



NOTICE AND AGENDA BRIGHAM CITY COUNCIL MEETING

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

To View Live Meeting Visit:

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

Thought, Reading, or Invocation: Bishop Steven Blanchard, 17th Ward
Pledge of Allegiance

6:03 CONSENT

Approval of July 16, 2026 City Council Meeting Minutes

6:05 EMPLOYEE RECOGNITION

Recognition of New Hires in Public Works and Power

6:07 PUBLIC COMMENTS ¹ (Per Utah Code, Council will receive input only, no decision can be made)

6:10 COUNCILMEMBER COMMENTS

6:15 ACTION ITEMS

1. Consideration of Ordinance for Spring Creek Subdivision First Amendment located at 500 South and 1150 West – Mark Bradley
2. Consideration of Resolution Authorizing the Activation of the Nucor Project Area Parcel for the 2027 Tax Year – Tom Kotter
3. Request for approval to enter into a Memorandum of Understanding between the Utah Division of Forestry, Fire, and State Lands and Brigham City Fire for the deployment of resources and cost repayment for those resources for wildfire response and mitigation – Brandon Thueson
4. Request for approval of updates to Employee Policy Manual Chapter 9-6 Paid Holidays and 9-17 Education Assistance – Derek Oyler

6:45 CLOSED SESSION

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

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

CERTIFICATE OF POSTING

The undersigned duly appointed City Recorder does hereby certify that the above notice and agenda was posted in three public places within the Brigham City limits. A copy was also provided to the Box Elder News Journal and posted on the City website and the State Public Meeting Notice website on July 31, 2026.

Kristina Rasmussen, City Recorder

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

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**REGULAR SESSION OF THE
BRIGHAM CITY COUNCIL
July 16, 2026
6:00 p.m.**

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

11 ALSO PRESENT: Mark Bradley City Planner
12 Jared Glover Police Commander
13 Tom Kotter Community and Economic Development Director
14 Derek Oyler City Administrator
15 Jeremy Poppleton Assistant Fire Chief
16 Kristina Rasmussen City Recorder
17 Jeff Schmitt Finance Director
18 Brandon Thueson Fire Chief
19 Mike Waite Public Works Director

20 At 6:00 PM Mayor Bott called the meeting to order. The prayer was given by Bishop Jeremy Briggs, 18th
21 Ward and the pledge of allegiance followed.

22
CONSENT ITEMS

23 Mayor Bott presented the Consent Agenda, consisting of the following items:

- 24 1. Request to Write Off Utility Accounts Due to Bankruptcy or Being Sent to Collections.
25 2. Approval of the June 18, 2026 City Council Meeting

26 **MOTION:** Councilmember Troxell made a motion to approve the consent items.
27 Councilmember Jensen seconded the motion. Motion passed unanimously.

28
SCHEDULED DELEGATION

29 Todd Love presented information about the firefly population in Brigham City and discussed
30 opportunities to preserve local habitat while educating the public about this unique natural resource. He
31 explained that fireflies are rare in the western United States, are found in several locations throughout
32 Brigham City, and serve as an indicator of a healthy ecosystem.

33 Mr. Love highlighted the following:

- 34 • Shared a map identifying known firefly locations throughout Brigham City, including several
35 on City-owned property.
36 • Explained that fireflies rely on wetland habitat, water flow, and low light pollution to survive.

- Expressed concern that future development could impact existing habitat and suggested protecting portions of City-owned property near the Animal Shelter through a sensitive lands or green space designation.
- Proposed future opportunities such as a small nature park, educational walking trails, guided tours, and a community firefly festival modeled after similar programs in other Utah communities.
- Noted that TreeUtah had expressed interest in partnering with the City by providing matching funds for tree planting if a preservation project were pursued.

Mayor Bott thanked Mr. Love for the presentation and encouraged continued discussions with City staff and the Avian Shores development team to explore opportunities to incorporate habitat preservation into future planning. Council Member Troxell thanked Mr. Love for the informative presentation.

EMPLOYEE RECOGNITION

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

- Angela Bounds – Community Center Activity Coordinator
- Austin Daugherty – Accounting Clerk
- Katie Abney Perry – Accounting Clerk
- Jordan Claridge – Parks Lead
- Baxter Wise – Recreation Coordinator

Mayor Bott noted that the employees had already been serving in their positions and were doing an excellent job, helping fill several important vacancies within the organization.

PUBLIC HEARINGS

Storm Water Management Plan Updates

Public Works Director Mike Waite presented proposed updates to the City's Stormwater Management Plan following a recent MS4 audit conducted by the Utah Division of Environmental Quality. He explained that the revisions update program guidelines, deadlines, goals, standard operating procedures, and staff responsibilities to accurately reflect current operations and maintain compliance with the City's MS4 permit. Mr. Waite noted that many of the revisions consisted of standard language and definitions required by the State.

MOTION: Councilmember Jensen made a motion to open the public hearing for the Storm Water Management Plan Updates. Councilmember Hipp seconded the motion.

There were no public comments

MOTION: Councilmember Jeffries made a motion to close the public hearing for the Storm Water Management Plan Updates. Councilmember Jensen seconded the motion.

MOTION: Councilmember Hipp made a motion to adopt the updates to the Storm Water Management Plan. Councilmember Jeffries seconded the motion. Motion Passed Unanimously

Storm Water Management Plan

Mayor Bott explained that the second public hearing was required by the State to receive public input on the Stormwater Management Plan. He noted that no additional presentation was necessary, as the plan updates had just been reviewed and approved during the previous agenda item.

MOTION: Councilmember Hipp made a motion to open the public hearing for the Storm Water Management Plan. Councilmember Jensen seconded the motion.

There were no public comments.

MOTION: Councilmember Jensen made a motion to close the public hearing for the Storm Water Management Plan. Councilmember Jeffries seconded the motion.

Consideration of Ordinance Adopting Compensation Increases for Executive Municipal Officers

Finance Director Jeff Schmitt presented the proposed compensation increases for Brigham City's executive municipal officers. He explained that Utah law requires municipalities to hold an annual public hearing to disclose compensation for executive municipal officers. Mr. Schmitt noted that the proposed compensation amounts had been included in the tentative FY 2026–27 budget approved by the Council and that the public hearing was required before the increases could become effective.

Mayor Bott clarified that although the proposed compensation had been included in the tentative budget, the increases could not take effect until after the required public hearing had been held.

MOTION: Councilmember Hipp made a motion to open the public hearing for the Compensation Increases for Executive Municipal Officers. Councilmember Jensen seconded the motion.

Julianna Larsen: asked whether executive salary increases would occur annually in addition to any cost-of-living adjustments.

MOTION: Councilmember Hipp made a motion to close the public hearing for the Compensation Increases for Executive Municipal Officers. Councilmember Troxell seconded the motion.

Following the public hearing, Tom Kotter explained that the compensation amounts presented reflected the FY 2026–27 salaries, including the 5% cost-of-living adjustment approved in the tentative budget. He clarified that these would be the salaries paid for the fiscal year and that any future change to executive compensation would require another public hearing as required by state law. Mr. Schmitt also confirmed that the compensation figures had been included in the tentative budget previously adopted by the Council.

Councilmembers asked whether adopting the compensation ordinance before final budget approval was procedurally appropriate. Mr. Oyler explained that the tentative budget, including the proposed compensation amounts, had already been adopted and that the public hearing was the final statutory requirement before the compensation could become effective.

MOTION: Councilmember Troxell made a motion to approve the ordinance adopting compensation increases for executive municipal officers. Councilmember Hipp seconded the motion.

Roll Call:

Councilmember Troxell– Aye; Councilmember Smith – Aye; Councilmember Hipp – Aye;
Councilmember Jeffries – Aye; Councilmember Jensen - Aye

PUBLIC COMMENT

Philip Zieseniss - thanked the Mayor and City Council for their partnership and cooperation with Habitat for Humanity and expressed appreciation for the City's continued support.

Matt Hutchings - expressed concerns regarding the recent removal of parking spaces near 9 West Main Street. He stated the changes had reduced already limited parking available for nearby businesses and questioned the process used to remove the parking, including whether traffic studies or public hearings had been conducted. He requested additional information regarding the City's long-term plans for the area.

Donovan Malone - discussed the proposed FY 2026–27 budget and property tax increase. He encouraged the Council to eliminate the remaining proposed property tax increase by reducing expenditures rather than increasing taxes. Mr. Malone also questioned the planned funding for a second fire station, stating he believed the project should receive additional public discussion before budget funds were allocated.

Danielle Laursen - spoke regarding the proposed budget and property tax increase. She encouraged the City to balance the budget without increasing property taxes and expressed concerns regarding utility fund transfers, executive compensation increases, and the residency of several City department directors. She also stated her opposition to the City's plans for the library and cemetery.

COUNCILMEMBER COMMENTS

Councilmember Jensen - commented on the success of Brigham City's Fourth of July celebration and the Utah 250 celebration held at Utah State University. He also welcomed Council Member Jeffries back following his extended work assignment.

Councilmember Jeffries - expressed his appreciation for the welcome back and shared that he had completed his temporary work assignment and was happy to be back in Brigham City full-time.

Councilmember Hipp - thanked residents who had taken the time to meet with Council Members to discuss City issues, noting the value of those conversations. He also thanked Todd Love for sharing his passion for preserving Brigham City's firefly population and encouraged residents to continue bringing ideas and concerns before the Council.

