BRIGHTON TOWN COUNCIL MEETING AGENDA

Tuesday, July 14th, 2026, at 6:30 pm

*Amended on 7/13/26 at 4:30 PM to include Work Session 1. a., and 2.

NOTICE is hereby given that the Brighton Town Council will meet on Tuesday, July 14th, 2026, for its regular meeting at 6:30 pm, in a hybrid format. In person at Fire Station 108, 7688 S Big Cottonwood Canyon Road, and electronically via Zoom.

TO JOIN THE ZOOM MEETING
https://us02web.zoom.us/j/88068700393
Meeting ID: 880 6870 0393
Passcode: 119511
One tap mobile
(719)359-4580

WORK SESSION AT 5:30 PM

1. CALL THE WORK SESSION TO ORDER

a. Discussion and Ranking of Council Priorities

2. PUBLIC INPUT

a. Chipper Days: July 20-30!
Sign up by July 19th at Chipper Days Sign Up

REGULAR MEETING

1. CALL TO ORDER AT 6:30 PM

2. ANNOUNCEMENTS

3. PUBLIC INPUT You can email your comment to townclerk@brighton.utah.gov ahead of time to be read during the public input section. You may also use the raise hand feature and wait to be called to speak at this time. All comments during the meeting shall be held until section 9.

4. MINUTES Approval of Town Council Minutes for June 9th, 2026 and Special Meeting minutes on June 29th, 2026. PACKET PAGES 4-18, and 19-21.

5. UPD Detective Anna Walker

6. UFA Chief Craig Ellingson

7. SKI RESORTS

Solitude
Brighton

8. BUSINESS

a. Consider Approval for a Real Estate Purchase Contract for Land. Presented by Heinrich Deters. For discussion and possible action. PACKET PAGES 22-30.
b. Consideration of a Resolution Adopting the Town of Brighton Land Acquisition Notice of Interest (NOI) Program and Authorizing its Implementation. Presented by Heinrich Deters. For discussion and possible action. PACKET PAGES 31-39.
c. Update on Brighton Trails Grant. Presented by Heinrich Deters. Informational.

d. Authorize the Mayor to Reimburse the Mill D HOA for Conduit and Installation Costs Associated with the Fiber Internet Infrastructure in the amount of $39,837.98. For discussion and possible action.
e. Consider amending language in Ordinance 2026-O-7-1, Stage 2 Fire Restrictions to fix typos. For discussion and possible action. PACKET PAGES 40-41.
f. Consideration of a Resolution for the 2026 Emergency Interim Succession for Brighton. Presented by Polly McLean. For discussion and possible action.
g. Consideration of a Resolution Designating the Town Administrator as the Chief Administrative Officer for Purposes of the Government Records Access and Management Act. Presented by Polly McLean. For discussion and possible action. PACKET PAGE 42.

9. **PUBLIC INPUT** Please use the raise hand feature and wait to be called to speak at this time.

10. REPORTS

a. Mayor's Report
b. Council Members' Reports
   i. MSD Standard Financial Report: Presented by Keith Zuspan. PACKET PAGES 43-47.
c. BCCA Report

11. ADJOURN

TOWN OF BRIGHTON – RULES OF CONDUCT AT PUBLIC MEETINGS

IN PERSON:

1. Speakers will be called to the podium by the Mayor or Mayor Pro Temp.

2. Each speaker, before talking, shall give his or her name and address.

3. All comments should be directed to the Council, not to the staff or to members of the audience. There should be no back and forth dialogue between the speak and Council. If a question arises, the Mayor/Council can request staff to answer it and report back.

4. For items where there are several people wishing to speak, the Mayor may impose a time limit, usually 3 minutes per person, or 5 minutes for a group spokesperson. If a time limit is imposed on any member or spokesperson of the public, then the same time limit is imposed on other members or spokespersons of the public, respectively.

5. Unless otherwise allowed by the Mayor, no questions shall be asked by the speaker.

6. Only one speaker is permitted before the Council at a time.

7. The discussion must be confined to essential points about the agenda item.

8. The Mayor may cease any presentation or information that has already been presented and acknowledge that it has been noted in the public record.

9. No derogatory or personal attacks shall be permitted, and such action shall be sufficient cause for stopping the speaker from proceeding.

10. No applause or public outbursts shall be permitted.

11. The Mayor or supporting agency staff may request police support to remove offending individuals who refuse to abide by these rules.

12. After the public comment portion of a meeting or hearing has concluded, the discussion will be limited to the Council and Staff.

ON ZOOM

1. All attendees must give their actual name. No spoof names will be permitted and that person will be removed from the meeting.
2. Attendees shall be muted unless called on to speak.
3. Be respectful and polite and respect the opinions of others. Any disrespectful, personal attacks, disruptive speech or behavior, shocking imagery or profanity will be cause the attendee to be removed from the video conference immediately.
4. All conduct for in person listed above apply to online attendees.
5. These rules apply to comments if the comment/chat function is enabled.

BRIGHTON TOWN COUNCIL MEETING MINUTES

Tuesday, June 9th, 2026, at 6:30 pm

WORK SESSION

Scotty John called the Work Session to order at 6:00 PM.

ATTENDANCE

Council: Scotty John (Mayor and meeting chair)
Council Members: Keith Zuspan, Lise Brunhart, Jeff Bossard, Carolyn Keigley
Staff: Polly McLean, Nate Rockwood, Kara John, Heinrich Deters
Partners: BCCA- Barbara Cameron
Public: Gwen Gushee

PARAMETERS FOR EVALUATING LAND ACQUISITION

Heinrich Deters facilitated a work session discussion and presented potential land acquisition strategies and evaluation criteria consistent with the Town's 2025 Strategic Plan and General Plan. He noted that land acquisition is identified as the first of the council's strategic goals because it can support a variety of Town objectives, including environmental protection, public safety, recreation, community infrastructure, utility services, and future community gathering spaces.

Heinrich proposed establishing a Notice of Interest, NOI, program through which property owners could voluntarily submit information regarding parcels they may be interested in selling to the Town. Rather than actively seeking specific properties, the program would provide a transparent process for interested landowners to initiate discussions with the Town. Proposed submissions would include property information, acreage, parcel identification, proposed sale terms, and any requested conditions, such as conservation use or conservation easements.

Heinrich noted potential benefits of land acquisition including protection of forest health, watershed resources, wildlife habitat, open space preservation, year round trail connectivity (that may serve in reducing traffic congestion), trailhead planning and bathrooms, public facilities (such as relocating the trash compactor to a less busy area), utility infrastructure (such as the current fiber internet project), and wildfire mitigation efforts. He emphasized the importance of coordinating with local and regional partners, including Salt Lake City Public Utilities, the U.S. Forest Service, UDOT, and community organizations such as BCCA.

Methods for public outreach and marketing the program could include posting information on the town website, social media, newsletters, the outreach coming from community organizations, broker outreach, and direct mailings such as post cards with a QR code to property owners.

Per the question regarding real estate commissions associated with potential property transactions, Heinrich stated that if the owner uses a real estate agent, commissions would generally be the responsibility of the property owner and would be evaluated as part of any proposal received.

It was anticipated that the program could launch mid-July and could extend throughout the summer and fall to allow interested property owners time to respond. Heinrich discussed the need to establish evaluation criteria for reviewing proposals, including property value, environmental benefits, strategic importance, and other community objectives. Any property acquisitions would be considered through a transparent public process, including discussion of intended uses, budgeting considerations, and ongoing maintenance and management obligations.

Scotty encouraged the public and stakeholders, but primarily the residents, to give the council feedback regarding the town's land acquisition goals, and the criteria that could be used to evaluate potential property purchase.

Jeff complimented Heinrich for clearly outlining the purpose of the program and establishing a framework for moving the initiative forward. Per Jeff's question, Heinrich stated that UDOT has already identified properties needed to support planned transportation infrastructure improvements. The town will avoid pursuing those properties; however, if adjacent properties are identified that support the transportation network, the town could target those properties to help better manage visitation as a benefit to the community. The difficult aspect of the plan is to reach everyone and make them aware of the town's interest and intention.

No formal action was taken. The discussion was for informational and policy-development purposes. Heinrich will work with Polly and Nate on creating a form for marketing and outreach that he can share with the council before it goes out in early to mid-July. The council will discuss specific areas of interest during the July Work Session as it relates to land acquisition. Scotty noted that as he revisits the general plan, the emphasis was around the loop as the town center. In reevaluating that with council, Silver Fork may be a more central place to focus because it avoids traffic and congestion.

Scotty closed the Work Session at 6:26 and allowed a short recess before the regular council meeting.

REGULAR BRIGHTON TOWN COUNCIL MEETING

**There were several occurrences in the conference room where the audio would cut out when zoom attendees were speaking. The recording did not have this issue and was able to capture everything that was said.*

CALL TO ORDER

Scotty John called the meeting to order at 6:30 PM at Fire Station 108 and noted a quorum of all council members present.

