENGINEERING COMPANY INC.



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REVISIONS		
DATE	DESCRIPTION	INT.
02/16/26	REVISION 2	△

SLO7027A
VB UT-5157 REES PIONEER
PARK
702 WEST FOREST STREET
BRIGHAM CITY, UT 84302

DRAWING
TITLE:
ELEVATIONS

DRAWING
NO.:
A5

NOTE:
TOWER DRAWING SHOWN IS
DIAGRAMMATIC FOR ILLUSTRATIVE
PURPOSES. SEE STRUCTURAL
FOR ACTUAL TOWER DESIGN

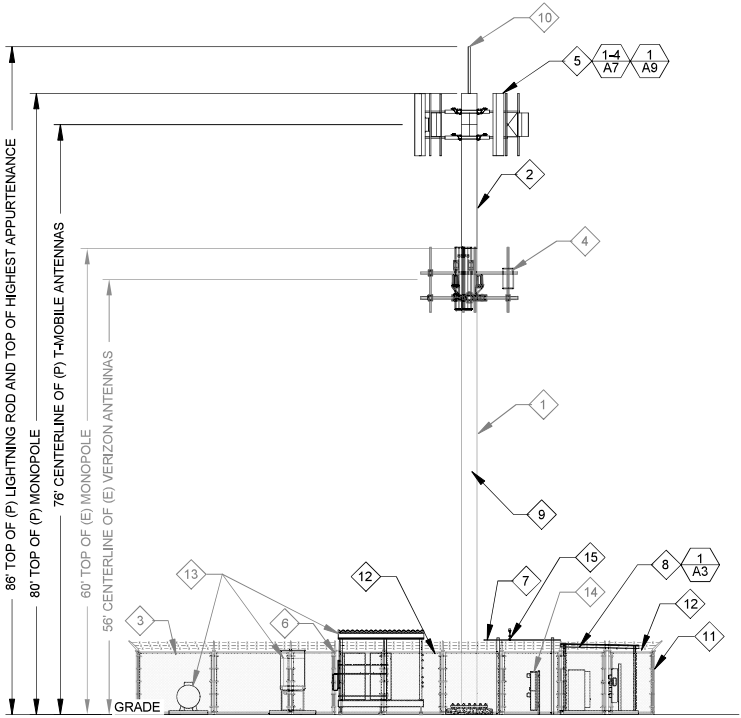
DESIGN NOTE:
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NOTES:
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2. ALL CABLING TO RUN INSIDE POLE

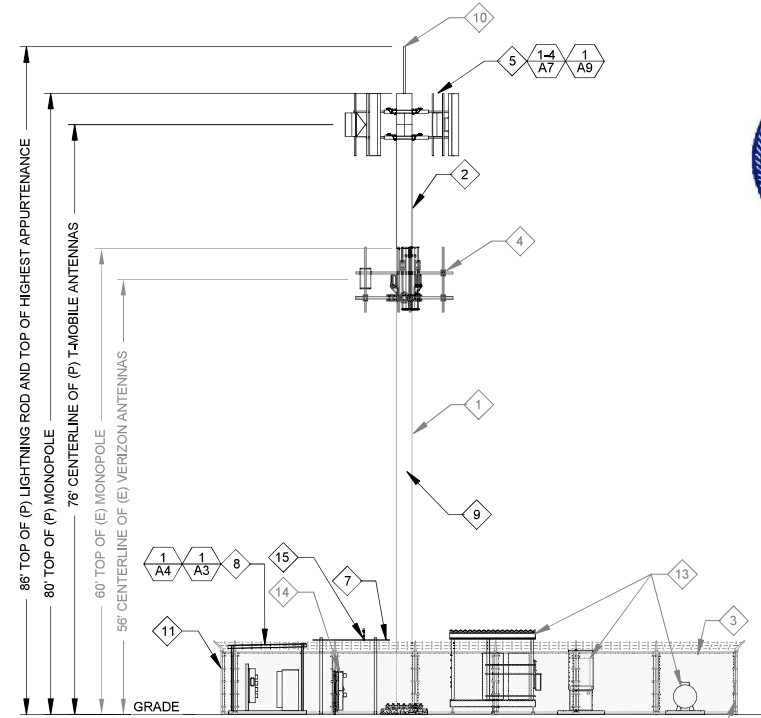
NOTE:
T-MOBILE (TMO) CREW WILL COME IN
AND INSTALL NEW MOUNT AND TOWER
TOP ANTENNAS / EQUIPMENT.