Councilmember Troxell - expressed appreciation for City employees and the work they perform, particularly during the busy summer season. She acknowledged the financial concerns discussed during the meeting while recognizing the increasing responsibilities associated with maintaining City infrastructure and complying with changing state requirements. She also encouraged residents to help protect the City's stormwater system by keeping storm drains clear of debris.

147 **Mayor Bott** - stated that City staff would meet with local business owners to discuss the long-term
148 parking plan near 9 West Main Street. He explained that the Council does not respond to public
149 comments during the meeting in order to comply with the Open and Public Meetings Act but that
150 comments are considered and may be brought back for future discussion. Mayor Bott also addressed
151 comments regarding City employees, stating that hiring decisions are based on selecting the best-qualified
152 applicants regardless of where they reside and expressed his appreciation for the dedication of City staff.
153 He concluded by thanking the community for its participation in the Fourth of July and Utah 250
154 celebrations and recognized City employees for their continued service and response to emergencies
155 throughout the year.

ACTION ITEMS

157 **Consideration of Ordinance Amending Brigham City General Plan, Transportation Master Plan, to**
158 **include future proposed public roadways that would extend and connect 100 West Street from 700**
159 **South to Fishburn Drive and Lakeview Drive from 200 West to main Street – Tabled Item From**
160 **January 15, 2026**

161 Mark Bradley presented the continued request to amend the Brigham City General Plan Transportation
162 Master Plan to include future proposed roadway connections extending 100 West from 700 South to
163 Fishburn Drive and Lakeview Drive from 200 West to Main Street. He reminded the Council that the item
164 had originally been presented on January 15, 2026, when a public hearing was held and the Council voted
165 to continue the item to allow additional information to be gathered.

166 City Administrator Derek Oyler reported that since the January meeting, Brigham City had acquired
167 several properties within the proposed north-south corridor. He also stated that staff had met with
168 business owners affected by the proposal and found differing opinions regarding the proposed roadway
169 connections.

170 Mr. Oyler emphasized that including the roadways on the Transportation Master Plan does not obligate
171 the City to construct the roads or require existing businesses to dedicate property. Instead, the amendment
172 preserves the City's ability to evaluate future roadway connections if properties are redeveloped or
173 undergo a change in use. He explained that any future roadway requirements would be evaluated through
174 traffic studies, engineering review, and the City's development review process at the time redevelopment
175 occurs.

176 Council Member Smith asked which roadway segments would likely be required if redevelopment
177 occurred. Mr. Oyler explained that if the existing school property were ever redeveloped for residential
178 use, staff would recommend construction of the north-south roadway from 700 South to Fishburn Drive,
179 as well as the Lakeview Drive connection to First West, to provide adequate public access. He noted that
180 the proposed connection from First West to Main Street would be evaluated based on the type of future
181 redevelopment and traffic conditions, and that its inclusion on the Master Plan simply preserves the City's
182 flexibility to consider the connection if warranted.

183 Council Member Jensen asked whether future developers could be required to construct the roadway as
184 part of a redevelopment project. Mr. Oyler responded that including the roadway on the Master Plan
185 provides the City with that option during future negotiations and development review.

186 Council Member Troxell asked whether the City had immediate plans to construct the roadway through
187 City-owned property. Mr. Oyler stated that no funding for construction was included in the FY 2026–27
188 budget and that any future construction would be discussed with the Council at a later date.

190 Prior to council action, Mayor Bott opened a public comment period specific to the proposed
191 Transportation master Plan amendment. Councilmember Jensen made a motion to re-open public
192 comment. Councilmember Jeffries seconded.

193 **Jenae Worthy** - owner of Burgers & Scoops and Taco Time, expressed concerns that the proposed
194 roadway alignment would negatively affect her businesses and future retirement plans. She stated that her
195 family had owned and operated restaurants in Brigham City for more than 35 years and was currently
196 exploring the sale of the businesses as part of their retirement. Mrs. Worthy said she believed including
197 the roadway in the Transportation Master Plan could discourage prospective buyers and reduce the
198 property's value. While she appreciated the City's purchase of several residential properties within the
199 corridor, she felt business owners had not received the same consideration and expressed concern that a
200 future roadway could significantly impact access, parking, and the long-term viability of her businesses.

201 Councilmember Jensen made a motion to close public comment. Councilmember Hipp seconded the
202 motion.

203 **MOTION:** Councilmember Hipp made a motion to approve the Ordinance amending Brigham
204 City General Plan, Transportation Master Plan, to include future proposed public roadways that
205 would extend and connect 100 West Street from 700 South to Fishburn Drive and Lakeview
206 Drive from 200 West to Main Street . Councilmember Jensen seconded the motion.

207 **Roll Call:**
208 Councilmember Troxell– Aye; Councilmember Smith – Nay; Councilmember Hipp – Aye;
209 Councilmember Jeffries – Aye; Councilmember Jensen - Aye

210 **Approval of American Way Storage Subdivision Preliminary Plat located at 350 North and 900**
211 **West (American Way)**

212 Mark Bradley presented the preliminary plat for the American Way Storage Subdivision located at 350
213 North and 900 West. He explained the property was previously rezoned from Agricultural to Industrial
214 and that the applicant has been working with the U.S. Army Corps of Engineers to address wetlands on
215 the site.

216 Mr. Bradley reviewed the proposed subdivision, noting that Lots 1 and 2 are intended for development
217 while **Parcels A and B will remain non-buildable** until the wetlands are mitigated. The applicant plans to
218 **construct a storage facility on Lot 1 and complete required public improvements, including curb, gutter,**
219 **sidewalk, and the extension of 350 North.** Staff supported a six-foot sidewalk adjacent to the curb to
220 **reduce wetland impacts, consistent with City standards.**

221 Council Members asked questions regarding the development review process, sidewalk design, retaining
222 wall requirements, and the future development of the wetland parcels. Mr. Bradley explained that the
223 plans had been reviewed by the City's Development Review Team and Planning Commission, which
224 recommended approval. He also noted that retaining wall details would be finalized during the final plat
225 process and that Parcels A and B would remain non-buildable until wetland requirements are resolved.

226 **MOTION:** Councilmember Smith made a motion to approve the American Way Storage
227 Subdivision Preliminary Plat located at 350 North and 900 West (American Way) as presented
228 Councilmember Jeffries seconded the motion. Motion passed unanimously.

229

Consideration of Resolution updating Employee Policies for Retirement Benefits

Derek Oyler presented a resolution updating Chapter 10 of the Employee Policy Manual to reflect changes to Tier 2 Utah Retirement System contribution rates for non-public safety employees. He explained that the changes update retirement contribution rates to match current Utah Retirement System requirements and the FY 2026–27 budget.

Mr. Oyler also informed the Council that proposed revisions to the holiday pay policy had been inadvertently omitted from the agenda packet. Those changes will be presented for consideration at the next City Council meeting.

Council Member Smith asked about the reduction in employer contribution rates. Mr. Oyler explained that some retirement rates have decreased over the past several years and that the changes primarily affect Tier 2 employee retirement contributions.

MOTION: Councilmember Troxell made a motion to approve the Resolution updating Employee Policies Chapter 10 for retirement benefits as presented. Councilmember Jeffries seconded the motion.

Roll Call:

Councilmember Troxell– Aye; Councilmember Smith – Aye; Councilmember Hipp – Aye;
Councilmember Jeffries – Aye; Councilmember Jensen - Aye

Council adjourned to a Redevelopment Agency Meeting

At 7:39 PM Councilmember Jensen made a motion to enter a closed session to discuss the purchase, exchange, or lease of real property and the character or professional competence of an individual. Council Member Smith seconded the motion.

Roll Call:

Councilmember Troxell– Aye; Councilmember Smith – Aye; Councilmember Hipp – Aye;
Councilmember Jeffries – Aye; Councilmember Jensen - Aye

At 8:38 PM Council came back into regular session. Councilmember Hipp made a motion to adjourn. Councilmember Jeffries seconded the motion. Motion passed unanimously.

The undersigned duly appointed Recorder for Brigham City Corporation hereby certifies that the foregoing is a true, accurate and complete record of the July 16, 2026 City Council Meeting.

Dated this 10th of August, 2026.

Kristina Rasmussen, City Recorder

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

**CLOSED SESSION
OF THE BRIGHAM CITY COUNCIL
July 16, 2026
7:40 P.M.**

PRESENT:	D.J. Bott	Mayor
	Dave Hipp	Councilmember
	Dave Jeffries	Councilmember
	Matthew Jensen	Councilmember
	Ryan Smith	Councilmember
	Robin Troxell	Councilmember
ALSO PRESENT:	Derek Oyler	City Administrator
	Kristina Rasmussen	City Recorder
	Nicole Cottle	City Attorney -Via Zoom
	Jared Gover	Police Commander

I, D.J. Bott, Mayor of Brigham City, do hereby affirm that one of the purposes for closing the meeting and adjourning to a Closed Session on Thursday, July 16, 2026, was to discuss the character, professional competence, or physical or mental health of an individual. Therefore, no recording of this portion of the closed session meeting was performed.

This statement is signed in accordance with Utah Code, Section 52-4-206(6)(a) of the Open and Public Meetings Law.

The closed session was recorded for remaining items and adjourned to an open meeting at 8:38 p.m.