ATTENDANCE
Council: Scotty John (Mayor and meeting chair)
Council Members: Keith Zuspan, Lise Brunhart, Jeff Bossard, Carolyn Keigley
Staff: Polly McLean, Nate Rockwood, Heinrich Deters, Jane Martain, Kara John, Laura Bossard
Partners: UPD- Tyler Ackerman, UFA- Craig Ellingson, Brighton Resort- Kim Doyle, Solitude Resort- Ian Redell, BCCA- Barbara Cameron, MSD- Martin Pease, Richard Stephens, Lobbyist- Rob Jolley
Public: Kendall Phillips, Stan Burns, Brian Reynolds, Kathy Anderson, Gwen Gushee, Angus, Chad Smith, Mark Brinton, Jonathan Owens, 909-404-4302, Pantuso

ANNOUNCEMENTS. RECORDING 0:30:40

a. The town has a new website. It's a work in progress. A few things were missing or hidden in the transfer from the previous website. There's a new feature for visitors to the site to subscribe for notifications when certain pages are posted such as news, events, or meetings.
b. Tuesday, June 16th at 6 PM, in Fire Station 108, the Forest Service will hold a public information meeting regarding their Environmental Assessment on the BCC Watershed Restoration Project. Adam Shaw wanted to present it at this council meeting, ahead of next week's meeting, but it wasn't added to the agenda in time. He encouraged the council to reach out to him with questions this week. The comment period is from June 8th through June 23rd.
c. The Drop 13 half marathon is in the canyon this Saturday and will impact traffic from 6AM-9AM.
d. Chipper Days will be from July 20th – 30th. Sign ups are open until July 19th.

PUBLIC INPUT
None

MINUTES. RECORDING 0:33:32
Lise Brunhart moved to approve the minutes for the Town Council Meeting on May 12th, 2026, and Carolyn Keiley seconded the motion. The minutes were approved unanimously. Lise Brunhart moved to approve the minutes for the Town Council Special Meeting on May 26th, 2026, and Keith Zuspan seconded the motion. The minutes were approved unanimously.

UPD. RECORDING 0:34:13
Dispatch 801-840-4000
Property checks 385-468-9920.

Lieutenant Tyler Ackerman reported on behalf of Detective Anna Walker. Last month, UPD responded to 187 calls for service and generated 76 general offense cases. Officers averaged approximately 31 calls for service per officer.

Additional statistical reporting was shared to offer greater insight into policing activity and service demand within the Town. Calls are classified on a priority scale of 1-3 with 1 being the most emergent. Response time data shows that Priority 1 and Priority 2 calls were responded to in an average of under two minutes. The Department noted that these response times reflect the effectiveness of the current policing model and the benefit of maintaining a consistent officer presence in the canyon.

Notable incidents during the month included 11 suspicious circumstance investigations, most of which resulted from proactive patrol activity where officers observed and investigated potentially suspicious conditions. Additional activity included 3 trespass incidents, 1 theft incident, and 3 missing person incidents. Two of the missing person incidents involved search and rescue operations, and all individuals were located shortly after being reported missing.

The Department also responded to 23 motorist and citizen assist incidents.

Traffic and parking enforcement activity included 73 traffic stops and 58 citations issued. In addition, officers investigated 17 parking complaints and issued 30 parking tickets. Jeff asked where parking violations are occurring. Tyler can report back about parking specifically. The data in the heat map shows where violations are occurring, but it is not specific to parking. It also includes speeding and watershed violations. There have not been reports of street racing. There are more cases in the wintertime, so now is the time officers can focus on proactive enforcement operations.

UFA. RECORDING 0:39:54.

Chief Craig Ellingson noted it's the slow time in the town because of the resorts closing. They've been busy with the county Search and Rescue in the lower canyon. There have been an inordinate number of rescues of hikers, bikers, and climbers. The UFA Community Risk Reduction message addresses defensible space. It will continue to be emphasized this year due to wildfire risk. UFA has committed crews and resources to some big fires already such as Saratoga Springs and resources to Tooele County. So far, SL County is doing well. For the 4th of July Parade, UFA will bring the razor for Uncle Sam's Candy Crush, in addition to an engine for the council. Chief Ellingson will attend as well.

SKI RESORTS

Solitude

Ian Redell reported while Amber Broadaway was away supporting a team member receiving an award from the Visit Salt Lake Awards.

- SHOUT OUT to All Team Solitude for supporting the Utah Asian Festival this past weekend, and the Utah Pride Center's Parade with our friends, Brighton Resort
- SHOUT OUT to our Yurt Chef, Matt Serna, for winning Ski Utah's Yeti Award for Best Back of House Employee of the Year

- We move to daily summer operations this THU, 11 JUN. This will include daily lift service from 10A – 6P, with 8P on TUE & THU nights. Our three summer lifts are Sunrise, Link, and Moonbeam. Link remains a free commuter lift and is open to anyone, no ticket needed.
- On the programming side, our annual weekly free offerings of SAT Morning Yoga at the Inn Lawn, THU Night Outdoor Movies at Moonbeam, and SUN Night Music in the Village all kick off starting next week. All of these are free to the community and run thru summer.
- Big Events – our first is this coming weekend.
    - Big Cottonwood Brew Fest – SAT/SUN, JUN 13-14. Great way to celebrate all the dads ahead of Father's Day weekend.
    - Western States Mountain Bike Cup – SAT/SUN, JUL 4-5.
    - Solitude Disc Golf Open – FRI/SAT, JUL 10-11 (One of Utah's longest running Disc Golf Championships)
    - Wasatch Wildflower Festival – SUN, JUL 12
    - Monster Pro Downhill Mountain Bike Race – WED-SUN, JUL 15-19
    - Summer Fest – SUN, AUG 2
- Notable offerings for KIDS/FAMILIES
    - Summer Camps available MON-FRI including hiking, crafts, games, Adventure Park Access, and more.
    - Summer Mountain Bike Teams available of TUE & THU
- Summer F/B Programming
    - Tacos at Red Wagon at Moonbeam
    - Hot Dogs & Savory Waffles at Little Dollies at Moonbeam
    - Breakfast at St. Bernard's in the Inn opening this week.
        - Canyon Locals 50% Off Discount applies.
    - Nightly dinner service at Honeycomb Grill in the Village starts this week, with weekend lunch offerings.
    - Stonehaus Pizza in the Village is open daily 11 A – 8 P, great pizza, sandwiches, and scooped ice cream. $2.00 Ice Cream specials for Sunday Music!
    - Thirsty Squirrel (21+) open FR-SUN Open 12 P – Close. Watch for some of Ketti's cool programming!
- We look forward to celebrating with the Community at 4th of July Parade
- Our Annual State of Solitude Presentation is being moved to the Fall and will be incorporated as part of our Winter Welcome Programming. Stay tuned for details.

RECESS. RECORDING 0:48:47.
Due to technical difficulties, the mayor called for a short recess to restart the meeting.

Brighton. RECORDING 0:51:52.
Kim Doyle reported they're getting back into the swing of it with summer starting.

- The Brighton Store is open daily with extended hours. For anyone wanting to hike around the lake and go in for ice cream after, they will be there to serve it.

- Last Sunday was the start of the weekly Flea Market. There are a lot of vendors with cool things to buy.
- The Blind Miner coffee shop is open for breakfast.
- On the 19th, mountain biking and scenic lift rides will start for the season.
- Also on the 19th, Smoke and Sound Music Series and Barbecue begins for the season.
- The Campfire Cookout reservation portal is open. These will be held at the Wasatch Mountain Lodge and are a lot of fun.

PUBLIC HEARING. RECORDING 0:53:10.

Public Hearing and Resolution 2026-R-6-1 to adopt Fiscal Year 2027 Budget beginning July 1, 2026, and ending June 30, 2027, and to set a property tax rate of 0% for Tax Year 2026. For discussion and possible action.

Nate Rockwood, Town Administrator, explained the council adopted the tentative budget two months ago, one month earlier than normal. It was the council's longest budget discussion and included things that hadn't been discussed previously. The final budget needs to be adopted by June 30th and can be adopted tonight after the public hearing and final budget presentation.

Scotty John opened the public hearing.

Public Input

1. **Kendall Phillips** asked how many cabins are in Brighton that pay taxes.

Carolyn Keigley estimated there are 800 cabins in the town. Keith Zuspan added that there is zero property tax collected by the town.

Kendall further asked how the $8M in the town's account benefits the town. He also wanted to know more about the Contributions, and Lobby expenses.

Scotty John noted the account is a savings account and the council is continuing discussions about how it will be spent, such as the fiber internet infrastructure project.

Nate explained the budget presentation will show the money that goes into the capital budget and how the budget is allocated toward potential town capital improvement projects that are anticipated over the next five years.

Nate will also explain the large amount going toward contributions. The lobbyist will be presenting later in the agenda to show how our interests are being covered at the state legislature level.

Scotty John closed the public hearing after no other comments from the public.

Nate Rockwood presented the final budget.

REVENUE OVERVIEW

The town's revenues are highly seasonal and are driven primarily by sales tax generated within the town, the majority of which is associated with resort activity. Despite expectations of reduced revenue due to a relatively weak snow year, March revenues were the highest on record. Overall economic conditions appear to have a greater impact on resort-town sales tax revenues than snowfall alone, although prolonged poor ski seasons can still negatively affect revenue trends. Current data indicates overall revenues remain stable.

The combined general sales tax rate is 8.55%, which is distributed among the State, Salt Lake County, and the local sales tax comes to the Town of Brighton. Additional taxes are collected from lodging and restaurant transactions; however, the town only benefits from the Municipal Transient Room Tax, while the other taxes are distributed to the County and State.
Five-year revenue projection model- sales tax revenues tend to incorporate an inflationary component, as increased costs generally result in increased taxable sales. Nate contrasted this with property tax revenues, which do not automatically adjust with inflation. The projection was intended to ensure that town revenues keep pace with inflationary pressures while not overestimating.