- 1. EXISTING 60' MONOPOLE
- 2. PROPOSED 20' EXTENSION
- 3. EXISTING 8' HIGH LEASE AREA CHAIN LINK FENCE
- 4. EXISTING VERIZON ANTENNAS
- 5. PROPOSED T-MOBILE ANTENNAS ON SITEPRO1 VFA10-HD SECTOR FRAME, TYP. THREE SECTORS
- 6. EXISTING DOUBLE 6 FOOT WIDE, 8' HIGH METAL CHAIN LINK FENCE ACCESS GATES
- 7. PROPOSED T-MOBILE ICE BRIDGE TO EXISTING MONOPOLE
- 8. NEW T-MOBILE 10'X10' EQUIPMENT PAD WITH 10'X10' CANOPY AND EQUIPMENT
- 9. NEW T-MOBILE HCS CABLES ROUTED INSIDE EXISTING MONOPOLE
- 10. EXISTING 6' LIGHTNING ROD MOUNTED TO TOP OF EXTENDED MONOPOLE.
- 11. NEW 8' HIGH LEASE AREA CHAIN LINK FENCE AROUND T-MOBILE LEASE AREA.
- 12. NEW DOUBLE 6 FOOT WIDE, 8' HIGH METAL CHAIN LINK FENCE ACCESS GATE.
- 13. EXISTING VERIZON EQUIPMENT WITHIN EXISTING COMPOUND.
- 14. EXISTING MULTI-METER, RELOCATE TO NEW GANG 800A METER PANEL. SEE SHEET E1.
- 15. PROPOSED GPS ANTENNA MOUNTED TO T-MOBILE ICE BRIDGE

ANTENNA/RRU SCHEDULE
POSITION #1 - ANTENNA AMPHENOL- APXVAALL24M-LJ-20 (OCTO)
RRU 4495HP B71+B85 / RRU 4460 B25+B66
POSITION #2 - ANTENNA ERICSSON - AIR6419 B41 (ACTIVE ANTENNA - MASSIVE MIMO)



EAST ELEVATION 2
11"x17" SCALE: 1/16" = 1'-0"

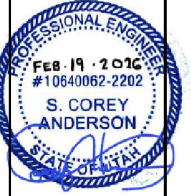


WEST ELEVATION 1
11"x17" SCALE: 1/16" = 1'-0"

T-Mobile
PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET
OF DRAWINGS IS PROPRIETARY IN NATURE.
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THAT WHICH RELATED TO LABELLE
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RAGE
DEVELOPMENT LLC

ANDERSON
ENGINEERING COMPANY INC.



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PRELIMINARY UNLESS NOTED.

DATE: 19-Feb-26
DRAWN BY: MBD
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CHECKED BY: PENDING

REVISIONS		
DATE	DESCRIPTION	INT.
02/16/26	REVISION 2	△

SLO7027A
VB UT-5157 REES PIONEER
PARK
702 WEST FOREST STREET
BRIGHAM CITY, UT 84302

DRAWING TITLE: ELEVATIONS
DRAWING NO.: A6

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT (this “**Amendment**”), dated as of this ____ day of _____, 2026 (the “**Effective Date**”), by and between **Brigham City Corporation**, a municipal corporation, (“**Landlord**”), whose address is 20 North Main Street, Brigham City, Utah 84302, and Cellco Partnership d/b/a Verizon Wireless, whose address is 22 W. Atlantic Avenue, Suite 310, Delray beach, FL 33444 (“**Tenant**”), recites and provides:

RECITALS

WHEREAS, Landlord is the fee owner of certain real property located in Box Elder County, Utah (the “**Property**”).

WHEREAS, Tenant, is the current tenant under that certain Land Lease Agreement with Landlord, dated February 1, 2017 (the “**Lease**”).

WHEREAS, Landlord, pursuant to the Lease, leases to Tenant a portion of the Property, as more particularly described in the Lease (the “**Premises**”).

WHEREAS, Landlord, pursuant to the Lease, provided Tenant with a non-exclusive access and utility easement over a portion of the Property, as more particularly described in the Lease (the “**Access and Utility Easement**”).

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises (collectively, “**Improvements**”).

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.
2. Renewal Terms. Tenant shall have the option to extend the Lease for Ten (10) additional Five (5) year renewal periods (each, a “Renewal Term”) with the initial Renewal Term commencing on the day immediately following the expiration of the Lease. Each such Renewal Term shall be deemed automatically exercised by Tenant unless Tenant provides written notice to Landlord of non-renewal at least

thirty (30) days prior to expiration of the then-current term. Rent shall adjust as set forth in the Lease.

3. Expansion or modification of the Access and Utility Easment. Tenant requires an additional one hundred forty nine and 50/100 square feet (149.50 sq. ft.) expansion of the Premises (“**Expansion Space**”), as depicted on **Exhibit A**. Landlord agrees to lease such Expansion Space on the terms and conditions set forth in the Lease, commencing on the first day of the month following the date the construction commences on the Expansion Space. Tenant may terminate the Expansion Space in its sole discretion upon thirty (30) days’ written notice to Landlord, provided Tenant has removed all above-ground improvements upon the Expansion Space in accordance with the terms of the Lease. Landlord and Tenant agree that each and every reference in the Lease to “Premises” shall also include the “Expansion Space” (if any).
4. Rent Increase. Commencing on the first (1st) day of the month following the commencement of construction of the Expansion Space, the Rent shall increase by one hundred forty nine and 50/100 Cents (\$149.50) (the “**Rent Increase**”). The Rent Increase shall be payable to Landlord at the times and in the manner set forth in the Lease for payment of Rent. In the event the Expansion Space is no longer required, the Rent Increase shall terminate.
5. Exclusive Use. In addition to any other use rights granted by the Lease, Tenant shall have the exclusive right to use and sublease the Premises for purposes of constructing, maintaining, and operating wireless communication infrastructure. Landlord shall not grant any right to a third-party which would affect all or part of the Premises in any way that competes, interferes, or conflicts with this exclusive use by Tenant.
6. Non-Disclosure. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.
7. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Tenant:

VB-S1 Assets, LLC
c/o Vertical Bridge, LLC
22 W Atlantic Ave, Suite 310

Delray Beach, Florida 33444
Attention: General Counsel
Ref: US-UT-5157

If to Landlord:

Brigham City Corporation
20 North Main Street
Brigham City, Utah 84302

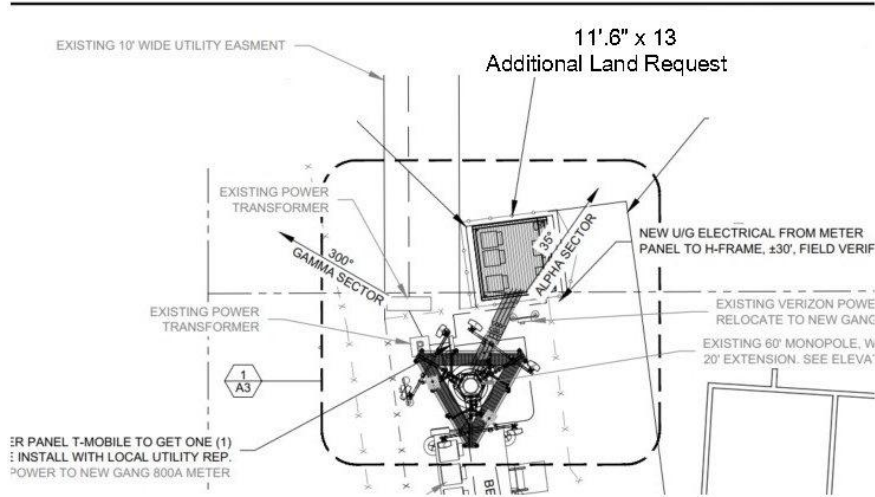
8. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
9. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease (in existence prior to this Amendment) are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease (in existence prior to this Amendment) and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease (in existence prior to this Amendment).

[The remainder of this page is intentionally blank; signature page follows.]

<p>WITNESSES:</p> <p>_____</p> <p>Name: _____</p> <p>_____</p> <p>Name: _____</p>	<p>TENANT:</p> <p>Cellco Partnership d/b/a Verizon Wireless</p> <p>By: VB-S1 Assets, LLC a Delaware limited liability company Its: Attorney-in-Fact</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

[Tenant's Signature Page to Amendment]

Exhibit A
Expansion Premises



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

1. INITIATED BY: Tom Kotter

2. DEPARTMENT OR DIVISION: Community & Economic Development

3. DATE INITIATED: April 08, 2026

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
Facade Grant - 63 South Main Street

5. ESTIMATED TIME NEEDED: 5 Min

6. PROPOSED DATE FOR COUNCIL ACTION: April 16, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
April 08, 2026	Tom Kotter	<div style="border: 1px solid black; padding: 2px;"><small>eSigned via GovOS.com</small>  <small>Key: 323521ea-7128-4d35-b69a-a3d90f6adefe</small></div>	<div style="border: 1px solid black; padding: 2px;"></div>
_____	_____	_____	_____

9. MAYOR'S SIGNATURE:

eSigned via GovOS.com

Key: 605b8e0c-e6b3-440c-bdc6-2708fb4efb2c



Downtown Façade Grant Program

PROGRAM GOALS

The goals of the downtown façade grant program are to work in partnership with the private sector and the Utah Main Street Program to:

- **Stimulate private investment** in downtown Brigham City;
- **Generate additional revitalization** by focusing the investment on improvements visible to customers, neighboring merchants, residents, and visitors;
- **Beautify downtown Brigham City** so that it reflects positively on neighboring residential areas and the City as a whole; and to
- **Increase business** by making the downtown Main Street district and individual businesses more attractive.

The City will pay 50 cents for every dollar invested by the private property or business owner on an approved façade improvement, up to the maximum eligible grant amount based on the project's location. The grant is operated on a reimbursement basis, meaning that the City will only reimburse for work that has been completed and paid for.

APPLICANT INFORMATION

Name: Chad Greer

Address: 97 North Main

City: Brigham City Zip: 84302

Phone: 435-730-0308 Fax: _____

Business Name: Automated Properties

Business Address: 97 South Main

Phone: 435-730-0308 Fax: _____

Are you the property owner? Yes No Business Owner? Yes No

PROJECT INFORMATION

Building Address: 63 South Main, Brigham City, Utah

Building Owner: Chad Greer

Address: 97 North Main, Brigham City, Utah

Email/Phone 435-730-0308

Project Contact (if different than owner): _____

Address: _____

Email/Phone _____

Project Description: Describe rehabilitation activities. Please attach copies of any plans, specifications, contractor proposals, etc. Use continuation sheets as necessary to give a full description of your project.

Exterior work will include replacing the aging Store front windows, doors and uncovering the existing windows that have been covered for decades. Interior improvements will focus remodeling the upstairs apartments and ground-floor commercial spaces to meet current safety, accessibility, and energy standards.

Present Use of Building: Two commercial areas on the main floor of the building.

Proposed Use After Façade Project Commercial areas will remain and five residential apartments will be built in the upper floor.