D.J. Bott, Mayor

ATTEST:


Kristina Rasmussen, City Recorder



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

1. INITIATED BY: Angie Johnsen
2. DEPARTMENT OR DIVISION: Human Resources
3. DATE INITIATED: July 29, 2026
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

New Hires:

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

5. ESTIMATED TIME NEEDED: 2 min
6. PROPOSED DATE FOR COUNCIL ACTION: August 06, 2026
7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
July 29, 2026	Angie Johnsen	Signed via GeoOn.com  Key: 323521ea7128-4d35-b69a-e3d90f5e4e1e	
_____	_____	_____	_____

9. MAYOR'S SIGNATURE:



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

1. INITIATED BY: Mark Bradley
2. DEPARTMENT OR DIVISION: Community & Economic Development
3. DATE INITIATED: 7/23/26
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

Ordinance. Spring Creek Subdivision First Amendment located at 500 South and 1150 West. Brigham City Corporation

5. ESTIMATED TIME NEEDED: 6 minutes
6. PROPOSED DATE FOR COUNCIL ACTION: 8/6/26
7. EXPLANATION OF DEADLINE, IF APPLICABLE:
See attached material.

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
<u>7/23/26</u>	<u>Mark Bradley</u>	<u></u>	<u>X</u>
<u>7/27/26</u>	<u>Tom Kotter</u>	<u></u>	<u> </u>

9. MAYOR'S SIGNATURE: _____



CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: Spring Creek Subdivision First Amendment (Ordinance)

Name of Person Requesting Legal Review: Mark Bradley

Date Sent: July 23, 2026 Review Date Deadline: July 27, 2026

Reviewed by Attorney: [Signature] Date: 7/27/26

☒ Reviewed and acceptable as submitted
☐ See suggested changes

Returned to: Mark Bradley Date: 7/27/26

☒ Accepted as Received

Submitted to Mayor's Office By: MB Date: 7/27/26

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



MEMORANDUM

TO: Mayor Bott, City Council Members

FROM: Mark Bradley, City Planner *MB*

SUBJECT: Spring Creek Subdivision First Amendment (Application #26-065)

DATE: July 23, 2026

CITY COUNCIL AGENDA:
August 6, 2026

OVERVIEW:

Brigham City Corporation acquired Lots 29-R, 30-R, 39-R, and 40-R in the Spring Creek Subdivision to facilitate the extension of 1150 West and 1100 West Streets. As part of this project and in coordination with adjacent property owners, Lots 27-R, 28-R, 30-R, and 31-R will be reconfigured by rotating their orientation to maintain two residential lots on each side of the 1150 West Street extension. Amended lots are renumbered.

Excess property resulting from the 1100 West Street extension will be incorporated into Lots 38-R and 41-R. With the completion of the 1100 West Street extension, the temporary turnaround and the 15 ft PUE and Easement on Lot 42-R will no longer be necessary and will be removed. The intersection of 1100 West and 500 South will serve as the new turnaround, with appropriate signage installed to designate the temporary dead-end. The existing secondary and culinary waterlines located within the 15 ft PUE and Easement on Lot 42-R will be abandoned and rerouted through 1100 West Street right-of-way.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public meeting on July 21, 2026, and recommended approval to the City Council (5-0 vote) based on staff comments, recommendation, stipulations, and the noted findings of fact as outlined in the Staff Evaluation.

ATTACHMENTS:

1. Staff Evaluation dated July 16, 2026, with exhibits
2. Prepared Ordinance

**BRIGHAM CITY, UTAH
PLANNING COMMISSION
STAFF EVALUATION**

APPLICANT: Brigham City Corporation

APPLICATION NO.: 26-065

OWNERS NAME: Brigham City Corporation, Spring Creek Subdivision LLC, Habitat for Humanity Northern Utah Inc., Cedar Ridge Homes Inc., Backcountry Homes LLC, Price Bowdrie JT

LOCATION: 500 South 1150 West & 1100 West

PARCEL AREA: 2.26 acres

PARCEL NO.: 03-265-0105 / 0106 / 0107 / 0108
0109 / 0116 / 0117 / 0118 / 0119

ZONING DISTRICT: R-1-6

DATE: July 16, 2026

PLANNING COMMISSION MEETING: July 21, 2026

APPLICATION TYPE: Legislative

PLANNING COMMISSION ROLE: Recommending Body to City Council

NATURE OF REQUEST:

Subdivision Amendment – Spring Creek Subdivision First Amendment, Amending Lots 27-R, 28-R, 29-R, 30-R, 31-R, 38-R, 39-R, 40-R, 41-R and 42-R.

OVERVIEW:

Brigham City Corporation acquired Lots 29-R, 30-R, 39-R, and 40-R in the Spring Creek Subdivision to facilitate the extension of 1150 West and 1100 West Streets. As part of this project and in coordination with adjacent property owners, Lots 27-R, 28-R, 30-R, and 31-R will be reconfigured by rotating their orientation to maintain two residential lots on each side of the 1150 West Street extension. Amended lots are renumbered.

Excess property resulting from the 1100 West Street extension will be incorporated into Lots 38-R and 41-R. With the completion of the 1100 West Street extension, the temporary turnaround and the 15 ft PUE and Easement on Lot 42-R will no longer be necessary and will be removed. The intersection of 1100 West and 500 South will serve as the new turnaround, with appropriate signage installed to designate the temporary dead-end. The existing secondary and culinary waterlines located within the 15 ft PUE and Easement on Lot 42-R will be abandoned and rerouted through the 1100 West Street right-of-way.

STAFF COMMENTS:

Box Elder County Recorder's Office/GIS:

1. Add a County Recorder block to the second page as well
2. Addresses per Brigham City
3. Part of the affected area is in a wetland zone, this should be represented

Community & Economic Development Department:

1. In reference to Box Elder County Recorder's Office/GIS comment #3, wetland items were addressed with Army Corp permit by original developer. See Note 6 on the official plat of Spring Creek Subdivision.
2. Title. Remove "Preliminary" with final version.

3. Addresses. The following are the proposed address assignments. Let us know if any conflict or concerns.

Lot	Address
101-R	1157 W 500 S
	506 S 1150 W
102-R	514 S 1150 W
103-R	1141 W 500 S
	509 S 1150 W
104-R	517 S 1150 W
105-R	1105 W 500 S
	516 S 1100 W
106-R	1097 W 500 S
	513 S 1100 W
107-R	1089 W 500 S

4. Owner's Dedication. Remove Habitat for Humanity. Habitat is swapping properties with Spring Creek Subdivision LLC, original developer, who owns Lot 23 so they can get started with building.

Engineering Department:

1. Comments not provided where our office created the subdivision plat. However, an internal review will take place.
2. Once comments are received, we will address them and provide an updated plat with responses.

Fire Department:

1. No comments

GIS Department:

1. Review comments are forthcoming. Away from office attending training.

Police Department:

1. No comments

Public Power Department:

1. Working on power designs

Public Works Department:

(Culinary Water, Street, and Wastewater Treatment/ Storm Drain Divisions)

1. No comments

PLANNING COMMISSION RESPONSIBILITY:

1. The Planning Commission is the recommending body for this land use application and will need to forward a recommendation to the City Council.
2. The Planning Commission may recommend approval as is, approval with stipulations, or request additional information in order to help make a recommendation.

STAFF RECOMMENDATIONS:

1. Staff supports the plat amendment.

STIPULATIONS:

1. Comply with Staff Evaluation and address the staff review comments.

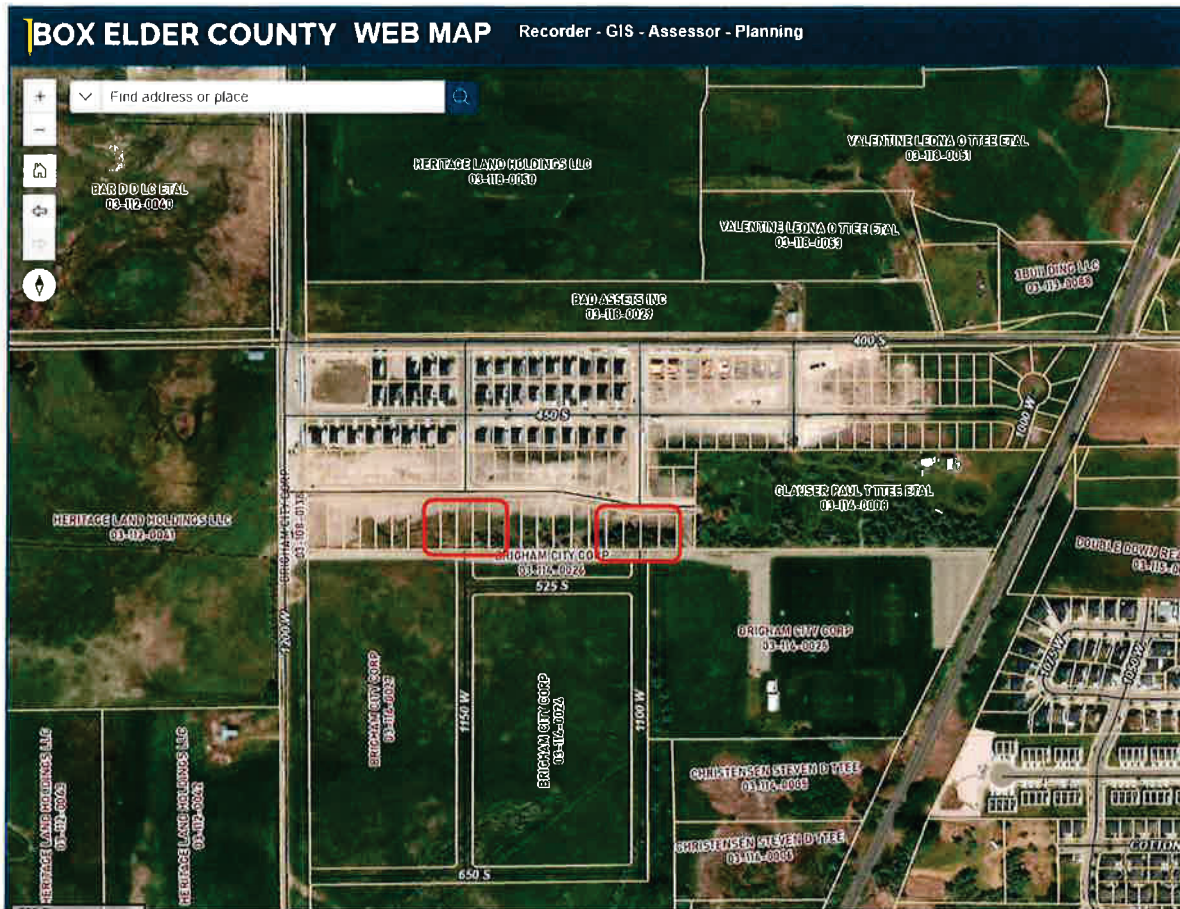
FINDINGS OF FACT:

1. The application amendment is a petition by Brigham City Corporation who acquired the key lots to extend the streets.
 2. Previous administration had limited access to the Sports Complex.
 3. The amendment will provide access, connectivity, and circulation, and improve utility services.
 4. A public hearing is not required for this application.
 5. All owners of impacted property were notified of the proposed amendment, support the changes, and will sign the amended subdivision plat (see Sheet 2).
 6. An ordinance is adopted by City Council amending the subdivision plat.
 7. The said ordinance is recorded with the amended subdivision plat.
-

ATTACHMENTS:

1. Locator and Parcel Ownership Maps
2. Spring Creek Subdivision (existing recorded plat)
3. Submitted Spring Creek Subdivision First Amendment

LOCATOR MAP



PARCEL OWNERSHIP MAP



PRELIMINARY

SPRING CREEK SUBDIVISION FIRST AMENDMENT

AMENDING LOTS 27-R, 28-R, 29-R, 30-R, 31-R, 38-R, 39-R, 40-R, 41-R & 42-R, SPRING CREEK SUBDIVISION

BRIGHAM CITY, BOX ELDER COUNTY, UTAH
A PART OF THE SOUTHWEST QUARTER OF SECTION 23,
TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
JULY 2026

OWNER'S DEDICATION

KNOW ALL MEN, BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER OF THE
HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND DEDICATE TO THE
PUBLIC, FOR THE USE AND ENJOYMENT OF THE PEOPLE OF THE STATE OF UTAH,
SOME OF THE LOTS AND STREETS AS SHOWN ON THIS PLAN AND NAME SAID TRACT
AND CONVEY TO BRIGHAM CITY, BOX ELDER COUNTY, UTAH ALL THOSE LOTS OR
PORTIONS OF LOTS, AND ALL THOSE STREETS, ALLEYS, EASEMENTS, OR
RIGHTS OF WAY, AND ALSO DEDICATE, GRANT AND CONVEY TO BRIGHAM CITY, UTAH,
FOR THE USE AND ENJOYMENT OF THE PEOPLE OF THE STATE OF UTAH, THE
INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND
DRAINAGE FACILITIES AS SHOWN HEREON. THE SAID DEDICATION IS MADE FOR THE
PUBLIC USE AND ENJOYMENT OF THE PEOPLE OF THE STATE OF UTAH, AND THE
PLAT NOTES SHOWN HEREON TO BE EFFECTIVE AND BINDING.

- BY: BRIGHAM CITY CORPORATION
- BY: SPRING CREEK SUBDIVISION, LLC
- BY: HABITAT FOR HUMANITY/NORTHERN UTAH, INC.
- BY: CEDAR RIDGE HOMES, INC.
- BY: BACKCOUNTRY HOMES, LLC
- BY: BOWDRE PRICE
- BY: ASHLEY PRICE

MUNICIPAL ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF BOX ELDER)
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME,
WHO BEING BY ME DULY SWORN DID SAY AND
ACKNOWLEDGE THAT HE/SHE IS THE
OF THE REAL PROPERTY LATTERLY LISTED HEREIN, AND
THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CORPORATION AS THE
AUTHORIZED AGENT OF BRIGHAM CITY.
STATE OF UTAH NOTARY PUBLIC _____ COMMISSION NUMBER _____
NOTARY PRINTED NAME _____ MY COMMISSION EXPIRES _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____)
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED
BEFORE ME, _____ WHO BEING BY ME DULY SWORN DID SAY AND
ACKNOWLEDGE THAT HE/SHE IS MANAGER/MEMBER OF SAID
LIMITED LIABILITY CORPORATION, WHICH CORPORATION IS THE OWNER OF THE REAL PROPERTY LATTERLY LISTED HEREIN, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CORPORATION AS THE
AUTHORIZED AGENT OF THE CORPORATION AS THE BOARD OF DIRECTORS, THE ARTICLES OF INCORPORATION,
AND/OR THE CORPORATE BYLAWS.
STATE OF UTAH NOTARY PUBLIC _____ COMMISSION NUMBER _____
NOTARY PRINTED NAME _____ MY COMMISSION EXPIRES _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____)
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED
BEFORE ME, _____ WHO BEING BY ME DULY SWORN DID SAY AND
ACKNOWLEDGE THAT HE/SHE IS PRESIDENT/OWNER OF HABITAT FOR HUMANITY/NORTHERN UTAH,
WHICH CORPORATION IS THE OWNER OF THE REAL PROPERTY LATTERLY LISTED HEREIN, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CORPORATION AS THE
AUTHORIZED AGENT OF THE CORPORATION AS THE BOARD OF DIRECTORS, THE ARTICLES OF INCORPORATION,
AND/OR THE CORPORATE BYLAWS.
STATE OF UTAH NOTARY PUBLIC _____ COMMISSION NUMBER _____
NOTARY PRINTED NAME _____ MY COMMISSION EXPIRES _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____)
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED
BEFORE ME, _____ WHO BEING BY ME DULY SWORN DID SAY AND
ACKNOWLEDGE THAT HE/SHE IS PRESIDENT/OWNER OF CEDAR RIDGE HOMES, INC.,
WHICH CORPORATION IS THE OWNER OF THE REAL PROPERTY LATTERLY LISTED HEREIN, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CORPORATION AS THE
AUTHORIZED AGENT OF THE CORPORATION AS THE BOARD OF DIRECTORS, THE ARTICLES OF INCORPORATION,
AND/OR THE CORPORATE BYLAWS.
STATE OF UTAH NOTARY PUBLIC _____ COMMISSION NUMBER _____
NOTARY PRINTED NAME _____ MY COMMISSION EXPIRES _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____)
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED
BEFORE ME, _____ WHO BEING BY ME DULY SWORN DID SAY AND
ACKNOWLEDGE THAT HE/SHE IS MANAGER/MEMBER OF BACKCOUNTRY HOMES, LLC, WHICH
CORPORATION IS THE OWNER OF THE REAL PROPERTY LATTERLY LISTED HEREIN, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CORPORATION AS THE
AUTHORIZED AGENT OF THE CORPORATION AS THE BOARD OF DIRECTORS, THE ARTICLES OF INCORPORATION,
AND/OR THE CORPORATE BYLAWS.
STATE OF UTAH NOTARY PUBLIC _____ COMMISSION NUMBER _____
NOTARY PRINTED NAME _____ MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____)
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED
BEFORE ME, _____ WHO BEING BY ME DULY SWORN DID SAY AND
ACKNOWLEDGE THAT HE/SHE IS PRESIDENT/OWNER OF BOWDRE PRICE, WHICH CORPORATION IS THE OWNER OF THE REAL PROPERTY LATTERLY LISTED HEREIN, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CORPORATION AS THE
AUTHORIZED AGENT OF THE CORPORATION AS THE BOARD OF DIRECTORS, THE ARTICLES OF INCORPORATION,
AND/OR THE CORPORATE BYLAWS.
STATE OF UTAH NOTARY PUBLIC _____ COMMISSION NUMBER _____
NOTARY PRINTED NAME _____ MY COMMISSION EXPIRES _____



ORDINANCE NO. _____

AN ORDINANCE OF BRIGHAM CITY AMENDING SPRING CREEK SUBDIVISION

WHEREAS, Brigham City Corporation acquired Lots 29-R, 30-R, 39-R, and 40-R in the Spring Creek Subdivision to facilitate the extension of 1150 West and 1100 West Streets; and

WHEREAS, Brigham City Corporation initiated a subdivision amendment to the Spring Creek Subdivision (Spring Creek Subdivision First Amendment) to make the necessary changes for roadway dedication, reconfiguration of lots, and modification to utilities and easements; and

WHEREAS, Lots 27-R, 28-R, 29-R, 30-R, 31-R, 38-R, 39-R, 40-R, 41-R, and 42-R, will be amended, which includes non-Brigham City Corporation lots, in cooperation with property owners; and