Property Tax- secondary homeowners pay 100% of the taxable base while primary owners pay 55% of the assessed rate. The Town of Brighton does not receive property tax revenue and has historically maintained a certified property tax rate of 0.00%. Property tax revenues instead fund other entities, including Canyons School District, Unified Police Department, Unified Fire Authority, Salt Lake County services, and the Mosquito Abatement district. The town will continue its policy of not levying a municipal property tax.
Adjustments to the tentative budget- the only significant revenue revision involve parking-related revenue. Parking revenues were increased from an initial estimate of $75,000 to $130,000 based on current-year collections exceeding projections and anticipated future performance. Nate clarified that the town's objective in parking enforcement is not revenue generation, but rather to change behavior toward illegal parking. Revenue from citations is a secondary outcome to enforcing noncompliance. Jeff Bossard inquired about the efficacy of citations if the total increases. Nate can coordinate with UPD to analyze citation patterns, timing, and enforcement patters to better understand trends such as single incidents vs. repeat offenders. He noted that adjustments to parking fees or enforcement strategies may be considered in the future if current measures do not effectively influence behavior. Council discussion reflected concern that the goal of enforcement should remain focused on behavior change rather than revenue generation.

EXPENSES
Contract, Lobbyist Services- the Town's lobbyist provides representation at the state level and assists in communication with multiple governmental agencies, including the State Legislature, U.S. Forest Service, and Salt Lake County. He stated that these services are considered valuable due to the town's reliance on state and federal land management decisions and intergovernmental coordination.

Contributions- to partner organizations and nonprofits. Each entity provides proposals outlining the intended use of town funding. Contributions include support for community programming, trail maintenance, environmental stewardship, and visitor services.
Funding allocations include support for the Brighton Institute for community programming such as Brighton Days; the Big Cottonwood Community Council for trail programs, Fourth of July activities, administrative support, and insurance costs that are required as a nonprofit; and the Cottonwood Canyons Foundation for environmental education, ranger services, weed mitigation,

and stewardship programs throughout the Cottonwood Canyons. Additional funds are given for ranger staffing at high-use recreation areas including Silver Lake, Cardiff Meadows, and Donut Falls, as well as funding for the Silver Lake Naturalist program and adopt-a-trail initiatives.

Budget Adjustments-
-Salt Lake Valley Law Enforcement Service Area (SLVLESA) has reached its statutory cap. As a result, approximately $150,000 in resort community funding is allocated toward public safety services, supplementing costs not fully covered by property tax revenues.
-Employee benefits were increased by $18,000 for the Community Service and Support Officer so that the council can decide if that should be a benefited position. The inclusion of benefit costs was recommended by the mayor to be incorporated into the budget. This position will begin to support Wildland-Urban Interface (WUI) related work.
-The water meter incentive program spans multiple budget cycles. The initial estimate was $80,000; however, to date, $75,800 has been distributed to qualified participants. The remaining budget allocation for the rest of the program period is $10,000, which ends December 31st, 2026. Adjustments may be made if additional qualifying applications are received prior to the program deadline.
It was clarified that approximately 5-6% cost-of-living adjustment was included in the tentative budget and carried forward into the final budget proposal for eligible employees who did not receive prior increases.

Fund Balance and Capital Fund – the state allows cities to retain approximately 35% to 38% of general fund revenues in fund balance as a reserve for emergencies, economic downturns, and other fiscal contingencies. The state allows towns to hold 100% of one year’s revenue in a fund balance. The Town of Brighton has historically chosen to maximize its fund balance, maintaining close to 100% of annual revenues available in the general fund; except for the first year when reserves were being built. Maintaining funds within the General Fund provides greater flexibility, as transfers from the Capital Fund are subject to stricter accounting rules and are generally restricted to defined purposes such as emergencies or capital-related expenditures. The State’s definition of “emergency” is narrow and typically limited to catastrophic events such as floods or wildfires, making General Fund retention an important tool for financial flexibility.
The town’s Capital Fund contains revenues not utilized in the operating budget. The town’s operating budget is approximately $1M annually and supports general operations, including town staff and MSD staff time. A portion of the Capital Fund is generated by revenue from the MSD while the rest is mostly made up of the town’s Resort Community Tax. We’re allowed to charge this tax since our population is a majority second homes and visitor based. Some of the tax is going toward funding the ranger and some goes toward UPD, while the remainder goes to the Capital Fund.
Major capital allocations, include $10,000 for Trails Master Plan, and $331,000 for Trail Improvements and related projects. There is $3M allocated for Utility Improvements since the fiber infrastructure project amount is unknown. The town continues to pursue grants and external funding sources that may offset these costs. There is $2.5M placeholder for potential Property Acquisition. Any future property purchase would require appraisal and determination

of fair market value; the budgeted amount does not imply overpayment for property but rather establishes capacity for future opportunities. Other capital allocations include Facility Improvements, which could potentially relate to our land at the old fire station. The Infrastructure Improvement Projects amount was reduced to accommodate increased investment in utility improvements and property acquisitions.
Approximately $1.5M in additional capital revenues is anticipated in the upcoming year, contributing to the overall funding available for capital projects and property-related opportunities. The structure of municipal budgeting under state code allows departments to be budgeted within a fund, and line-item adjustments within a department may be made with council approval without requiring a public hearing. However, any change that increases the total expenditures or revenues of a fund requires a formal budget adjustment and public hearing. The town's financial structure includes a single General Fund, allowing the council flexibility to reallocate resources between line items as needed, subject to council approval. In contrast, the Capital Fund also operates as a single fund, enabling the council to reallocate capital resources internally without requiring a formal budget hearing, provided the total fund balance is not increased. This structure provides flexibility in responding to opportunities such as large-scale property acquisition while maintaining compliance with state budgeting requirements. This concludes Nate's presentation. The council had no further questions or discussion.

Carolyn Keigley moved to approve Resolution 2026-R-6-1, Adopting the Fiscal Year 2027 Final Budget and Setting the Property Tax Rate for the Town of Brighton at 0.00%. Jeff Bossard seconded the motion, which passed unanimously.
Carolyn Keigley: Aye
Jeff Bossard: Aye
Lise Brunhart: Aye
Scotty John: Aye
Keith Zuspan: Aye

Carolyn emphasized for the public's interest the amount of time, thought and discussion the council has on the executive budget. Scotty added that community feedback is welcome on the decisions being made.

BUSINESS

a. **Fiscal Year 2026 Quarter 3 MSD/Brighton Financial Statements. Presented by Martin Pease. Informational. PACKET PAGES 17-21, and 22-26.**

RECORDING 1:26:52

Martin Pease, the MSD's Engineering Accountant, presented the actual expenses and revenues from the third quarter financial report. At this point 75% of the fiscal year has passed, and to be on target with the budget, the actual revenues and expenses should approximately reflect that amount. The report showed we've received 81% of projected revenues, and we've spent 81% of expected expenditures. Nate added, these numbers aren't always aligned throughout the fiscal year. Revenues tend to come in during the ski season which is mid-year. For the remainder of the year, expenditures tend to stay even and are typically personnel related. The revenue breakdown shows Sales Tax accounts for 74%, Parking Violations has grown at 11%, License and Permits are 9%, Transit Tax is 3%, Court Fines and Fees are 1%, B&C Road Funds are 1%, and Interest is 1%. The highest expenses were noted: Contributions, Legal, Professional, Wages, and the Water Meter Incentive program.

It was noted that state code requires a quarterly financial presentation to the council. This is the point where expenses and revenues converge. As noted in the final budget presentation, Parking Violations were estimated to generate $50,000; but at the three-quarter mark, they are at $108,000, with more expected before the end of the year. Martin agreed with adjusting it to $135,000 and performing an analysis on how to change behavior.

b. Legislative Updates. Presented by Rob Jolley. Informational. RECORDING 1:32:25.
Rob Jolley, the Lobbyist for the Town of Brighton, presented information on what occurred during the legislative session and what to expect before the next session as it relates to the town.

The Big Cottonwood Canyon Environmental Impact Study was released on May 13th, 2026, and outlined planned transportation improvements. UDOT intends to construct a mobility hub at the mouth of the canyon to encourage transit use, with bus service initially operating every 15 minutes and eventually increasing to seven-minute intervals. Tolling is anticipated to begin in approximately 2028 near Solitude Ski Resort, and a priority bus lane is planned within the Brighton Resort loop area. He noted that these improvements are expected to help address congestion and may reduce illegal parking through changes in visitor behavior.

He also focused on the issue of homeowner insurance concerns associated with wildfire risk. During the legislative session, he met with Councilmembers Brunhart and Keigley, and representatives from the Division of Forestry, Fire and State Lands. They met regarding implementation of legislation passed in 2025. Administrative rules are expected to be released, after which the town will have an opportunity to provide comments. He noted that legislators are expected to study the issue due to concerns that increased wildfire risk designations may be contributing to higher homeowner insurance premiums.

He discussed legislation affecting special service districts such as the Unified Fire Authority (UFA), Unified Police Department (UPD), the Municipal Services District (MSD), and Wasatch Front Waste and Recycling District (WFWRD). The issue originated when the City of Harriman withdrew from WFWRD. Salt Lake County expressed interest in retaining property tax revenues generated by the unincorporated Kennecott mine, which would affect service districts. Legislative efforts that could have impacted districts such as UPD, UFA, and MSD were successfully opposed during the session. However, legislation was passed establishing a study of service districts and the financial implications associated with potential withdrawals by participating entities. The lobbyist will continue monitoring those discussions and try to make a significant impact.

Mr. Jolley reported that legislation was introduced concerning a reduction in the amount allowed to be held in municipal fund balances. This may return during interim committee discussions. He noted that Brighton's reliance on sales tax revenues places the town in a different position than many municipalities whose reserves are primarily supported by property taxes. The concern is that since COVID, residential property taxes have increased by about 15 to 20% and the reliance on commercial property tax has dropped by the commensurate amount. Possible changes under consideration include additional reporting requirements for commercial properties and increasing the homeowner exemption. While Brighton does not levy a property tax, such changes could affect residents and commercial property owners within the town.