Estimated Project Dates: Start: 03/23/2026

Finish:06/01/2026

BUDGET

Total Project Budget (Grant + Match) \$950K

Grant Request (no more than 50% of Total Project Budget) \$150K

Applicant Match (at least 50% of Total Project Budget) Is the match secured? Y/N YES

PROJECT SUPPORT AND JUSTIFICATION

(Attach Continuation Sheets as necessary)

A. Describe the potential this project has to generate and support local commerce:

This project has strong potential to stimulate and support local commerce by transforming an underused historic property into an attractive destination for residents, visitors, and small businesses. By restoring the façade and updating interior spaces for modern commercial use, the building will help draw new tenants and customers to Main Street, encouraging foot traffic and activity in the surrounding area. The improved appearance and increased occupancy will contribute to a more inviting downtown environment, supporting nearby businesses and reinforcing Main Street’s role.

B. Describe how this project will aid in the long-term preservation and maintenance of a historic building and/or improve the overall appearance of downtown Brigham City.

This rehabilitation project will play a key role in the long-term preservation of one of downtown Brigham City’s historic buildings by addressing critical maintenance needs and updating the exterior facade. Bricking the façade and installing compatible windows will protect the structure from deterioration while enhancing its visual integrity. These improvements not only safeguard the building’s heritage for future generations but also contribute to the overall aesthetic and economic vitality of downtown Brigham City.

How did you hear about this program? _____



By signing this application, I understand and agree that:

- The façade grant will not pay for work commenced prior to grant approval by the City Council
- I will complete the project as presented to and approved by the City Council (any changes to the project must be approved prior to construction)
- I agree to complete work approved for grant funding within one year of approval by the City Council
- Failure to comply with the grant approval and guidelines may result in cancellation of the grant
- I agree to allow the City to use “before” and “after” photographs of my property in its grant literature, and for publicity regarding the grant program
- I will allow a sign to be placed on my property indicating that work is being partially funded by a grant from Brigham City
- I understand that all work must comply with applicable building codes and zoning regulations, and that approval of the grant by the City Council does not constitute approval of a building permit or zoning

Signature Chad L. Greer Date 03/16/2026


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

1. INITIATED BY: Nicole Cottle
2. DEPARTMENT OR DIVISION: Attorney's Office
3. DATE INITIATED: 4/6/26
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
An Ordinance amending Title 5 Consolidated Fee Schedule to amend certain fees for Public Works and Power and add fees for the Airport, Library.
5. ESTIMATED TIME NEEDED:
6. PROPOSED DATE FOR COUNCIL ACTION: April 16, 2026
7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
<u>4/9/26</u>	<u>Nicole Cottle</u>		<u>YES</u>
_____	_____	_____	_____

9. MAYOR'S SIGNATURE:





**CITY ATTORNEY
LEGAL DOCUMENT REVIEW**

Document Name: An Ordinance amending Title 5 Consolidated Fee Schedule to amend the Public Works and Power Fees and add Airport and Library fees.

Name of Person Requesting Legal Review: Nicole Cottle_____

Date Sent: 4/6/26 _____ Review Date Deadline: 4/9/26 _____

Reviewed by Attorney: _____ Date: 4/9/26 _____

- Reviewed and acceptable as submitted
- See suggested changes:

Returned to: _____ Date: _____

Accepted as Received

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

Reviewed by Mayor's Office: _____

Derek Oyler, City Administrator

ORDINANCE 26- _____

**AN ORDINANCE AMENDING TITLE 5 THE
CONSOLIDATED FEE SCHEDULE REGARDING
AIRPORT FEES, LIBRARY FEES, PUBLIC WORKS FEES
AND POWER FEES**

WHEREAS, the City recently adopted Title 5 of the Brigham City Code which is known as the Consolidated Fee Schedule for the purpose of ensuring usability, clarity, and legality of all fees and that adoption represented a recodification of all fees in their current form; and

WHEREAS, the City has reviewed the fees, done studies regarding the appropriateness of each fee and proposes certain adjustments to the Consolidated Fee Schedule in order to reflect the actual cost of providing the particular service; and

WHEREAS, the City recognizes a need to include the airport and library fees in this Consolidated Fee Schedule and requires amendments to the fees for certain public works services and the power fees;

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

Title 5 The Consolidated Fee Schedule is hereby amended as set forth in Exhibit A attached hereto and incorporated by this reference to this ordinance.

This Ordinance shall become effective upon publication and posting as required by law.

PASSED AND ADOPTED by the City Council of Brigham City, Utah by a vote of ____ ayes and ____ nays this ____ day of _____, 2026.