WHEREAS, there are no existing dwellings or structures impacted by said amendment and all amended lots will be assigned a new lot number to distinguish the amendment from the original recorded lots per policy of the Box Elder County Recorder's Office; and

WHEREAS, Lots 27-R, 28-R, 29-R, 30-R, and 31-R, will be reconfigured by rotating their direction east and west to maintain two residential lots on each side of the 1150 West Street extension; and

WHEREAS, excess property resulting from the 1100 West Street extension will be incorporated into Lots 38-R and 41-R; and

WHEREAS, the temporary turnaround and 15 foot PUE and Easement along the east property line of Lot 42-R will be vacated with the recording of the Spring Creek Subdivision First Amendment, making Lot 42-R (new lot number 107-R), as a buildable lot; and

WHEREAS, the existing secondary and culinary waterlines located within the 15 foot PUE and Easement on Lot 42-R will be abandoned and rerouted through the 1100 West Street right-of-way; and

WHEREAS, all other public utility easements will remain the same and new public utility easements will be conveyed on properties abutting the extension of 1150 West and 1100 West Streets; and

WHEREAS, following a public meeting, the Brigham City Planning Commission has considered the proposed amendment and recommends its approval to the City Council; and

WHEREAS, following a public meeting, the City Council finds and determines the amendment is beneficial to the City and its residents, and that the amendment set forth is reasonable, appropriate, and desirable to improve roadway and utility access, connectivity, and circulation.

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

Section 1. The Spring Creek Subdivision plat is amended by recording the Spring Creek Subdivision First Amendment plat, as shown in Exhibit "A".

Section 2. This Ordinance shall take effect upon recording the Spring Creek Subdivision First Amendment plat and upon posting and publication in the manner as required by law.

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

BRIGHAM CITY

Mayor Dennis J. Bott

State of Utah)
 : ss
County of Box Elder)

On ____ day of _____, 2026, Personally appeared before me **Dennis J. Bott**. Who being duly sworn by me did say, for himself that he is the said authorized agent of **Brigham City Corporation**, and that within the foregoing instrument was signed in behalf of said **Brigham City Corporation**, and that the said authorized agent did duly acknowledge to me that said corporation executed the same.

Notary Public

1. INITIATED BY: Tom Kotter
2. DEPARTMENT OR DIVISION: Community & Economic Development
3. DATE INITIATED: 7/10/26
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

5. ESTIMATED TIME NEEDED: 5 MIN

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

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

Date	Name	Signature	Attachment
07/10/26	TOM KOTTER		





CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: Brigham City 2027 Parcel Trigger Resolution

Name of Person Requesting Legal Review: Tom Kotter

Date Sent: 7/7/26

Review Date 7/10/26

Reviewed by Attorney: Nicole Cottle

☒ Reviewed and acceptable as submitted See
☐ suggested changes:

Returned to: Tom Kotter Date:

☐ Accepted as Received

Submitted to Mayor's Office By: Date:

Reviewed by Mayor's Office:

Derek Oyler, City Administrator

TRIGGER RESOLUTION FOR GOLDEN SPIKE PROJECT AREA
RESOLUTION NO. _____

WHEREAS, Utah Code Chapter 58, Part 6, authorizes the Utah Inland Port Authority to utilize money from property tax differential;

WHEREAS, on August 21, 2023, the Utah Inland Port Authority Board adopted the Golden Spike Area Plan;

WHEREAS, the Golden Spike Project Area Plan authorizes the UIPA board to designate a trigger date for the collection of the general tax differential by resolution;

WHEREAS, Utah Code Chapter 58 permits UIPA to adopt multiple trigger dates for different properties with unique parcel numbers within the Project Area; and

WHEREAS, UIPA desires to establish 2027 as the trigger date for parcels indicated in Attachment A within the Project Area;

NOW THEREFORE BE IT RESOLVED BY THE BRIGHAM CITY COUNCIL:

1. Tax year 2027 is established as Year One for Golden Spike Project parcels indicated in Attachment A.
2. The UIPA staff is directed to notify Box Elder County officials of this action and triggering the collection of the tax differential for the aforementioned parcels.
3. The Box Elder County Assessor, Box Elder County Auditor, and the Box Elder County Treasurer are requested to begin the calculation, collection, and disbursement of the Tax Differential in accordance with the Project Area Plan and Budget and applicable state law.
4. This resolution is effective immediately.

APPROVED AND ADOPTED THIS _____.

By: _____
DJ Bott, Mayor

ATTEST:

By: _____
Kristina Rasmussen, City Recorder

Attachment A

Parcel 03-075-0061

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

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 800 NORTH STREET AND THE EXISTING WEST RIGHT-OF-WAY LINE OF 1200 WEST STREET LOCATED 2580.17 FEET NORTH 89°55'44" WEST ALONG THE SOUTH LINE OF SAID SECTION 10 AND 33.00 FEET NORTH 00°04'16" EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 10 TO A POINT ON THE SOUTHWEST CORNER OF THE MCKINNON TRACT; RUNNING THENCE NORTH 89°55'44" WEST 1104.59 FEET; THENCE NORTH 00°04'00" EAST 1256.64 FEET; THENCE SOUTH 89°50'52" EAST 1030.67 FEET; THENCE SOUTH 89°50'52" EAST 75.92 FEET TO THE WESTERLY LINE OF SAID MCKINNON TRACT; THENCE ALONG SAID WESTERLY LINE SOUTH 00°09'27" WEST 1255.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,388,466 SQUARE FEET OR 31.87 ACRES, MORE OR LESS.

BASIS OF BEARING NOTE

THE BASIS OF BEARING IS THE SOUTH LINE OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AS SHOWN IN BOOK 1538 OF ROAD PLATS, PAGE 1207, AS INSTRUMENT NO. 457141. SAID LINE BEARS NORTH 89°55'44" WEST.

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

1. INITIATED BY: Chief Thueson

2. DEPARTMENT OR DIVISION: Fire

3. DATE INITIATED: July 15, 2026

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

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

This is a renewal of a past agreement, which Brigham City has historically been a part of.

5. ESTIMATED TIME NEEDED: 5 minutes

6. PROPOSED DATE FOR COUNCIL ACTION: August 06, 2026

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
July 15, 2026	Brandon Thueson	eSigned via GovOS.com <i>Brandon Thueson</i> Key: 323521ea-7128-4d35-b69a-e3d90f6defe	

9. MAYOR'S SIGNATURE:

eSigned via GovOS.com
D J Bott
Key: 605b8a0c-e6b3-440c-bdc6-2708b1a0b2c



**CITY ATTORNEY
LEGAL DOCUMENT REVIEW**

Document Name: Wildland Fire Resources MOU

Name of Person Requesting Legal Review: Brandon Thueson_____

Date Sent: 6/11/2026_____ Review Date Deadline: 7/1/2026_____

Reviewed by Attorney: Nicole Cottle_____ Date: 7/1/2026_____

☒ Reviewed and acceptable as submitted

☐ See suggested changes:

Returned to: Brandon Thueson_____ Date: 7/1/2026_____

☐ Accepted as Received

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

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



**Utah Wildfire Resource Memorandum of Understanding
Between
Utah Division of Forestry, Fire and State Lands
And**

Brigham City Fire

This Utah Wildfire Resource Memorandum of Understanding (“MOU”) is made by and between Brigham City Fire, hereinafter referred to as the “Department” or “District” as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as the “Division.” This MOU is an addendum to the Cooperative Agreement between the Division and the Department or District. The “Department” or “District” and the “Division” shall hereafter be referred to jointly as “Parties,” The term of this MOU shall be five (5) years from the Effective Date.

PURPOSE OF MOU:

This MOU provides a mechanism for procurement, use, and compensation for wildfire services provided to the State of Utah and its cooperators by the Department or District outside of its jurisdictional area of responsibility or service area pursuant to the cooperative agreement. This MOU may also be used for other declared All-Hazard emergencies covered under the Stafford Act.

This MOU does NOT support or allow for the use of Supplemental Firefighters and/or Supplemental Fire Department Resources as defined herein.

DEFINITIONS:

Agency Administrator	The official responsible for managing a geographic unit or functional area with statutory authority over fire mitigation. They make critical strategic decisions, oversee incident management, and represent the agency's interests.
Area Duty Officer	An on-call, qualified manager responsible for oversight, coordination, and initial decision-making for wildland fire responses and daily preparedness within a specific geographic area.
Assignment extension	Work commitment beyond the standard 14-day assignment period excluding travel.
Closest Forces or District	The use of the closest available, appropriate, qualified firefighting resources, regardless of agency, for initial attack.