He further reported that proposed legislation imposing surcharges on retail water sales to fund water infrastructure projects was defeated during the session but is expected to return for future consideration. Finally, he noted that data center development has become a major legislative priority and that studies related to water consumption, energy demand, and other impacts associated with data centers are expected to occupy significant attention during the interim and the upcoming legislative session.

Per Lise's question, Mr. Joelly noted that Utah continues to explore advanced nuclear energy technologies to support future power demands. He reported that the State has authorized development of a modular nuclear reactor in Box Elder County and is evaluating additional small modular and portable nuclear reactor technologies that could provide emergency power following natural disasters. He also noted that potential projects have been discussed near the Intermountain Power Project site and at Camp Williams. Energy infrastructure and emerging nuclear technologies are expected to receive increased attention during future legislative sessions as the State addresses growing energy needs.

Scotty highlighted Mr. Joelly's relationship with UDOT as one of the big reasons we engaged with him as our lobbyist. Mr. Joelly shared his background of more than four decades of legislative experience in Utah, with extensive work in transportation policy, funding, and legislative development, including long-standing representation of the Wasatch Front Regional Council and collaboration with UDOT. He partners with former Speaker of the House, Greg Curtis, whose expertise is in state budgeting and transportation finance. They have worked with UDOT on transportation planning, funding strategies, and implementation of the Big Cottonwood Canyon Environmental Impact Study.
Scotty noted UDOT will be spending hundreds of millions of dollars for our benefit to improve transportation, our biggest priority. The mayor thanked Mr. Jolley for the presentation, and for his expertise and continued legislative representation efforts on behalf of Brighton.

c. **Authorize the Mayor to Enter an Agreement with Utah Forest Fire and State Lands as the Fire Management Authority. For discussion and possible action. PACKET PAGES 27-37. RECORDING 1:49:08.**

Polly McLean explained this is a requirement under WUI legislation. We must enter into this agreement in order to receive insurance if there is a fire. In the past, the MSD had been doing it

for us, then the state said that we need to have our own agreement. We want to comply and be eligible for insurance money.
Jeff Bossard moved to authorize the mayor to enter into an agreement with Utah Forest Fire and State Lands as the fire management authority for the Town of Brighton. Lise Brunhart seconded the motion, which passed unanimously.

PUBLIC INPUT. RECORDING 1:52:15.

1. **Angela Bovo** thanked Rob Jolley for taking the legislative role. She commented and encouraged the lobbyist to advocate for new innovations that supersede current policies and regulations regarding water. There are alternatives to handling sewage in drought conditions such as incinerator, composting, or fungus as an alternative to toilets using water. Utah has not been supportive of innovations despite growth and development occurring among a changing climate.

REPORTS

Mayor's Report

Scotty John reported that Eagle Mountain will leave the UFSA (Unified Fire Service Area) district, but it doesn't mean they'll leave UFA (Unified Fire Authority). UFA and UFSA are not concerned, but the board is actively dealing with this.
UDOT- Scotty met with Deven Weder to learn the practical next steps for the transportation solution. He committed the town's help in implementing this gigantic project.
HOA Meetings- Scotty spoke at the Mill D HOA and will speak at the Mount Haven HOA meeting next week.
CWC- Sandy's council is voting this evening to decide whether to continue funding their contribution of $100,000, which is a big part of the CWC budget.
RMP Undergrounding project. Scotty asked residents to continue to reach out with issues they're seeing with the paving project. Don't assume B. Jackson knows our unique needs.
Scotty acknowledged the great reviews he's heard about MSD's engineer, Rich Stevens.

Council Members' Reports

Council Member **Keith Zuspan** reported that the Town's most recent Resort Community Tax and Municipal Transient Room Tax distribution, representing the reporting period ending in March, totaled $252,377, reflecting an approximate 9% increase over the same period in 2024 despite a lighter snow season.
He also provided a financial update, reporting a balance of approximately $300,469 in the Town's Zions Bank account and approximately $8.065 million in the Town's PTIF account. The PTIF account earned approximately $26,343 in interest during the reporting period, representing an annualized return of approximately 3.8%.
Council Member Zuspan also provided an update on cybersecurity. He reported that the Town's systems were recently reviewed by the Utah Local Governments Trust and were assessed as presenting a very low cybersecurity risk. He noted that, while municipalities remain potential

targets for cyberattacks, particularly those involving critical infrastructure, the Town continues to maintain appropriate security measures. He indicated that staff would coordinate with the Municipal Services District (MSD) Information Technology staff to verify website and email security settings.
Council Member Zuspan encouraged Council Members and staff to enable multi-factor authentication on their accounts to further strengthen cybersecurity protections.

Council Member **Lise Brunhart** provided an update noting her new work with Wasatch Front Waste and Recycling District (WFWRD). She reported meeting with representatives of the district, including Evan Tyrell and Renee Plant, along with Council Member Zuspan, to review ongoing operational issues and legislative concerns, including House Bill 429 and litigation involving the City of Herriman's efforts to exit the service district. She noted that district representatives expressed concern regarding the financial and operational implications of the litigation, including disputes related to equipment and funding.
Following their meeting, they conducted site visits to waste collection locations throughout the canyon to evaluate service needs. She stated her support for maintaining the existing trash compactor at Brighton Circle, noting its importance to waste management in that area. She further recommended consideration of an additional trash compactor in the Silver Fork area to address ongoing concerns regarding overflowing bins and windblown litter.
Council Member Brunhart also reported participation in a Unified Police Department Public Information Officer meeting related to town communications and social media coordination. She noted collaboration with UPD Sergeant Amy Race and town staff regarding public messaging and suggested potential enhanced social media alerts, including advisories related to moose activity, firework restrictions, and motorcycle racing. It was decided to downplay promoting the Fourth of July parade to help mitigate overcrowding and excessive visitation.
Finally, Council Member Brunhart reported on the Willow Heights beaver dam analog restoration project. She expressed appreciation to the Cottonwood Canyons Foundation for coordinating volunteer support and acknowledged participation from community volunteers: from Solitude, Nick Sieckowski and his wife, Katherine Ladig, and Marcus Hall and Ulrich Brunhart. Approximately 30 beaver dam analog structures were installed in a single day as part of watershed restoration efforts and Lise expressed gratitude to all volunteers involved.

Council Member **Jeff Bossard** reported on his attendance at a Salt Lake County Mosquito Abatement District meeting. He noted that mosquito activity had been elevated earlier in the season but had since moderated. He described the district as well-organized and effective in its operations. Mosquito control methods target standing water such as horse troughs and ornamental ponds. In some cases, pesticides are used, but nonchemical solutions include mosquito fish in certain water features to reduce mosquito larvae. There are educational materials and informational resources from the district that can be shared in the Town newsletter to help residents better understand mosquito control practices and prevention methods.

Carolyn Keigley

Council Member **Carolyn Keigley** reported on the UPD budget process, noting that the tentative budget is prepared, and the final budget is expected to be adopted at the Board meeting next week.
She discussed the role and history of regional special service districts, including MSD, UFSA, and SLVLESA, explaining that they were originally created by the County to support areas with limited development capacity and constrained tax bases. She expressed concern regarding potential legislative or administrative changes that could affect the structure or participation of these districts, particularly for communities with lower property tax capacity and higher demands for public services. Council Member Keigley emphasized the importance of maintaining stable funding for public safety services in these areas and noted the role of ongoing legislative advocacy in protecting existing district funding structures.
She also referenced UDOT transportation planning discussions for the canyons. Stakeholders have a goal to increase transit service frequency to approximately five to seven-minute intervals, but noted UTA raised concerns regarding operational feasibility, particularly related to passenger loading and system capacity. She indicated that further evaluation of implementation details will be necessary as planning continues.

BCCA Report
Barbara Cameron, representing BCCA and the Brighton Institute, thanked the Mayor and Town Council for their continued funding support and expressed appreciation for the Town's investment in community outreach and engagement.
She announced several upcoming community events, including a "Tea House Trekking in the Himalayas" presentation by photographer Kathy McKellar, Andy Agardy at the fire station on June 18 at 6:00 p.m. She also noted the Fourth of July breakfast and parade, beginning at 8:00 a.m. at the Millie Chalet, with the parade commencing at 10:00 a.m. Additional upcoming events include Brighton Days and the Wildflower Festival on July 11 at Brighton and July 12 at Solitude (9:00 a.m. to 2:00 p.m.), with approximately 1,000–1,100 participants expected. She also noted Chipper Days beginning July 20 and the Revel Marathon scheduled for September 12.
Barbara Cameron reported on recent Brighton Institute initiatives, including approval to fund digitization of the Town's historical collection, as well as support for an oral history project, for which four interviews have been completed with two additional interviews planned for later in the year. She noted ongoing updates to the organization's website and acknowledged staff involvement in that effort.
She also highlighted support for the Human Outreach Project, led by Dean Cardinali, with programming in Tanzania, Peru, Nepal, and the Cottonwood Canyons. She noted that participating resorts have agreed to provide complimentary lift tickets for visiting youth groups as part of the program's activities.
Barbara highlighted local community discounts available at St. Bernard's and Little Dolly's Waffle Place, encouraging residents to participate in and enjoy local events and amenities. She expressed gratitude for the community and appreciation for the opportunity to support its programs.