BRIGHAM CITY CORPORATION

ATTEST:

Dennis J Bott, Mayor

Kristina Rasmussen, City Recorder

EXHIBIT A

TITLE 5 CONSOLIDATED FEE SCHEDULE

CHAPTER 1 FEE SCHEDULE

5-1-105 PUBLIC WORKS

Green Waste Tipping Fee Rates

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

Cardboard Tipping Fee Rates (All Customers)

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

Illegal Dumping

Cleanup Fee	\$125
-------------	-------

Hauled Waste Dumping

Hauled Waste Dumping	\$.083 per gallon
----------------------	-------------------

Product Pricing (All Customers)

Product	Price
Product	Price
Sandbag	\$ 1 per bag
Bio Compost	\$10 - \$35 per yard
Green Compost	\$10 - \$35 per yard
Leaf Compost	\$ 5 - \$45 per yard
Wood Chips	\$ 3 - \$35 per yard
Topsoil Screened	\$20 - \$50 per yard
Topsoil/Compost Mix	\$20 - \$50 per yard
Fill Dirt (Unscreened)	\$ 5 - \$25 per yard
Cement Sand	\$30 - \$70 per yard

Road Base	\$30 - \$70 per yard
Gravel 1"	\$30 - \$70 per yard
Slag	\$30 - \$100 per yard

Water

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

Category	Rate / Notes	Usage	Excess Usage
Non-Resident Base Rate	\$46	0–7000 Gallons	\$1.50/1,000 (7001–12,000) \$2.00/1,000 (12,001–40,000) \$2.50/1,000 (40,001+)
Wholesale Water Rate	Via Water Agreements		
Secondary Water	\$1.50 per 1000 Gallons	Service where available and approved by Public Works Director	
Construction Water Meter Rental	\$2.50 per 1000 Gallons	Deposit based on replacement cost; less \$150 admin fee refundable	

Culinary Connection / Disconnection Fees

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

Sewer

Category	Rate	Notes
Residential	\$35	

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

Stormwater

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

Laboratory Fee Rates

Analyses Description	Rate
Coliform	\$40
E-Coli	\$45
Chlorine	\$25
HPC	\$40
TSS	\$55
pH	\$25
Ammonia	\$40
Phosphorus	\$40
BOD	\$55

Pretreatment Fee Rates

Industrial Commercial User Surcharge Fee	Pollutant	Rate
	TSS	\$0.60 per lb over 500 lbs per day
	BOD	\$0.60 per lb over 500 lbs per day

Annual Permit Fee	\$300
Permit/Application Review	\$50 per hour
Inspection Fee	\$50 per hour
Industrial Pretreatment Sampling	\$100 - \$500 per occurrence

Refuse

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

5-1-106 PUBLIC POWER

Schedule No. 1 - Residential

Season	Base Electric Fee	Tier 1 First 400 kWh	Tier 2 Next 600 kWh	Tier 3 601+ kWh	PPAC
Summer	\$12.00	\$0.1180 /kWh	\$0.1478 /kWh	\$0.1638/kWh	\$0.00
Winter	\$12.00	\$0.1180 /kWh	\$0.1180/kWh	\$0.1180/kWh	\$0.00

Schedule No. 4 – Street Lighting

Wattage	Rate
100 Watt	\$23.40
150 Watt	\$29.60
200 Watt	\$34.30
250 Watt	\$37.40
400 Watt	\$43.00/\$44.70

Schedule No. 6 – Without Demand

Base Electric Fee	First 500 kWh	Next 7,500 kWh	All Additional kWh	PPAC	Single Phase Minimum Monthly	Three Phase Minimum Monthly
\$25.00	\$0.1199/kWh	\$0.1199/kWh	\$0.1199/kWh	\$0.00/kWh	\$9.57	\$29.45

Schedule No. 6 – With Demand

Base Electric Fee	Power Demand Rate (per kW over 10 kW)	Energy Tier 1 (First 500 kWh)	Energy Tier 2 (Next 7,500 kWh)	Energy Tier 3 All Additional	PPAC	Single Phase Minimum	Three Phase Minimum
\$33.00	\$10.60/kWh	\$0.1199/kWh	\$0.1199/kWh	\$0.0520/kWh	\$0.00	\$9.57	\$29.45

Schedule No. 6 – Heavy Demand

Base Electric Fee	Power Demand Rate	Energy Tier 1	Energy Tier 2	Energy Tier 3	PPAC	Three Phase Minimum
\$33.00	\$10.60 per kW over 10 kW	\$0.1158 (First 500 kWh)	\$0.1158 (Next 7,500 kWh)	\$0.0498 (All Additional)	\$0.00	\$29.45

General Industrial – Schedule No. 8

Base Electric Fee	Power Demand Rate	Energy Rate	Minimum Monthly Power Charge	PPAC
\$33.00	\$14.50 per kW	\$0.0546 per kWh	\$375.59	\$0.00

General Industrial – Schedule No. 9

Base Electric Fee	Power Demand Rate	Energy Rate	Minimum Monthly Power Charge	PPAC
\$33.00	\$14.50 per kW	\$0.0546 per kWh	\$1,466.15	\$0.00

Solar Customers Energy Credit Rates

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

System Impact Study	\$10,000 deposit plus actual study cost	Minimum; as approved by Public Power Director
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5-1-107 AIRPORT

Service	Rate Description
Ground Lease Agreement	.3138 cents per square foot based on total square footage of leased space with an inflationary adjustment of an amount equal to the CPIU annually.
Tie Down Lease Agreement	\$150 per month
Daily Tie Down Fee	\$25 per day
Fuel Flowage Fee	.05 cents per gallon collected from the Fixed Base Operator

Aircraft Incident Fee	\$250.00 per incident
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5-1-110 LIBRARY