Cost To Government	This refers to the inclusion of direct compensation, benefits and other personnel costs associated with an individual's billing rate.
Department	Refers to the fire Department or fire District that is party to this MOU.
FEPP	The Federal Excess Personal Property (FEPP) program allows for excess federal property to be loaned to a state or territory for use in rural or wildland fire protection programs. The property remains titled with the federal government and is returned when the state or territory no longer uses the property.
Fire Management	All activities required to manipulate wildland fire for protection of at risk values, enhanced public safety, and land management objectives. Activities include but are not limited to: fire suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning, and preparation.
FBS	The Fire Business System (FBS) is a web-based billing system used by the Division under this MOU.
Independent Action	Action taken on lands under the protection responsibilities of another agency or entity without the notification and approval of that agency or entity.
Jurisdictional agency	The agency having land and resource management responsibility for a specific geographical or functional area as provided by law.
Mutual Aid	Reciprocal emergency response agreement between jurisdictional neighbors in which assistance is rendered. Compensation is agreed to by the jurisdictional agencies involved.
NWCG	The National Wildfire Coordinating Group (NWCG) provides national interoperable leadership in wildland fire operations among federal, state, local, Tribal, and territorial partners.
State Compact	A state fire compact is a legally binding, congressionally approved agreement between two or more states designed to facilitate mutual aid, resource sharing, and cooperation in the prevention, control, and suppression of forest fires and other wildland emergencies.
Supplemental Fire Fire Fighters, Supplemental Fire Department Members, or Supplemental Fire District Members	An individual from a local fire department who is brought in through an agreement to support incidents outside of the individual's regular jurisdiction or mutual aid zone. These individuals are not permanent members of the sponsoring fire departments and are mobilized for specific responses. This does not include Utah fire department personnel with an MOU supporting the efforts of another Utah fire department.

UWCAC

The Utah Wildfire Cooperator Advisory Council (UWCAC) is convened by the Utah State Forester to advise and support the Division of Forestry, Fire and State Lands' wildfire management program's oversight and implementation of the MOU.

Wildland Fire

An unplanned, uncontrolled, or unwanted fire that burns in vegetative fuels such as forests, grasslands, or shrublands.

RECITALS:

WHEREAS, it is in the best interest of the State of Utah and its cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control;

WHEREAS, the Division has the responsibility to determine and execute the best method for protecting private and public property in Utah from wildfire;

WHEREAS, the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division or its partners or cooperators quicker and more effectively than any other assets or resources in the state;

WHEREAS, the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and

WHEREAS, the Department or District, may also have a limited number of units of firefighting equipment that can be made available to the Division for fire management work.

NOW THEREFORE, the parties to this MOU do hereby agree as follows:

THE DIVISION AGREES:

1. To provide personnel and wildland firefighting resources inside the jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities, and has requested assistance from the Division or its cooperators.
2. To make available organizational training, technical assistance, and other expertise to the Department or District.
3. To maintain a level of firefighting capacity within the state utilizing Division resources, District or Department resources, and State Compact resources that will support effective fire suppression within Utah.
4. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through custodial agreement(s). This includes programs like FEPP.
5. To produce, update, and distribute a handbook or manual that references rates, procedures, and other references associated with this MOU.
6. To provide any necessary forms required of the Department or District to execute its responsibilities under this MOU.

7. That the Department or District may refuse to furnish fire, EMT, ambulance, or other personnel and equipment outside of its jurisdictional boundary, if by furnishing the requested personnel, the Department or District's resources would be reduced to a level where it can no longer maintain adequate fire protection or public safety within its jurisdictional boundary or service area.
8. Pursuant to NWCG guidelines and standards, inspect the Department or District's equipment annually or prior to use, as determined by the Division (the "Inspection"). Random testing of pumping and drafting capabilities and inspection of the radio programming may also occur during the Inspection. The Inspection does not replace the safety inspection required for vehicle license and registration by the State of Utah.
9. To review and certify NWCG qualifications annually. This includes maintaining training files in the Incident Qualification System (IQS) database, reviewing and certifying performance task books, and producing Qualification Cards (Red Cards).

THE DEPARTMENT OR DISTRICT AGREES:

1. To notify the nearest interagency fire center of any wildland fires that may threaten or are currently impacting state or federal jurisdiction as soon as possible. The Department or District further agrees to provide the jurisdictional agency with a fire report on all known wildland fires for which the Department or District wishes to be reimbursed. The fire report is required for payment. **Note:** if a state or federal representative is on-scene, that person may relieve the Department or District of this requirement.
2. To adhere to the State of Utah's prioritization of wildland firefighting resources. Consequently, requests for out-of-area assignments will be processed according to the following order of precedence: (a) Non-federal land within Utah, (b) Federal land within Utah, (c) Compact states, (d) Other out-of-state jurisdictions.
3. To obtain approval from the Divisions Area Duty Officer before going available outside of the local interagency fire dispatch zone.
4. That it may be requested to engage in fire management outside of the Department or District's jurisdictional boundaries or service area, such as another district, county, or state, provided that, in doing so, the Department or District's resources would not be reduced to a level where the Department or District can no longer maintain an adequate level of fire protection within its own jurisdictional boundary or service area.
5. To coordinate with the assigned Division Area Duty Officer before extending resources beyond the standard 14 day assignment or swapping crews on assignments outside of Utah.
6. To maintain and make available for use at the request of the Division, a work force and the equipment identified in this MOU. The Department or District further agrees to maintain at the ready the Division's Fire Department Manual and Rate Book and the Fire Department Fire Rate Agreement contained within FBS.
7. To follow direction and supervision consistent with NWCG chain of command while engaged in suppression or fuels management activities.

8. To maintain on board all vehicles listed on the Fire Department Fire Rate Agreement the following documentation:
 - a. A current equipment inventory list
 - b. Letter of Cooperator verification
 - c. A copy of the Fire Department Rate Agreement
 - d. A copy of this MOU
 - e. Division's Fire Department Manual and Rate Book (current year)
 - f. Vehicle registration, DOT safety inspection and proof of vehicle insurance
9. To ensure that all vehicles are operated within, and never exceeding, the maximum Gross Vehicle Weight Rating (GVWR) specified by the manufacturer.
10. To ensure that each firefighter engaging in direct fire suppression, structural protection, or prescribed fire has a current "red card" in his or her possession while working under this MOU. Further details are found in the Division's Fire Department Manual and Rate Book.
11. To use the FBS for all reimbursement invoicing for services rendered under this MOU.
12. To work with local Division area offices to establish FBS profiles and to participate in mandatory bill submission training.
13. To submit requests for reimbursement to the Division's area office within thirty (30) days after release from the assignment in the manner and form prescribed by the Division. Claims for incidents beginning before July 1 shall be submitted before July 30 for State fiscal year closeout. **No requests for reimbursement will be accepted after the end of the calendar year for past year activities more than 30 days old.**
14. To maintain wildland fire training records, qualifications, and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter (i.e. "red card") certifications.
15. To provide the Division with source documentation verifying accredited training as prescribed by NWCG and supplemented by the Division, and to provide the Division access to wildland training files in order to certify wildland firefighting credentials.
16. To provide performance evaluations for 90% of assignments lasting more than five days. Performance evaluations shall be included within the billing package as prescribed by the Fire Department Manual.
17. To request red cards annually following completion of all required training.
18. To maintain at all times adequate workers' compensation coverage or other employer liability policy reasonably sufficient for the size and operations of the Department or District. And to take all necessary measures to ensure that coverage extends beyond state lines when the Department or District responds to an out-of-state request for resources.
19. To provide self-insurance or to maintain adequate insurance coverage with a carrier authorized to conduct business within the State of Utah, including a commercial general liability policy with limits no less than \$1,000,000 per occurrence and general aggregate limit. And to take all necessary measures to ensure that coverage extends beyond state lines when the Department or District responds to an out-of-state request for resources.
20. Automobile insurance coverage of \$1,000,000 combined single limit for each occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death to any person or damage to property arising out of the ownership, maintenance or use of any vehicle.

21. The Division shall not be liable or responsible for damage or injury to any individual or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by the Department or District or its employees performing under this MOU including travel to and from an incident, whether within or outside the state. The Division shall be indemnified and held harmless against claims for damage or injury in such cases.
22. To comply with the Division's incident and near-miss reporting guidance while assigned to incidents, projects, or activities. Any incident, accident, injury, vehicle mishap, operational safety concern, or near-miss occurring through the use of this MOU must be reported using the Division Incident Reporting Survey.
23. Unless covered by the Stafford Act 42 U.S.C. Section 4121 et seq., the Division will not reimburse for non-wildland fire incidents. Departments or Districts shall coordinate with the Division before deploying to any non-wildland fire incidents if the Department or District intends to use this MOU for reimbursement.

IT IS MUTUALLY AGREED:

1. The Parties shall each be responsible for their own losses arising out of the performance of this MOU. Each Party, including its employees, agents, and representatives, operating within the scope of this MOU, hereby waives any claim against any other Party for any loss, damage, personal injury, or death resulting from the performance of this MOU; provided however, that this provision shall not relieve any Party from responsibility for claims of third parties for losses for which the Party is otherwise legally liable. Third party claims will be processed by the Jurisdictional Agency.
2. Damage to Department or District equipment that is caused by a non-negligent act can be submitted to the jurisdictional agency through the established comps claims process. Where applicable, the Department or District shall utilize insurance first and additional non-covered costs will be evaluated and approved or denied through the process identified in the Standards for Interagency Incident Business Management Handbook, recognizing that the jurisdictional Agency Administrator will make the final determination.
3. That the Parties are governmental entities as defined in the Utah Governmental Immunity Act, Utah Code Chapter 63G-7 (the "Act"). Nothing in this MOU shall be construed as a waiver by either Party of any protections, rights, or defenses applicable to each Party under the Act, including without limitation the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the Parties to incur by contract any liability for the operations, acts, or omissions of the other Party or any third-party and nothing in this MOU shall be so interpreted or construed.
4. Where the Act does not apply, including in circumstances where the Department or District responds to an out-of-state resource request, to the fullest extent permitted by law, the Division, the Department of Natural Resources, and the State of Utah on the one hand and the Department or District on the other hand mutually agree to defend, indemnify and hold each other and their agents, employees, and representatives harmless from and against all claims, damages, losses, and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this MOU, except that each party shall bear liability to the extent that it is called for by law.
5. That claims arising from weight and balance, structural modifications, and gross vehicle weight of any vehicle subject to this MOU are the sole responsibility of the Department or District to whom the vehicle belongs or possesses by agreement. The Division and its cooperators shall be held harmless by the Department or District whose vehicles are involved for any liabilities, damage, injury or claims that arise from the use and involvement of said equipment in the

fighting of fires or other official use as provided for in this MOU. Any vehicles, including FEPP, that the Department or District deems not suitable for the purpose of fire suppression shall be taken out of service immediately and removed from the Fire Department Fire Rate Agreement.