CLOSED SESSION
None

ADJOURN
Lise Brunhart moved to adjourn the meeting and Jeff Bossard seconded the motion. The meeting was adjourned unanimously at 8:20PM

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Submitted by Kara John, Town Clerk

BRIGHTON TOWN COUNCIL SPECIAL MEETING AGENDA

Monday, June 29th, 2026, at 6:30 pm

ATTENDANCE
Council: Scotty John (Mayor and meeting chair)
Council Members: Keith Zuspan, Lise Brunhart, Jeff Bossard, Carolyn Keigley
Staff: Polly McLean, Nate Rockwood, Jane Martain, Kara John, Laura Bossard
Partners: UPD- Tyler Ackerman, UFA- Craig Ellingson, BCCA- Barbara Cameron
Public: Chad Smith, Brian Reynolds

CALL TO ORDER
Mayor John called the meeting to order at 6:30PM.

PUBLIC INPUT
None

BUSINESS

a. **Consideration and possible action on an ORDINANCE ADOPTING FIRE RESTRICTIONS MATCHING THE STATE OF UTAH STAGE 2 FIRE RESTRICTIONS WITHIN THE TOWN OF BRIGHTON**

Mayor Scotty John opened discussion by noting public confusion regarding recently announced fire restrictions and the distinction between Town, State, and federal jurisdictions. Council members agreed that the overlapping authorities of the Town, the State of Utah, and the U.S. Forest Service have created uncertainty for residents and visitors. The state implemented Stage 2 fire restrictions, but it doesn't apply to the Town or Forest Service land.

Polly McLean, Town Attorney, gave an overview of the proposed ordinance and explained that Brighton already maintains year-round restrictions on fireworks due to historic hazardous environmental conditions. The Town code also has existing limitations on open flames and smoking that resemble Stage 1 restrictions. She clarified that the Governor's recent emergency declaration regarding fireworks did not alter Brighton's existing regulations because the Town already prohibits fireworks during the summer fire season. Polly explained that adoption of Stage 2 Fire Restrictions would further prohibit open flames, including campfires, charcoal grills, wood-burning devices, in addition to activities or devices that emit sparks, within the Town's jurisdiction. The only exceptions are for approved spark arrestors and pressurized gas, or liquid-fueled devices equipped with shutoff valves and used in accordance with safety requirements.

Council discussed questions regarding the definition of "permanently improved places of habitation," existing Town code provisions, and how those provisions differ from the proposed Stage 2 restrictions. Council also discussed the importance of simplifying the Town's fire code in the future to improve public understanding.

Chief Craig Ellingson emphasized that the primary concern during current fire conditions is the risk posed by embers generated from wood, charcoal, and similar fuels. He encouraged the Council to focus restrictions on activities capable of producing embers and advised against creating multiple exceptions that could complicate enforcement or public understanding.

Council discussed the “particularly dangerous situation” with the current wildfires throughout the state and gave support for local restrictions. Conflicting information was identified regarding pellet stoves, smokers and other cooking devices, which are allowed in Stage 2. After reviewing the language of the proposed ordinance, Polly clarified that the ordinance mirrors the State's Stage 2 restrictions regarding approved pressurized gas and liquid-fueled devices.

Scotty emphasized the extraordinary fire danger facing Utah and encouraged residents and visitors to exercise common sense by avoiding any activity that could create a wildfire, even where technical exceptions may exist.

Council Member Lise Brunhart moved to adopt Ordinance No. 2026-O-6-1 adopting Stage 2 Fire Restrictions within the Town of Brighton, matching the State of Utah Stage 2 Fire Restrictions. Council Member Jeff Bossard seconded the motion.
The motion passed unanimously.

- Lise Brunhart: Aye
- Jeff Bossard: Aye
- Scotty John: Aye
- Keith Zuspan: Aye
- Carolyn Keigley: Aye

b. Discussion on fire restrictions and prohibitions generally

Polly McLean recommended future amendments to the Town Code to provide clearer definitions for terms such as "permanently improved places of habitation" and "facilities provided for fires," and to evaluate whether additional prohibited activities, such as welding, spark-producing equipment, and other ember-producing devices, should be expressly addressed in Town code outside of emergency Stage 2 restrictions.
Fires are not allowed under the short-term rental code, but it could be added to this section as well. Council agreed that future revisions should simplify the code while maintaining appropriate public safety protections.

ADJOURN

Jeff moved to adjourn and Lise seconded. The meeting was adjourned unanimously at 7:06PM.

Submitted by Kara John, Town Clerk

TOWN OF BRIGHTON

CONSIDERATION OF A REAL ESTATE PURCHASE CONTRACT BETWEEN THE TOWN OF BRIGHTON AND SAVE THE LAKE FARM LLC.

Recommendation

Staff recommends the Council approval of the Real Estate Purchase Contract (Exhibit A) and authorization for the Mayor to execute all documents necessary to complete the acquisition.

Background

On June 30, 2026, the Town of Brighton and Save the Lake Farms LLC. executed a Real Estate Purchase Contract (REPC) for the acquisition of Parcel No. 24-21-226-001. The property consists of approximately 2.81 acres located at 11249 E. Mountain Sun Lane, with a negotiated purchase price of $99,000. Staff recommends approval because the acquisition supports the Town's long-term land conservation strategy.

Recently the owner of the parcel contacted the Town to determine whether Brighton had an interest in acquiring the property before pursuing other alternatives. Following discussions and an evaluation of the parcel, staff drafted a purchase agreement representing the Seller's terms, so that the Council could review the proposal in a public meeting. The review and discussion by the Council is within the contract's due diligence period, thus preserving the Town's ability to terminate the contract should it find any terms unacceptable.

Considerations

During previous correspondence with the Seller, the owner identified potential development concepts for the property, requested that the Town consider actions involving adjacent roadway rights-of-way, and asserted historical access across neighboring properties. While the Town has not evaluated or taken a position regarding those assertions, acquisition of the property eliminates uncertainty associated with future development expectations, roadway requests, and access-related disputes. More importantly, it ensures that any future use of the property will be determined through the Town's public planning process and remain consistent with adopted land use policies.

Due Diligence

Staff has reviewed of the title report, seller disclosures, survey information, and available property records. Cottonwood Title is serving as the escrow and title company, and no material concerns have been identified that would affect the Town's ability to acquire the property for open space and conservation purposes. The Town will acquire Title Insurance associated with the transaction.

Valuation

The purchase price reflects the valuation established by the willing seller.

Evaluating the market value of vacant land in Brighton, however, is inherently challenging due to several factors, including the availability of water, utilities, legal access, topography, and overall development potential. Valuation is further complicated by the limited number of comparable sales and Utah's status as a non-disclosure state, where verified real estate sale prices are generally not available to the public.

In the absence of abundant comparable sales, staff considered additional indicators of value, including the Salt Lake County Assessor's valuation, current active listings, and professional market knowledge of similar properties. The subject property has a 2026 assessed value of $82,600. Research of current Multiple Listing Service (MLS) listings identified several vacant land parcels in Brighton with limited water or utility availability that provide additional market context for evaluating the proposed purchase.

Listing	Asking Price	Approx. Price/Acre
2.16 acres	$475,000	~$220,000
0.31 acres	$299,000	~$965,000
0.16 acres	$299,000	~$1.87 million

Although these listings are not direct comparables, they illustrate that parcels with limited water availability, legal access, or residential development potential command substantially higher market values than constrained parcels such as the subject property.

From the Town's perspective, the value of this acquisition extends beyond the underlying real estate. Public ownership permanently conserves the property, eliminates uncertainty regarding future development proposals, resolves requests involving roadway condemnation and access claims, and removes the need for continued staff and Council consideration of these issues. Collectively, these benefits reduce future administrative costs, preserve community character, and advance the Town's long-term land conservation objectives.

Considering the property's physical constraints, assessed value, limited development potential, and the significant public benefits realized through acquisition, staff concludes that the negotiated purchase price of $99,000 is reasonable.

Utah Association of REALTORS® REALTOR®

REAL ESTATE PURCHASE CONTRACT FOR LAND

EQUAL HOUSING OPPORTUNITY

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 30th day of June, 20 26 ("Offer Reference Date") Town of Brighton, Utah ("Buyer") offers to purchase from Save the Lake Farm LLC. ("Seller") the Property described below and **[ ] delivers to the Buyer's Brokerage with this offer, or [X] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** Earnest Money in the amount of $ 500.00 in the form of wire transfer. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage NA Phone: NA

Received by: NA on NA (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: Parcel ID: 24-21-226-001-0000
also described as: 11249 E. Mountain Sun Ln.
City of Brighton County of Salt Lake, State of Utah, Zip 84121 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items (specify) ____________

1.2 Excluded Items (specify) ____________

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: ____________

2. PURCHASE PRICE. The Purchase Price for the Property is $ 99,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

$ 500.00	**(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.
$ 0	**(b) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
$ 0	**(c) Seller Financing** (see attached Seller Financing Addendum)
$ 98,500.00	**(d) Balance of Purchase Price in Cash at Settlement**
$ 99,000.00	**PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

 Buyer's Initials SJ **Date** June 30, 2026 | 3:09 PM MDT **Seller's Initials** AB **Date** June 30, 2026 | 3:37 PM MDT

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: **[ ] Seller [X] Buyer [ ] Split Equally Between Buyer and Seller [ ] Other (explain)** ____________________

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: **[ ] Seller [X] Buyer [ ] Split Equally Between Buyer and Seller [ ] Other (explain)**____________

____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: **[X] Upon Closing**; **[ ] _____Hours after Closing; [ ] ___ Calendar Days after Closing; [ ] Other (explain)**____________________

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Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent NA____________, represents [ ] Seller [ ] both Buyer and Seller as a Limited Agent;
Seller's Brokerage NA____________, represents [ ] Seller [ ] both Buyer and Seller as a Limited Agent;
Buyer's Agent NA____________, represents [ ] Buyer [ ] both Buyer and Seller as a Limited Agent;
Buyer's Brokerage NA____________, represents [ ] Buyer [ ] both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;
(b) a Commitment for Title Insurance as referenced in Section 6.1;
(c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

(f) evidence of any water rights and/or water shares referenced in Section 1.3;
(g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
(h) Other (specify) Survey

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: **[X] IS [ ] IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: **[ ] IS [X] IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: **[ ] IS [X] IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: **[ ] WILL [X] WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $ 0.00. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There **[X] ARE [ ] ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: **[X] Addendum No.** 1
[ ] Seller Financing Addendum [ ] Other (specify) ______________________

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: **[ ] SHALL [X] MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

 Buyer's Initials Initial SJ ________ **Date** June 30, 2026 | 3:09 PM MDT **Seller's Initials** Initial AB ________ **Date** ________
June 30, 2026 | 3:37 PM MDT

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline July 7, 2026 (Date)
(b) Due Diligence Deadline July 17, 2026 (Date)
(c) Financing & Appraisal Deadline NA (Date)
(d) Settlement Deadline July 20, 2026 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00PM **[ ] AM [X] PM** Mountain Time on July 2, 2026 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Signed by: Scotty John
5AEC9E113154 4F0...