Cataloging and Processing Fees

Description	Charge
Processing fee	\$3.00

Circulation Fees - Refundable

Description	Charge
Lost item (full item/set)	Cost of replacement + processing fee
Lost rare, valuable, or out-of-print items (full item/set)	Determined by the Library Director + processing fee

Item Related Fees - Non-Refundable

Description	Charge
Barcode	\$1.00
Damage fee - torn magazines	\$1.00
Cleaning fee	\$2.00
Basic item damage/repair fee	\$2.50
Item damaged fee (For any item or partial item found in the library at any time)	Determined by Librarian (up to the cost of replacement) + processing fee
Advanced item damage or repair fee (e.g. laptops, tablets, out-of-print or rare book/item with severe damage)	Assessed cost of repair or cost of replacement, as determined by the Library Director + processing fee

Interlibrary Loan – Non-Refundable

Description	Charge
Interlibrary Loan (ILL) fines or fees for late, damaged, or lost items	Determined by the lending library, plus any local charge that applies
Interlibrary Loan (ILL) library-rate postage (book club sets)	Postage
Interlibrary Loan (ILL) “extra expenses” (e.g. insurance, additional postage, photocopy fees, and any other mandatory charges from other libraries)	Cost of “extra ILL expenses”, as mandated by the lending library

Library Membership Cards – Non-Refundable

Resident	Fee for Library Membership Card
Brigham City residents, property owners, renters; Weber County residents; Brigham City employees; non-resident students or faculty/staff of Brigham City schools in the Box Elder School District; and long-term non-resident volunteers	No Charge

Non-Resident	
3-month non-resident membership (per household)	\$30.00
6-month non-resident membership (per household)	\$55.00
12-month non-resident membership (per household)	\$100.00
Library card replacement (all)	\$2.00

Library Building, Spaces, and Equipment - Non-Refundable

Description	Charge
Meeting room use - for profit or commercial use	\$40.00 per hour per room
Meeting room use - not-for-profit or personal use	None
Cleaning fees and damage fees for meeting rooms, in-library resources, other library spaces, furnishings, equipment, or property.	Assessed cost

Collection of Library Accounts and Bills – Non-Refundable

Description	Charge
Collection agency fee	As determined by the collection agency
Library collections processing fee	\$25.00
Other collections related fees	Court costs, attorney fees, and any other fees passed on to the library associated with the collection of a delinquent library account

Copies and Prints (Per Side) - Non-Refundable

Description	Charge
Letter (8.5x11) black and white	\$0.10
Letter (8.5x11) color	\$0.50
Legal (8.5x14) black and white	\$0.10
Legal (8.5x14) color	\$0.50
Ledger (11x17) black and white	\$0.15
Ledger (11x17) color	\$0.75

Miscellaneous Items - Non-Refundable

Description	Charge
Blank USB drive	Cost of item
New book sales at library events (sold by the library)	Cover price or up to a 20% discount from the cover price, after all costs including shipping and handling and return shipping for unsold copies have been accounted for
Items for events, marketing, or patron convenience (e.g. tote bags, t-shirts, mugs)	Cost of item (including shipping and handling), rounded up to the nearest dollar

Used Book/Library Item Sales - Non-Refundable

Description	Charge
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Advance Reader Copy (ARC)	No Charge
Magazine	\$0.10
Paperback	\$1.00
DVDs	\$1.00
Hardback	\$2.00
Audiobook	\$2.00
Miscellaneous other items	\$0.10 – \$10.00
Stock clearing sales (as scheduled by staff and approved by the Library Director)	Half price, buy one/get one of equal or lesser value (BOGO), \$1 per bag (size of bag may be defined by staff and approved by Library Director)

ORDINANCE 26- _____

**AN ORDINANCE AMENDING TITLE 5 THE
CONSOLIDATED FEE SCHEDULE REGARDING
AIRPORT FEES, LIBRARY FEES, PUBLIC WORKS FEES
AND POWER FEES**

WHEREAS, the City recently adopted Title 5 of the Brigham City Code which is known as the Consolidated Fee Schedule for the purpose of ensuring usability, clarity, and legality of all fees and that adoption represented a recodification of all fees in their current form; and

WHEREAS, the City has reviewed the fees, done studies regarding the appropriateness of each fee and proposes certain adjustments to the Consolidated Fee Schedule in order to reflect the actual cost of providing the particular service; and

WHEREAS, the City recognizes a need to include the airport and library fees in this Consolidated Fee Schedule and requires amendments to the fees for certain public works services and the power fees;

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

Title 5 The Consolidated Fee Schedule is hereby amended as set forth in Exhibit A attached hereto and incorporated by this reference to this ordinance.

This Ordinance shall become effective upon publication and posting as required by law.

PASSED AND ADOPTED by the City Council of Brigham City, Utah by a vote of ____ ayes and ____ nays this ____ day of _____, 2026.