6. The Division will pay and reimburse the Department or District for fire suppression services including equipment and personnel listed on the Fire Department Rate Agreement. Rates are established by the Division and in coordination with the UWCAC and may be adjusted annually. Payment for fire suppression shall be made only for such activities on land outside the Department or District's established jurisdictional boundaries or mandated service area, when requested by the agency with jurisdiction. Upon mutual agreement between the jurisdiction and the Division, the Department or District may receive reimbursement for services provided during extended attacks within their own service area, provided those services fall outside the established budget of the District or Department.
7. The Department or District shall also be reimbursed for fires on state or federal wildlands within its geographical boundaries or service area, when the jurisdictional agency has been informed of the wildland fire and the jurisdictional agency requests Department or District support. Notwithstanding, suppression action may occur in order to protect the Department or District's jurisdiction or neighboring jurisdictions without notification to the jurisdictional agency, in this case there is no reimbursement under this MOU.
8. Resources will be tracked by the local Interagency Fire Center through systems such as IROC or WildCad (InFORM). Resources covered under this MOU shall comply with ICS/NIMS demobilization procedures and not "self-demobilize" from the assigned incident.
9. Radio communications equipment standards under this MOU shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
10. Staffing of ordered equipment shall follow the standard staffing identified in the Fire Department Rate Agreement. Staffing that exceeds the standard staffing identified in the Fire Department Rate Agreement or extra personnel must be approved by the Duty Officer at the time of the dispatch request.
11. Cost to Government rates for personnel, decided upon by UWCAC, may be utilized in place of standard personnel rates by Department or Districts. Updates to rates must be submitted annually outside of the statutory fire season (June 1st - October 31st). Additional updates to cost to government rates may be made only if time allows.
12. Support and Command vehicles are only eligible for compensation on a case-by-case basis and if ordered and/or approved by the Division. In order to be eligible for compensation, Support and Command vehicles must appear on the Department or District's Fire Rate Agreement.
13. Payment to the Department or District will be made for services rendered. The Division will not be responsible for any payment or distribution of funds to individuals or entities other than the Party(ies) to this MOU.
14. The Department or District will be reimbursed as set forth in the Fire Department Rate Agreement.
15. Equipment under the Fire Department Rate Agreement is not eligible to receive reimbursement for loss, damage, or destruction due to ordinary wear and tear. Damage resulting from driver/operator negligence or poor maintenance will be the responsibility of the Department or District.

16. Consumable supplies such as, but not limited to, foam concentrate, MREs, or backfiring fusees may be replaced by the incident through a General Message Form (ICS-213) subject to approval by the line supervisor or Duty Officer representative.
17. Fire department personnel party to this MOU, are eligible for 3 days (up to 30 hours, and no more than 10 hours per day) of paid Rest and Recovery (R&R) after an assignment of fourteen or more consecutive days excluding travel to and from assignment outside their area of jurisdictional responsibility. R&R must occur on the days immediately following the assignment and may not be requested on regularly scheduled days off. Schedules may be requested by the Division to verify days off. The cost of R&R will be charged to the last ordering incident worked. Personnel cannot claim R&R pay while claiming pay for any other shift or work at the same time.
18. NWCG mandates that personnel receive adequate rest between wildland fire assignments. However, the local entity has the discretion to choose whether returning personnel will take R&R or work at their home unit upon completion of an assignment.
19. This MOU may be modified only by written amendment, signed by the Parties.
20. Under the Master Agreement between the Division and its Federal partners, the Division does not have the authority to allow for the use of Supplemental Fire Department Resources through this MOU. There will be no reimbursement for Supplemental Resources.
21. Any Party may terminate this agreement by written notice, thirty (30) days in advance of the effective date of such termination.
22. The Parties' performances under this MOU shall be without discrimination as to race, color, creed, sex, or national origin.
23. All notices required by this MOU shall be in writing delivered to the person and address specified below or to such other persons or addresses as the Parties may designate.
24. Execution of this MOU by a Department or District constitutes acceptance of rates as described in the annual publication of the *Fire Department Manual and Rates*.

SIGNATURES

Department or District: Brigham City Fire	Division of Forestry, Fire and State Lands
Address: 20 North Main Street Brigham City Utah, 84302	Address: 1789 N. Research Parkway Suite 104 North Logan Utah 84341
Phone #: 435-734-6612	Phone #: (385) 245-4607
Authorized Agent: D.J.Bott, Mayor	Authorized Agent: Tracy Swenson, Area Manager
Authorized Signature:	Authorized Signature:
Date:	Date:
This UWRMOU was approved as to form without modifications by Connor Arrington, Assistant Attorney General, on May 1, 2026.	

Participating Entity Representative: _____

Date: _____

List of Appendices:

- A. Department or District Jurisdictional Boundary Map (provided by District or Department)
- B. Fire Department Rate Agreement

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

1. INITIATED BY: Derek Oyler
2. DEPARTMENT OR DIVISION: Mayor's Office
3. DATE INITIATED: 7/21/26
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
Update to Employee Policy Chapter 9-6 "Paid Holidays" and 9-17 "Education Assistance"

5. ESTIMATED TIME NEEDED: 5 min

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

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

<u>Date</u>	<u>Name</u>	<u>Signature</u>	<u>Attachment</u>
<u>07-21-2026</u>	<u>Derek Oyler</u>		<u>X</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

9. MAYOR'S SIGNATURE:





Discretionary leave must be approved by the employee's supervisor and shall be limited to four (4) hours of time off per day.

This policy is only applicable to Fair Labor Standards Act (FLSA) exempt employees.

9-5 Voluntary Donation of Annual and Personal Leave

Full-time employees may donate annual and personal leave hours for use by another employee upon approval by the department head and the City Administrator. Such donation of annual and/or personal leave is intended for infrequent use by another employee who has been approved for FMLA leave who has exhausted all forms of paid leave. Full-time employees not eligible for FMLA leave may be approved to receive donation of leave time for extenuating circumstances.

The employee's request for donation must be submitted in writing along with the anticipated hours needed and certification by a physician (if for a medical reason). The donating employee must maintain a minimum of 40 hours annual and 40 hours personal leave for himself/herself. The names of the requesting and donating employees will be kept confidential.

The donating employee must complete a voluntary annual and/or personal leave donation request form and submit it to the department head. Each hour donated will be converted hour by hour and then converted to the recipient's wage. For example, if the donating employee donates 2 hours, the recipient will receive 2 hours of leave multiplied by the recipient's current wage rate. At the completion of the medical leave, any unused donated hours will be returned to the contributing employee on a pro-rated basis.

9-6 Paid Holidays

Any days designated as paid holidays by the City Council shall be considered legal holidays for employees. The following thirteen (13) holidays are designated by the City Council: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Pioneer Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Full-time regular employees shall receive holiday pay equal to their regularly scheduled hours for that day, up to their normal scheduled shift.

Fire personnel working 48/96 shifts shall receive 12 hours of holiday pay for designated holidays.

Christmas Eve:

An additional 4 hours of holiday pay will be granted to employees when Christmas Eve falls on Monday through Thursday. All City offices will close at 12:00 p.m. Employees working on a scheduled Christmas Eve shift on Friday, Saturday or Sunday will be granted an additional 4 hours of holiday pay.

Holidays falling on a Saturday shall be observed during the preceding workday and holidays falling on a Sunday shall be observed the following workday. Employees shall not receive both holiday pay and annual or personal leave pay on a designated holiday.



At the discretion of the department head, an employee scheduled to work on a holiday may receive holiday pay plus their regular pay or may bank the holiday leave hours. The banked holiday leave hours must be used not later than the end of the following pay period during which the holiday falls, unless a written department policy has been approved by the Mayor, City Administrator and Payroll Coordinator.

Non-Exempt Employees

Each year, prior to June 30, non-exempt employees shall receive payment for up to 24 hours of accrued banked holiday leave at 100%. Any accrued banked holiday leave in excess of 24 hours shall not be paid and shall be forfeited.

Per the Fair Labor Standards Act (FLSA), exempt employees are not eligible for pay out of banked holiday leave hours.

Fire Department Employees Working a 48/96 Schedule

Each year, prior to June 30, fire department employees working a 48/96 schedule shall receive payment for up to 48 hours of accrued banked holiday leave at 100%. Any accrued banked holiday leave in excess of 48 hours shall not be paid and shall be forfeited.