June 30, 2026 | 3:09 PM MDT

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

Scotty John 6719 S Central Fork Lane Brighton United States 84121

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) UT (Zip Code) (Phone)

1
(801) 518-6338

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[x] ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

[ ] COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. ________.

[ ] REJECTION: Seller rejects the foregoing offer.

Signed by: AB
6C4B1B2731FE4A3...

June 30, 2026 | 3:37 PM MDT

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Angela Bovo 51 w center 247 United States 7/2/2026 84057

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

1
(909) 404-4302

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

 Buyer's Initials Initial SJ **Date** June 30, 2026 | 3:09 PM MDT **Seller's Initials** Initial AB **Date** June 30, 2026 | 3:37 PM MDT

TOWN OF BRIGHTON

RESOLUTION ADOPTING THE TOWN OF BRIGHTON LAND ACQUISITION NOTICE OF INTEREST (NOI) PROGRAM AND AUTHORIZING ITS IMPLEMENTATION

Recommendation

Staff recommends the Town Council approve a resolution (Attachment A) adopting the Town of Brighton Land Acquisition Notice of Interest (NOI) Program and authorize staff to implement the application, evaluation, and outreach procedures established by the program.

Background

The Town of Brighton has identified strategic property acquisition as an important tool for implementing the Brighton General Plan, Brighton Node Study, and the Town Strategic Plan. Acquiring key properties can support land conservation and forest health, preserve watershed resources and open space, expand recreational opportunities and trail connectivity, improve public safety, and secure sites for future community infrastructure and municipal services.

The Town periodically receives inquiries from property owners interested in selling or donating land. Likewise, the Town has identified strategic parcels that may become acquisition priorities over time. To date, these opportunities have been evaluated on a case-by-case basis without a formal policy or consistent review process.

Discussion

The proposed Notice of Interest (NOI) Program establishes a voluntary, landowner-driven process that provides property owners with a clear avenue to express interest in selling, donating, or conveying property interests to the Town. Submission of an NOI does not obligate either party to complete a transaction but provides the Town with sufficient information to evaluate opportunities in a fair, transparent, and consistent manner.

Upon receipt of an NOI, staff will complete a preliminary review, conduct a site visit when appropriate, evaluate the property against the Town's adopted acquisition objectives, and present a recommendation to the Town Council. Evaluation will consider factors such as community need, recreation and transportation benefits, environmental value, cost and feasibility, and overall public benefit. The Council may elect to take no action, monitor the opportunity for future consideration, or authorize additional due diligence and acquisition discussions.

The program also establishes procedures for valuation, appraisals, due diligence, and public outreach while reaffirming that all real estate acquisitions remain subject to Town Council approval during a public meeting. Adoption of the policy does not commit the Town to purchase any property or appropriate funding. Rather, it provides a predictable framework that allows the Council to evaluate future opportunities as funding becomes available through the annual capital budget, grants, partnerships, or other approved funding sources.

Fiscal Impact

There is no direct fiscal impact associated with adoption of the NOI Program. Individual property acquisitions will require separate Council authorization, completion of appropriate due diligence, and identification of an approved funding source.

ATTACHMENT A

RESOLUTION #2026 _____ ADOPTING THE TOWN OF BRIGHTON LAND ACQUISITION NOTICE OF INTEREST (NOI) PROGRAM AND AUTHORIZING ITS IMPLEMENTATION

WHEREAS, the Town of Brighton recognizes that strategic acquisition of real property and property interests can advance important public purposes, including preservation of open space, protection of watershed and environmental resources, enhancement of recreation and trail connectivity, support for public safety, development of community infrastructure, and implementation of the Town's long-term planning objectives; and

WHEREAS, the Brighton General Plan, Brighton Node Study, and the Town Strategic Plan identify the importance of preserving community character, protecting natural resources, and planning for future public facilities and infrastructure; and

WHEREAS, the Town periodically receives inquiries from property owners interested in selling, donating, or otherwise conveying real property or property interests to the Town, and the Town Council desires to establish a consistent, transparent, and equitable process for evaluating such opportunities; and

WHEREAS, the proposed Town of Brighton Land Acquisition Notice of Interest (NOI) Program establishes a voluntary, landowner-driven process that allows interested property owners to submit potential acquisition opportunities for Town consideration while preserving the Town Council's sole authority to approve or deny any future acquisition; and

WHEREAS, adoption of the NOI Program does not obligate the Town to acquire any property, expend public funds, or appropriate future budgets, but instead establishes administrative procedures for evaluation, due diligence, and Council consideration of future acquisition opportunities.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Brighton, Utah, as follows:

The Town Council hereby adopts the **Town of Brighton Land Acquisition Notice of Interest (NOI) Program**, attached hereto as **Exhibit A** and incorporated herein by reference.

The Town Manager, or the Town Manager's designee, is authorized to administer the NOI Program, receive applications, conduct preliminary reviews, coordinate due diligence, perform outreach, and present recommendations to the Town Council consistent with the adopted program.

The Town Council may amend, suspend, or repeal the NOI Program at any time. Staff may periodically recommend updates to reflect changes in Town priorities, available funding, applicable laws, or adopted planning documents.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Brighton, Utah, this 14 day of July, 2026.

TOWN OF BRIGHTON

Mayor: Scotty John

____

ATTEST:

Town Clerk: Kara John

____

Council Vote

Ayes: ________

Nays: ________

Absent: ________

Abstain: ________

EXHIBIT A

TOWN OF BRIGHTON
LAND ACQUISITION NOTICE OF INTEREST (NOI) PROGRAM

PROGRAM OVERVIEW, POLICY STANDARDS & OUTREACH PLAN

Program Purpose

The Town of Brighton Land Acquisition Notice of Interest (NOI) Program establishes a voluntary, landowner-driven process through which property owners may notify the Town of their interest in selling, donating, or otherwise conveying real property or property interests to the Town of Brighton. The program provides a transparent and equitable framework for evaluating potential acquisition opportunities that advance community goals while respecting private property rights and the Town's limited resources.

"Preserving Brighton Together"

The Town of Brighton's Notice of Interest Program provides a voluntary opportunity for property owners to partner with the Town in preserving open space, protecting watershed resources, improving recreation access, maintaining community character, and planning for future community needs.

Policy Standards

The program supports implementation of the Brighton General Plan by helping preserve open space, protect watershed and environmental resources, improve recreation access, maintain community character, support active transportation, facilitate future public safety or utility infrastructure needs, and provide opportunities for strategic community investments. Submission of an NOI does not obligate either the property owner or the Town to complete a transaction.

The NOI Program shall operate under the following guiding principles:

• Participation is voluntary and limited to willing sellers.
• Acquisitions must provide a clear public benefit, established by the Town's adopted Strategic Plan.
• Property valuation may be informed by appraisals, County Assessor records, comparable sales data, broker opinions of value, or other information deemed relevant by the Town.
• The Town may consider fee title acquisitions, conservation easements, trail easements, access agreements, donations, bargain sales, or other property interests.

Evaluation and Prioritization

Properties submitted through the NOI Program will be evaluated based on their contribution to public objectives including watershed protection, environmental conservation, open space preservation, recreation and trail connectivity, public safety, transportation improvements, strategic community location, future public infrastructure needs, partnership opportunities, and overall cost effectiveness.

Upon receipt of an NOI, Town staff will conduct an initial review and site visit, prepare a preliminary evaluation, and present findings to the Town Council. The Council may determine that no further action is warranted, monitor the opportunity for future consideration, or direct staff to pursue acquisition discussions and due diligence.

Applications shall remain active for one-hundred twenty (120) days from the date of submission. Applications that are not acted upon within this period may be resubmitted by the property owner for continued consideration.

Appraisal and Due Diligence

For acquisition opportunities with an estimated value greater than $100,000, an appraisal shall be required prior to final Town consideration. The appraisal may be obtained by either the property owner or the Town. Appraisals must be prepared by a licensed or certified appraiser and generally be no more than twelve (12) months old. The Town reserves the right to obtain additional valuation review when necessary.

Prior to acquisition, the Town may complete additional due diligence including title review, survey review, environmental assessment, access verification, water rights review, hazard evaluation, funding analysis, and other investigations deemed appropriate. An appraisal does not obligate the Town to purchase a property and does not establish a final purchase price.