BRIGHAM CITY CORPORATION

ATTEST:

Dennis J Bott, Mayor

Kristina Rasmussen, City Recorder

EXHIBIT A

TITLE 5 CONSOLIDATED FEE SCHEDULE

CHAPTER 1 FEE SCHEDULE

5-1-105 PUBLIC WORKS

Green Waste Tipping Fee Rates

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

Cardboard Tipping Fee Rates (All Customers)

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

Illegal Dumping

Cleanup Fee	\$125
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Hauled Waste Dumping

Hauled Waste Dumping	\$.083 per gallon
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Product Pricing (All Customers)

Product	Price
Green Compost	\$35
Sandbag	\$1
Bio Compost	\$25
Road Base	\$50
Slag 3"	\$30
Slag Road Base	\$30
Topsoil Screened	\$50
Topsoil/Compost Mix	\$50

Wood Chips—Coarse Light	\$15
Wood Chips—Coarse Dark	\$20
Wood Chips—Fine Light	\$20
Wood Chips—Fine Dark	\$20
Bio Wood Chips	\$35
Fill Dirt (Unscreened)	\$15
Cement Sand	\$50
Gravel 1"	\$50
Leaf Compost	\$45
Product	Price
Sandbag	\$ 1 per bag
Bio Compost	\$10 - \$35 per yard
Green Compost	\$10 - \$35 per yard
Leaf Compost	\$ 5 - \$45 per yard
Wood Chips	\$ 3 - \$35 per yard
Topsoil Screened	\$20 - \$50 per yard
Topsoil/Compost Mix	\$20 - \$50 per yard
Fill Dirt (Unscreened)	\$ 5 - \$25 per yard
Cement Sand	\$30 - \$70 per yard
Road Base	\$30 - \$70 per yard
Gravel 1"	\$30 - \$70 per yard
Slag	\$30 - \$100 per yard

Water

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

Category	Rate / Notes	Usage	Excess Usage
Non-Resident Base Rate	\$46	0–7000 Gallons	\$1.50/1,000 (7001–12,000) \$2.00/1,000 (12,001–40,000) \$2.50/1,000 (40,001+)
Wholesale Water Rate	Via Water Agreements		
Secondary Water	\$1.50 per 1000 Gallons	Service where available and approved by	

		Public Works Director	
Construction Water Meter Rental	\$2.50 per 1000 Gallons	Deposit based on replacement cost; less \$150 admin fee refundable	

Culinary Connection / Disconnection Fees

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

Sewer

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

Stormwater

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

Laboratory Fee Rates

Analyses Description	Rate
Coliform	\$40
E-Coli	\$45
Chlorine	\$25

HPC	\$40
TSS	\$55
pH	\$25
Ammonia	\$40
Phosphorus	\$40
BOD	\$55

Pretreatment Fee Rates

Industrial Commercial User Surcharge Fee	Pollutant	Rate
	TSS	\$0.60 per lb over 500 lbs per day
	BOD	\$0.60 per lb over 500 lbs per day

Annual Permit Fee	\$300
Permit/Application Review	\$50 per hour
Inspection Fee	\$50 per hour
Industrial Pretreatment Sampling	\$100 - \$500 per occurrence

Refuse

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

5-1-106 PUBLIC POWER

Schedule No. 1 - Residential

Season	Base Electric Fee	Tier 1 First 400 kWh	Tier 2 Next 600 kWh	Tier 3 601+ kWh	PPAC
Summer	\$10.00 \$12.00	\$0.116880 /kWh	\$0.14748 /kWh	\$0.1568638/kWh	\$0.00
Winter	\$10.00 \$12.00	\$0.116880 /kWh	\$0.116880/kWh	\$0.116880/kWh	\$0.00

Schedule No. 4 – Street Lighting

Wattage	Rate
100 Watt	\$22.50 \$23.40
150 Watt	\$28.35 \$29.60
200 Watt	\$33.00 \$34.30
250 Watt	\$36.00 \$37.40
400 Watt	\$43.00\$44.70

Schedule No. 6 – Without Demand

Base Electric Fee	First 500 kWh	Next 7,500 kWh	All Additional kWh	PPAC	Single Phase Minimum Monthly	Three Phase Minimum Monthly
\$225.00	\$0.115899/kWh	\$0.115899/kWh	\$0.115899/kWh	\$0.00/kWh	\$9.57	\$29.45

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Schedule No. 6 – With Demand

Base Electric Fee	Power Demand Rate (per kW over 10 kW)	Energy Tier 1 (First 500 kWh)	Energy Tier 2 (Next 7,500 kWh)	Energy Tier 3 All Additional	PPAC	Single Phase Minimum	Three Phase Minimum
\$303.00	\$10.560/kWh	\$0.115899/kWh	\$0.115899/kWh	\$0.0498520/kWh	\$0.00	\$9.57	\$29.45

Schedule No. 6 – Heavy Demand

Base Electric Fee	Power Demand Rate	Energy Tier 1	Energy Tier 2	Energy Tier 3	PPAC	Three Phase Minimum
\$303.00	\$10.560 per kW over 10 kW	\$0.1158 (First 500 kWh)	\$0.1158 (Next 7,500 kWh)	\$0.0498 (All Additional)	\$0.00	\$29.45

General Industrial – Schedule No. 8

Base Electric Fee	Power Demand Rate	Energy Rate	Minimum Monthly Power Charge	PPAC
\$303.00	\$14.0050 per kW	\$0.052346 per kWh	\$375.59	\$0.00

General Industrial – Schedule No. 9

Base Electric Fee	Power Demand Rate	Energy Rate	Minimum Monthly Power Charge	PPAC
\$303.00	\$14.0050 per kW	\$0.052346 per kWh	\$1,466.15	\$0.00