9-7 Bereavement Leave

Bereavement leave is time off with pay granted to full-time employees who suffer the loss in their immediate family. The immediate family means relatives of the employee or spouse, including in-laws, step-relatives, legal guardians, or equivalent relationship as follows:

- Up to five (5) days may be granted for the death of an employee's spouse or child.
- Up to three (3) days may be granted for the death of an employee's parent, spouse's parent, sibling, brother-in-law, sister-in-law, grandparent or grandchildren.
- Up to three (3) days may be granted for the end of an employee's pregnancy by way of a miscarriage or stillbirth; or following the end of another individual's pregnancy by way of miscarriage or stillbirth if:
 - the employee is the individual's spouse or partner; or
 - the employee is the individual's former spouse or partner, and the employee would have been a biological parent of a child born as a result of the pregnancy; or
 - the employee is able to provide documentation that they were the intended adoptive parent of a child born as result of pregnancy; or
 - the employee would have been a parent of a child born as result of pregnancy under a valid gestational agreement in accordance with UCA 78B-6-103.
- Fire personnel working 48/96 shifts will be granted 48 hours bereavement leave.

Additional bereavement leave, at the discretion of Human Resources or City Administrator, may be granted for extenuating circumstances.



Discretionary leave must be approved by the employee's supervisor and shall be limited to four (4) hours of time off per day.

This policy is only applicable to Fair Labor Standards Act (FLSA) exempt employees.

9-5 Voluntary Donation of Annual and Personal Leave

Full-time employees may donate annual and personal leave hours for use by another employee upon approval by the department head and the City Administrator. Such donation of annual and/or personal leave is intended for infrequent use by another employee who has been approved for FMLA leave who has exhausted all forms of paid leave. Full-time employees not eligible for FMLA leave may be approved to receive donation of leave time for extenuating circumstances.

The employee's request for donation must be submitted in writing along with the anticipated hours needed and certification by a physician (if for a medical reason). The donating employee must maintain a minimum of 40 hours annual and 40 hours personal leave for himself/herself. The names of the requesting and donating employees will be kept confidential.

The donating employee must complete a voluntary annual and/or personal leave donation request form and submit it to the department head. Each hour donated will be converted hour by hour and then converted to the recipient's wage. For example, if the donating employee donates 2 hours, the recipient will receive 2 hours of leave multiplied by the recipient's current wage rate. At the completion of the medical leave, any unused donated hours will be returned to the contributing employee on a pro-rated basis.

9-6 Paid Holidays

Any days designated as paid holidays by the City Council shall be considered legal holidays for employees. The following thirteen (13) holidays are designated by the City Council: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Pioneer Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. An additional 4 hours of holiday will be granted to employees when Christmas Eve is on a weekday (Monday-Thursday). All City offices will close at 12:00 p.m. Only full-time regular employees shall receive pay for designated holidays; receive holiday pay equal to their regularly scheduled hours for that day, up to their normal scheduled shift. Fire personnel working 48/96 shifts shall receive 12 hours of holiday pay for designated holidays.

Christmas Eve:

An additional 4 hours of holiday pay will be granted to employees when Christmas Eve is Monday through Thursday. All City offices will close at 12:00 p.m. Employees working on a scheduled Christmas Eve shift on Friday, Saturday or Sunday will be granted an additional 4 hours of holiday pay.

Public Safety: Public safety employees working on a scheduled Christmas Eve shift on Friday, Saturday or Sunday will be granted an additional 4 hours of

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holiday.

~~Fire personnel working 48/96 shifts shall receive 12 hours of holiday pay for designated holidays.~~

Holidays falling on a Saturday shall be observed during the preceding workday and holidays falling on a Sunday shall be observed the following workday. ~~Any full-time employee who works on a holiday shall be given compensation as specified in Chapter 12-10 Compensatory Time.~~ Employees shall not receive both holiday pay and annual or personal leave pay on a designated holiday ~~unless approved by the City Administrator and Mayor.~~

At the discretion of the department head, ~~an~~ employees ~~whose day off is on a holiday or are~~ scheduled to work on a holiday, may receive holiday pay plus their regular pay or may ~~bank the holiday leave hours be required to take the designated holiday off as soon as staffing requirements permit.~~ The ~~carry-over~~banked holiday leave hours must be used not later than the end of the following pay period during which the holiday falls, unless a written department policy has been approved by the Mayor, City Administrator and Payroll Coordinator.

Non-Exempt Employees

~~Each year, prior to June 30, non-exempt employees shall receive payment for up to 24 hours of accrued banked holiday leave at 100%. Any accrued banked holiday leave in excess of 24 hours shall not be paid and shall be forfeited. Fair Labor Standards Act (FLSA) exempt employees are not eligible for pay out of banked holiday leave hours.~~

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Fire Department Employees Working a 48/96 Schedule

~~Each year, prior to June 30, fire department employees working a 48/96 schedule shall receive payment for up to 48 hours of accrued banked holiday leave at 100%. Any accrued banked holiday leave in excess of 48 hours shall not be paid and shall be forfeited. Employees will have all unused holiday hours paid out in full annually prior to June 30th. Fair Labor Standards Act (FLSA) exempt employees are not eligible for pay out of unused holiday hours.~~

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9-7 Bereavement Leave

Bereavement leave is time off with pay granted to full-time employees who suffer the loss in their immediate family. The immediate family means relatives of the employee or spouse, including in-laws, step-relatives, legal guardians, or equivalent relationship as follows:

- Up to five (5) days may be granted for the death of an employee's spouse or child.
- Up to three (3) days may be granted for the death of an employee's parent,



1. Inform your Supervisor and Human Resources Department of the dates you plan to take Parental Leave. A two-week lead time would be preferred but is not required.
2. Complete and sign the Parental Leave Form – which can be provided by Human Resources. Provide the completed form along with supporting documentation to Human Resources.
 - a. **For a birth:** provide a copy of the hospital birth record.
 - b. **For adoptions or foster placement:** provide proof of adoption/placement (documentation from a Court, Agency, and/or Attorney)
3. Human Resources will submit the Parental Leave Form to Payroll. The hospital birth record or proof of adoption/placement should be kept in the employee's file (do not submit with the Parental Leave Form).

Payment: Upon qualifying for Parental Leave, employees will be paid in accordance with Brigham City Corporation payroll dates and practices. All current withholdings will remain the same during the leave.

- the City will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid annual leave or paid personal leave.
- if a holiday occurs while the employee is on paid parental leave, such days will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
- if the employee is on paid parental leave when the City offers administrative leave (known as an "admin day"), that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.
- an employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

9-16 Unemployment Compensation Benefits

The determination of eligibility for unemployment compensation benefits, the amount of the benefits, and the duration of payments, if any, is made by the Utah Department of Workforce Services, according to statutes, regulations and case law decisions. Questions regarding unemployment compensation benefits should be directed to the Utah Department of Workforce Services.

9-17 Education Assistance

~~The City encourages its employees to continually update and increase their level of education. To further this, the City will give financial assistance in the form of reimbursement as funding is available and approved by the City Council to full-time employees enrolled in City approved educational programs of direct benefit in aiding the employee to improve performance and skills in his/her position with the City. To this end, tuition will be paid for successful completion of classes or courses of direct benefit at~~



90% for an A grade, 75% for a B grade, and 50% for a C grade. If the course is only offered as pass/fail/complete, the employee will be paid 50% for a pass/complete. Reimbursement will normally not exceed 6 credit hours per semester up to a maximum of \$6,000 for undergraduate classes and \$8,000 for graduate classes each fiscal year. Reimbursement will only be made for costs which are not covered under any other grant/scholarship funds.

Fire personnel who have completed the required prerequisites for paramedic school may be eligible for education assistance if there are open full-time paramedic positions and the funding is available. Fire personnel employees will be reimbursed for course expenses upon completion of the program and State of Utah paramedic certification.

Application Process. Any full-time employee enrolling in a course under this policy must have advance written approval of the department head/supervisor and City Administrator prior to taking the course. Forms can be obtained on the City intranet site under "forms." The records shall be kept in the City's electronic filing system. Courses must not interfere with the employees' normal work hours.

Upon completion of the class/course, the employee must submit to the Mayor's Office the evidence of the grade received or passed for pass/fail/complete courses and a verified statement of tuition for reimbursement with supporting receipts and evidence of payment. The only classes/courses which will be approved are those which are job related or determined by the department head/supervisor to improve skills on the job. Courses towards a degree or certification that are not directly job related or required for the job will not be approved.

Repayment Upon Termination. Employees who apply for educational assistance will agree (by signing the application) that if they voluntarily or involuntarily (other than Reduction in Force) leave the employ of the City before working 24 months after participating in this program, they will repay the City on a prorated basis the tuition, fees and other similar costs which were reimbursed and/or advanced to them during the previous 24 months. This will be deducted from his/her final paycheck.

Employees who voluntarily terminate employment with Brigham City Corporation, or who are involuntarily terminated for cause prior to completion of a class/course, will not be reimbursed for any expenses and must repay the City for any education assistance received within the previous 24 months.

Employees who are not able to remain actively employed for reasons beyond their control (such as disability, reduction in force, or a spouse who accepts a position out of state) will not be required to make repayment.

Education Assistance for employees is available as long as funds budgeted to this program are available. Employees must apply each calendar year for classes taken in that year.

In addition to the foregoing Repayment terms, fire personnel will be required to repay the City for any class time, clinical shifts and/or laboratory shifts completed while on duty.