Outreach and Implementation Plan

The Town will maintain a dedicated NOI webpage containing program information, evaluation criteria, application materials, and contact information. Program awareness will be promoted through Town newsletters, social media, annual community meetings, and periodic public presentations.

Targeted outreach may be conducted to owners of undeveloped parcels, properties adjacent to public lands, recreation corridor properties, strategic community parcels, homeowner associations, and owners of historically significant properties. Informational materials may also be distributed to local real estate professionals, attorneys, surveyors, appraisers, land trusts, and other community partners.

Applications will be accepted year-round. Town staff will periodically review submissions and provide recommendations to the Town Council regarding acquisition priorities and opportunities. Program priorities may be updated annually to reflect changing community needs, available funding, and Town Council direction.

The Town may periodically notify property owners, real estate professionals, homeowner associations, and community organizations regarding the availability of the NOI Program. Participation in the program is entirely voluntary and submission of an NOI does not guarantee Town acquisition.

TOWN OF BRIGHTON
NOTICE OF INTEREST (NOI) APPLICATION

PROPERTY OWNER INFORMATION

Owner Name: ____

Mailing Address: ____

City/State/Zip: ____

Phone: ____

Email: ____

PROPERTY INFORMATION

Property Address: _______________________________________

Parcel Number(s): _______________________________________

Property Acreage: _______________________________________

Type of Interest Offered (check all that apply):

☐ Sale of Entire Property

☐ Conservation Easement

☐ Trail or Access Easement

☐ Donation

☐ Other: ____

PROPERTY DESCRIPTION

Please describe the property and explain why you believe it may be of interest to the Town of Brighton. Include information regarding environmental features, watershed resources, recreation access, open space values, historic resources, community benefits, or other relevant considerations.

____

____

____

PROPERTY CHARACTERISTICS

Current Property Condition:

☐ Undeveloped

☐ Developed

Water Rights Associated with Property?

☐ Yes

☐ No

☐ Unknown

Estimated Asking Price:

____

Does the property have legal year-round access?

☐ Yes

☐ No

☐ Unknown

Is the owner willing to allow Town representatives to conduct a site visit?

☐ Yes

☐ No

ADDITIONAL INFORMATION

Please provide any additional information you would like the Town to consider.

____

____

____

____

____

____

____

ACKNOWLEDGEMENT

I understand that submission of this Notice of Interest is voluntary and does not obligate the Town of Brighton to purchase the property or property interest described herein. Submission of this application does not create any contractual rights or guarantee future acquisition consideration. Submittals shall be considered valid for 90 days from the date of submission.

Owner Signature: ___________________________________

Date: ____

TOWN OF BRIGHTON

ORDINANCE #2026 – O – XX

ORDINANCE ADOPTING FIRE RESTRICTIONS MATCHING THE STATE OF UTAH STAGE 2 FIRE RESTRICTIONS WITHIN THE TOWN OF BRIGHTON

WHEREAS, the State Forester of Utah, pursuant to Utah Code Section 65A-8-212, has issued a Stage 2 Fire Restriction Order effective June 26, 2026, due to extreme wildfire risk associated with ongoing drought conditions, high temperatures, and critically low fuel moisture; and

WHEREAS, the Stage 2 Fire Restrictions apply to all state lands and all unincorporated private lands within the State of Utah, but do not automatically apply within incorporated municipalities; and

WHEREAS, the Town of Brighton ("Brighton") is located in an area with elevated wildfire risk and limited emergency access, making fire prevention efforts especially critical to the safety of residents, visitors, and natural resources; and

WHEREAS, the Unified Fire Authority has recommended that Brighton adopt the State's Stage 2 Fire Restrictions to align with regional public safety efforts and promote consistent messaging and enforcement across jurisdictions; and

WHEREAS, Brighton intends to adopt these same restrictions for uniformity among neighboring jurisdictions, and to strengthen compliance, communication, and community awareness during periods of high fire danger;

NOW THEREFORE, BE IT ORDAINED BY THE BRIGHTON TOWN COUNCIL AS FOLLOWS:

<u>Section 1</u>: Brighton hereby adopts the State of Utah's Stage 2 Fire Restrictions for the entire Town of Brighton including the following prohibitions:

1. Building, maintaining, attending, or using **any fire**, campfire, or stove fire. This includes charcoal grills and barbecues, coal and wood burning stoves and tent stoves and includes use at homes and in developed camping and picnic grounds.

   Devices using pellets, pressurized liquid or gas (stoves, grills or lanterns) that include shutoff valves **are allowed** when used in an area at least three feet or more from flammable material such as grasses or pine needles.

2. Smoking, except within an enclosed vehicle, trailer, or building, a developed recreation site, or while stopped in an area that is paved or barren and free of dry vegetation.

3. Discharging or using any fireworks, tracer ammunition, pyrotechnic devices, including exploding targets.

4. Cutting, welding, or grinding metal in areas of dry vegetation.

5. Operating a motorcycle, chainsaw, ATV, or other small internal combustion engine without an approved and working spark arrestor.

6. Any on-duty firefighter in the performance of an official duty is exempt from these prohibitions.

Section 2: Any of the above acts is a violation of law and is punishable by up to 6 months in jail and a fine of up to $1,000.

Section 3: Effective Date. This ordinance shall become effective upon publication and posting and shall remain in effect within the incorporated limits of Brighton until the earlier of October 31, 2026 or by subsequent action of the Council..

PASSED AND ADOPTED by the Brighton Council of Brighton, Utah, this ____ day of June in the year 2026.

TOWN OF BRIGHTON

____

Scotty John, Mayor

ATTEST:

____

Kara John, Town Clerk

TOWN OF BRIGHTON, UTAH
RESOLUTION NO. 2026-____

A RESOLUTION DESIGNATING THE TOWN ADMINISTRATOR AS THE CHIEF ADMINISTRATIVE OFFICER FOR PURPOSES OF THE GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

WHEREAS, the Government Records Access and Management Act, Utah Code Title 63G, Chapter 2 ("GRAMA"), requires a political subdivision to designate a chief administrative officer for purposes of GRAMA appeals; and

WHEREAS, the Town Council desires to designate the Town Administrator to serve in that capacity.

NOW, THEREFORE, BE IT RESOLVED BY THE BRIGHTON TOWN COUNCIL AS FOLLOWS:

Section 1. Designation.
The Town Administrator is hereby designated as the chief administrative officer for the Town of Brighton for all purposes authorized or required under GRAMA.

Section 2. Delegation.
The Town Administrator may delegate the duties of chief administrative officer under GRAMA to another qualified person.

Section 3. Effective Date.
This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this ____ Day of _____________, 2026.

TOWN OF BRIGHTON

By: ________________________________
Scotty John, Mayor

ATTEST:

____
Kara John, Town Clerk

Greater Salt Lake Municipal Services District

Standard Financial Report
20 Town of Brighton - 07/01/2025 to 05/31/2026
91.67% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	0.00	(13,039.07)
10110 Cash - Xpress Bill Pay	0.00	9,371.27
10200 Cash - PTIF	277,527.36	34,597.53
10401 Zions Credit Card	0.00	(1,664.42)
10750 Undeposited Receipts	(0.20)	276.88
Total Cash and cash equivalents	**277,527.16**	**29,542.19**
Receivables		
11530 Accounts Rec. -	1,973.30	153.00
12500 Due from Other Gov.	33,867.99	253,324.02
Total Receivables	**35,841.29**	**253,477.02**
Other current assets		
12600 Prepaid	1,826.80	992.25
Total Other current assets	**1,826.80**	**992.25**
Total Current Assets	**315,195.25**	**284,011.46**
Non-Current Assets		
Restricted assets		
10102 Cash - Zions Bond Escrow	2,640.00	2,640.00
Total Restricted assets	**2,640.00**	**2,640.00**
Total Non-Current Assets	**2,640.00**	**2,640.00**
Total Assets:	**317,835.25**	**286,651.46**
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	48,913.09	45,184.00
23450 Performance Bonds Payable	2,640.00	2,640.00
24000 Due to Other Funds	35,843.11	0.00
Total Current liabilities	**87,396.20**	**47,824.00**
Payroll liabilties		
22020 Accrued URS Liabilities	0.00	(7.90)
Total Payroll liabilties	**0.00**	**(7.90)**
Total Liabilities:	**87,396.20**	**47,816.10**
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	230,439.05	238,835.36
Total Equity - Fund Balance	**230,439.05**	**238,835.36**
Total Liabilites and Fund Equity:	**317,835.25**	**286,651.46**
Total Net Position	**0.00**	**0.00**