Solar Customers Energy Credit Rates

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

System Impact Study	\$10,000 deposit plus actual study cost	Minimum; as approved by Public Power Director
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5-1-107 AIRPORT (~~RESERVED~~)

Service	Rate Description
Ground Lease Agreement	.3138 cents per square foot based on total square footage of leased space with an inflationary adjustment of an amount equal to the CPIU annually.
Tie Down Lease Agreement	\$150 per month
Daily Tie Down Fee	\$25 per day
Fuel Flowage Fee	.05 cents per gallon collected from the Fixed Base Operator
Aircraft Incident Fee	\$250.00 per incident

5-1-110 LIBRARY (~~RESERVED~~)

Cataloging and Processing Fees

<u>Description</u>	<u>Charge</u>
Processing fee	\$3.00

Circulation Fees - Refundable

<u>Description</u>	<u>Charge</u>
Lost item (full item/set)	Cost of replacement + processing fee
Lost rare, valuable, or out-of-print items (full item/set)	Determined by the Library Director + processing fee

Item Related Fees - Non-Refundable

<u>Description</u>	<u>Charge</u>
Barcode	\$1.00
Damage fee - torn magazines	\$1.00
Cleaning fee	\$2.00
Basic item damage/repair fee	\$2.50
Item damaged fee (For any item or partial item found in the library at any time)	Determined by Librarian (up to the cost of replacement) + processing fee
Advanced item damage or repair fee (e.g. laptops, tablets, out-of-print or rare book/item with severe damage)	Assessed cost of repair or cost of replacement, as determined by the Library Director + processing fee

Interlibrary Loan – Non-Refundable

<u>Description</u>	<u>Charge</u>
Interlibrary Loan (ILL) fines or fees for late, damaged, or lost items	Determined by the lending library, plus any local charge that applies
Interlibrary Loan (ILL) library-rate postage (book club sets)	Postage
Interlibrary Loan (ILL) “extra expenses” (e.g. insurance, additional postage, photocopy fees, and any other mandatory charges from other libraries)	Cost of “extra ILL expenses”, as mandated by the lending library

Library Membership Cards – Non-Refundable

<u>Resident</u>	<u>Fee for Library Membership Card</u>
Brigham City residents, property owners, renters; Weber County residents; Brigham City employees; non-resident students or faculty/staff of Brigham City schools in the Box Elder School District; and long-term non-resident volunteers	No Charge

<u>Non-Resident</u>	
3-month non-resident membership (per household)	\$30.00
6-month non-resident membership (per household)	\$55.00
12-month non-resident membership (per household)	\$100.00
Library card replacement (all)	\$2.00

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Library Building, Spaces, and Equipment - Non-Refundable

<u>Description</u>	<u>Charge</u>
Meeting room use - for profit or commercial use	\$40.00 per hour per room
Meeting room use - not-for-profit or personal use	None
Cleaning fees and damage fees for meeting rooms, in-library resources, other library spaces, furnishings, equipment, or property.	Assessed cost

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Collection of Library Accounts and Bills – Non-Refundable

<u>Description</u>	<u>Charge</u>
Collection agency fee	As determined by the collection agency
Library collections processing fee	\$25.00
Other collections related fees	Court costs, attorney fees, and any other fees passed on to the library associated with the collection of a delinquent library account

Copies and Prints (Per Side) - Non-Refundable

<u>Description</u>	<u>Charge</u>
Letter (8.5x11) black and white	\$0.10
Letter (8.5x11) color	\$0.50

<u>Legal (8.5x14) black and white</u>	<u>\$0.10</u>
<u>Legal (8.5x14) color</u>	<u>\$0.50</u>
<u>Ledger (11x17) black and white</u>	<u>\$0.15</u>
<u>Ledger (11x17) color</u>	<u>\$0.75</u>

Miscellaneous Items - Non-Refundable

<u>Description</u>	<u>Charge</u>
<u>Blank USB drive</u>	<u>Cost of item</u>
<u>New book sales at library events (sold by the library)</u>	<u>Cover price or up to a 20% discount from the cover price, after all costs including shipping and handling and return shipping for unsold copies have been accounted for</u>
<u>Items for events, marketing, or patron convenience (e.g. tote bags, t-shirts, mugs)</u>	<u>Cost of item (including shipping and handling), rounded up to the nearest dollar</u>

Used Book/Library Item Sales - Non-Refundable

<u>Description</u>	<u>Charge</u>
<u>Advance Reader Copy (ARC)</u>	<u>No Charge</u>
<u>Magazine</u>	<u>\$0.10</u>
<u>Paperback</u>	<u>\$1.00</u>
<u>DVDs</u>	<u>\$1.00</u>
<u>Hardback</u>	<u>\$2.00</u>
<u>Audiobook</u>	<u>\$2.00</u>
<u>Miscellaneous other items</u>	<u>\$0.10 – \$10.00</u>
<u>Stock clearing sales (as scheduled by staff and approved by the Library Director)</u>	<u>Half price, buy one/get one of equal or lesser value (BOGO), \$1 per bag (size of bag may be defined by staff and approved by Library Director)</u>