Greater Salt Lake Municipal Services District
Standard Financial Report
20 Town of Brighton - 07/01/2025 to 05/31/2026
91.67% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
Sales Taxes					
3100.300 Sales Tax	709,460.20	770,716.47	850,000.00	79,283.53	90.67%
Total Sales Taxes	**709,460.20**	**770,716.47**	**850,000.00**	**79,283.53**	**90.67%**
SB 136 Sales Tax					
3100.350 SB 136 Sales Tax	71,148.99	76,399.92	85,000.00	8,600.08	89.88%
Total SB 136 Sales Tax	**71,148.99**	**76,399.92**	**85,000.00**	**8,600.08**	**89.88%**
Total Taxes	**780,609.19**	**847,116.39**	**935,000.00**	**87,883.61**	**90.60%**
Intergovernmental revenue					
Road Funds					
3100.560 B&C Road Fund Allotment	22,698.37	18,718.54	20,000.00	1,281.46	93.59%
3100.562 County Public Transit Tax	80.03	39,308.45	0.00	(39,308.45)	0.00%
Total Road Funds	**22,778.40**	**58,026.99**	**20,000.00**	**(38,026.99)**	**290.13%**
Total Intergovernmental revenue	**22,778.40**	**58,026.99**	**20,000.00**	**(38,026.99)**	**290.13%**
Licenses and permits					
Business licenses					
3100.130 Business Licenses	44,948.50	34,171.00	40,000.00	5,829.00	85.43%
Total Business licenses	**44,948.50**	**34,171.00**	**40,000.00**	**5,829.00**	**85.43%**
Building permits					
3100.260 Building Permit	121,094.05	61,492.08	100,000.00	38,507.92	61.49%
Total Building permits	**121,094.05**	**61,492.08**	**100,000.00**	**38,507.92**	**61.49%**
Other license and permits					
3100.2653 Floodplain Development Permit Fee	0.00	75.00	0.00	(75.00)	0.00%
Total Other license and permits	**0.00**	**75.00**	**0.00**	**(75.00)**	**0.00%**
Total Licenses and permits	**166,042.55**	**95,738.08**	**140,000.00**	**44,261.92**	**68.38%**
Charges for services					
Charges other					
3100.420 Engineering Services	1,300.00	425.00	0.00	(425.00)	0.00%
3100.450 Planning Services	13,921.67	11,290.00	50,000.00	38,710.00	22.58%
Total Charges other	**15,221.67**	**11,715.00**	**50,000.00**	**38,285.00**	**23.43%**
Total Charges for services	**15,221.67**	**11,715.00**	**50,000.00**	**38,285.00**	**23.43%**
Fines and forfeitures					
Justice court fines/forfeitures					
3100.500 Justice Court Fines/Forfeitures	3,144.17	7,011.30	4,000.00	(3,011.30)	175.28%
Total Justice court fines/forfeitures	**3,144.17**	**7,011.30**	**4,000.00**	**(3,011.30)**	**175.28%**
Total Fines and forfeitures	**3,144.17**	**7,011.30**	**4,000.00**	**(3,011.30)**	**175.28%**
Miscellaneous revenue					
Interest					
3600.100 Interest Earnings	14,402.41	9,836.93	6,000.00	(3,836.93)	163.95%
Total Interest	**14,402.41**	**9,836.93**	**6,000.00**	**(3,836.93)**	**163.95%**
Miscellaneous other					
3100.875 Event Revenue	0.00	50.00	0.00	(50.00)	0.00%
3600.900 Other Revenue	0.00	517.63	0.00	(517.63)	0.00%
3600.910 Other Revenue - Parking Violations	47,962.50	127,200.50	50,000.00	(77,200.50)	254.40%
Total Miscellaneous other	**47,962.50**	**127,768.13**	**50,000.00**	**(77,768.13)**	**255.54%**
Total Miscellaneous revenue	**62,364.91**	**137,605.06**	**56,000.00**	**(81,605.06)**	**245.72%**
Contributions and transfers					
3800.100 Contribution from GF	472,024.00	551,209.00	551,209.00	0.00	100.00%
3800.900 Contribution from Fund Surplus	0.00	0.00	248,159.00	248,159.00	0.00%
Total Contributions and transfers	**472,024.00**	**551,209.00**	**799,368.00**	**248,159.00**	**68.96%**
Total Revenue:	**1,522,184.89**	**1,708,421.82**	**2,004,368.00**	**295,946.18**	**85.23%**
Expenditures:					
Administration					
4100.100 Wages	139,510.52	180,532.97	169,200.00	(11,332.97)	106.70%
4100.13 Employee Benefits	0.00	0.00	28,000.00	28,000.00	0.00%

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
4100.150 Social Security Tax	8,649.64	11,193.05	8,000.00	(3,193.05)	139.91%
4100.160 Medicare	2,022.90	2,617.74	2,000.00	(617.74)	130.89%
4100.180 Medical Insurance	30,202.76	20,525.90	0.00	(20,525.90)	0.00%
4100.181 Retirement Contribution	0.00	63.20	0.00	(63.20)	0.00%
4100.190 FUTA	0.00	1,196.49	0.00	(1,196.49)	0.00%
4100.2 Awards, Promotional & Meals	17.96	439.95	500.00	60.05	87.99%
4100.21 Subscriptions/Memberships	7,358.58	8,356.57	43,000.00	34,643.43	19.43%
4100.22 Printing/Publications/Advertising	344.52	736.21	3,000.00	2,263.79	24.54%
4100.23 Travel/Mileage	1,912.01	4,254.55	1,200.00	(3,054.55)	354.55%
4100.24 Office Expense and Supplies	421.11	94.33	2,000.00	1,905.67	4.72%
4100.255 Computer Equipment	0.00	0.00	3,000.00	3,000.00	0.00%
4100.28 Cell phone and Telephone	1,912.23	1,234.95	1,300.00	65.05	95.00%
4100.30 Attorney-Land Use	6,237.00	0.00	0.00	0.00	0.00%
4100.31 Attorney-Civil	92,326.00	91,784.50	67,000.00	(24,784.50)	136.99%
4100.312 Lobbyist Services	0.00	45,000.00	0.00	(45,000.00)	0.00%
4100.33 Training and Seminars	949.39	1,437.60	2,000.00	562.40	71.88%
4100.35 Budget and Auditing	0.00	5,750.00	5,000.00	(750.00)	115.00%
4100.36 Web Page Development/Maintenance	3,792.03	0.00	5,800.00	5,800.00	0.00%
4100.37 Software/Streaming	4,575.17	10,972.94	2,500.00	(8,472.94)	438.92%
4100.38 Internet Connections	1,896.36	1,821.05	2,000.00	178.95	91.05%
4100.390 Payroll Processing Fees	1,113.70	1,802.60	2,000.00	197.40	90.13%
4100.420 Contributions/Special Events	35,500.00	157,457.59	67,000.00	(90,457.59)	235.01%
4100.430 City Elections and Voting	200.00	400.78	0.00	(400.78)	0.00%
4100.51 Insurance	4,517.24	4,098.30	5,500.00	1,401.70	74.51%
4100.520 Workers Comp Insurance	77.44	979.30	3,500.00	2,520.70	27.98%
4100.59 Postage	307.30	346.61	200.00	(146.61)	173.31%
4100.600 Professional and Technical	73,774.00	74,496.00	50,000.00	(24,496.00)	148.99%
4100.601 Contracted Services	26,960.00	5,000.00	110,000.00	105,000.00	4.55%
4100.625 UFA Emergency Management	0.00	0.00	30,000.00	30,000.00	0.00%
4100.627 UFA fuel Reduction/Urban Interface Fire Pr	19,875.54	0.00	30,000.00	30,000.00	0.00%
4100.635 Election Support Services	0.00	0.00	3,318.00	3,318.00	0.00%
4100.641 Grant - Lease to locals	18,025.00	15,050.00	54,000.00	38,950.00	27.87%
4100.65 Recorder Services	0.00	0.00	3,850.00	3,850.00	0.00%
4100.74 Equipment, Computer Purchases	0.00	16,232.10	3,000.00	(13,232.10)	541.07%
4100.871 Utilities	778.11	883.14	0.00	(883.14)	0.00%
4100.872 Water Meter Incentive Program	0.00	75,800.00	80,000.00	4,200.00	94.75%
4100.97 Rent	11,735.82	12,087.89	11,500.00	(587.89)	105.11%
Total Administration	**494,992.33**	**752,646.31**	**799,368.00**	**46,721.69**	**94.16%**
Transfers					
4100.928 Contribution to General Fund	1,050,162.71	947,379.20	1,205,000.00	257,620.80	78.62%
Total Transfers	**1,050,162.71**	**947,379.20**	**1,205,000.00**	**257,620.80**	**78.62%**
Total Expenditures:	**1,545,155.04**	**1,700,025.51**	**2,004,368.00**	**304,342.49**	**84.82%**
Total Change In Net Position	**(22,970.15)**	**8,396.31**	**0.00**	**(8,396.31)**	**0.00%**

Greater Salt Lake Municipal Services District

Standard Financial Report
22 Brighton Beer Tax Special Fund - 07/01/2025 to 05/31/2026
91.67% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10200 Cash - PTIF	0.00	4,431.23
Total Cash and cash equivalents	**0.00**	**4,431.23**
Total Current Assets	**0.00**	**4,431.23**
Total Assets:	**0.00**	**4,431.23**
Liabilites and Fund Equity:		
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	0.00	4,431.23
Total Equity - Fund Balance	**0.00**	**4,431.23**
Total Liabilites and Fund Equity:	**0.00**	**4,431.23**
Total Net Position	**0.00**	**0.00**

Greater Salt Lake Municipal Services District

Standard Financial Report
22 Brighton Beer Tax Special Fund - 07/01/2025 to 05/31/2026
91.67% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Intergovernmental revenue					
State liquor fund					
3100.580 State Liquor Fund Allotment	6,869.81	4,431.23	5,000.00	568.77	88.62%
Total State liquor fund	**6,869.81**	**4,431.23**	**5,000.00**	**568.77**	**88.62%**
Total Intergovernmental revenue	**6,869.81**	**4,431.23**	**5,000.00**	**568.77**	**88.62%**
Total Revenue:	**6,869.81**	**4,431.23**	**5,000.00**	**568.77**	**88.62%**
Expenditures:					
Administration					
4100.850 Beer Funds	6,869.81	0.00	5,000.00	5,000.00	0.00%
Total Administration	**6,869.81**	**0.00**	**5,000.00**	**5,000.00**	**0.00%**
Total Expenditures:	**6,869.81**	**0.00**	**5,000.00**	**5,000.00**	**0.00%**
Total Change In Net Position	**0.00**	**4,431.23**	**0.00**	**(4,431.23)**	**0.00%**