



**NOTICE AND AGENDA
BRIGHAM CITY COUNCIL MEETING**

Thursday, October 2, 2025 6:00 PM
City Council Chambers, 20 North Main

To View Live Meeting Visit:

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

Thought, Reading, or Invocation: By Invitation
Pledge of Allegiance

6:03 CONSENT

1. Approval of September 18, 2025 City Council Meeting Minutes

6:05 EMPLOYEE RECOGNITION

1. New Hires in Library and Public Works
2. Oath Of Office For Police Officers

6:15 SCHEDULED DELEGATION

1. Utah Inland Port Authority Update on the Golden Spike Project Area – Stephanie Pack

6:25 PUBLIC COMMENTS ¹ *(Per Utah Code, Council will receive input only, no decision can be made)*

6:30 COUNCILMEMBER COMMENTS

6:35 DISCUSSION ITEMS

1. Financing of Natural Gas Peaking Plant – Tom Kotter

6:45 ACTION ITEMS

1. Approval of Cardamine Village Townhome PUD Located At 1255 North Main – Zane Billings
2. Approval of Resolution To Participate in the Freemont Solar and Battery Project In Iron County – Tom Cooper
3. Approval of IPSA Mutual Aid Agreement – Tom Cooper
4. Consideration of Ordinance Amending Chapter 30.040 Regarding Appeals By An Administrative Law Judge – Derek Oyler

7:25 CONSIDERATION TO ENTER A CLOSED SESSION PURSUANT TO ONE OR MORE OF THE PROVISIONS OF THE UTAH OPEN AND PUBLIC MEETINGS ACT 52-4-205(1)

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 October 1, 2025.

Kristina Rasmussen, City Recorder

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

35 **Mayor Bott** – Reported on the 9/11 Day of Service projects across the city, highlighting one Latter-day
36 Saint stake’s cleanup at four homes. Approximately 350 volunteers participated, filling seven city
37 dumpsters (emptied and with requests for additional units). The Mayor plans to follow up for exact
38 volunteer hours and counts. He thanked community members and noted City employee participation
39 within the stake boundaries. The Mayor also mentioned new trees planted at Watkins Park (observed
40 about 13 on the south side) to restore shade removed for a recent road project.

41 **ACTION ITEMS**

42 **Consideration of Resolution authorizing Brigham City to enter into a participation agreement with**
43 **Utah Inland Port Authority and Nucor Towers and Structures**

44 City Attorney Nicole Cottle (remote) provided background on the participation agreement within the
45 Utah Inland Port Authority (UIPA) project area. She explained that UIPA’s property tax differential tools
46 help finance significant upfront infrastructure needs—especially power infrastructure—tied to the
47 Nucor Towers & Structures project. The City previously bonded for infrastructure including the Watery
48 Lane electrical substation; tax differential funds routed through UIPA to Brigham City will be used for
49 debt service on the substation. The agreement further provides that if tax differential receipts are
50 insufficient in a given year, Nucor will make up the shortfall so that the City’s debt service is fully
51 covered. Cottle emphasized the long-term structure of this backstop and noted the power investment
52 also benefits future City needs beyond the Nucor load.

53 **City Administrator, Derek Oyler, Clarifications:**

- 54 • Identified a typo in the exhibits (completion date listed as “20227” should be 2027); staff will
55 correct it.
- 56 • Requested administrative authority to update exhibit cost figures as actual bids arrive, since
57 many substation component bids are only valid for ~30 days; site and ground work are already
58 underway.
- 59 • Explained bond composition: the utility bond included multiple projects; Nucor is responsible for
60 ~66% of the substation cost (with ~33% reserved by the City for future area expansion). Tax
61 differential flows address the City’s substation share; other bond projects follow their own
62 funding.

63 **Council Discussion:**

- 64 • Confirmed mechanics of the annual accounting and Nucor shortfall coverage.
- 65 • Confirmed the exhibit-update authority for the City Administrator as actual costs finalize.
- 66 • Agreed to correct the completion date typo.

67 **Motion:**

68 Councilmember Troxell moved to approve the resolution authorizing Brigham City to enter into a
69 participation agreement with Utah Inland Port Authority and Nucor Towers and Structures. Seconded by
70 Councilmember Jeffries.

71 Councilmember Jeffries – Aye; Councilmember Troxell – Aye; Councilmember Jensen – Aye;
72 Councilmember Hipp – Aye

73 **Consideration of Resolution authorizing a fee for the recovery of costs for fire and ambulance services**

74 The Mayor invited Finance Director Tom Kotter and Fire leadership to present on the proposed
75 resolution related to recovery of fire and ambulance service costs. At the outset, staff recommended

76 that the Council table the item, explaining that additional outreach to neighboring municipalities and
77 further due diligence were still needed before action should be taken.

78 Mr. Kotter began by describing the growing service demand placed on Brigham City. He noted that call
79 volumes are increasing across a large geographic area—including Brigham City itself, surrounding
80 municipalities, and unincorporated parts of the County—while the costs of equipment and personnel
81 continue to rise. As an example, he referenced the City’s recent repair of an ambulance that cost over
82 \$400,000.

83 Kotter reviewed the most recent fiscal-year data: Brigham City’s Fire and EMS responded to 2,706
84 incidents, with about 74% occurring inside the City. Based on budget figures, he explained, Brigham City
85 currently subsidizes Fire/EMS operations at roughly \$3.2 million annually. Assigning 74% of that cost to
86 City residents leaves approximately \$800,000 attributable to outside users. When facility costs—
87 estimated at another \$600,000—are factored in, the effective cost of providing services beyond City
88 boundaries reaches about \$1.4 million. The intent, Kotter stressed, is not to withdraw services, but to
89 ensure a fair and transparent system so Brigham City residents are not disproportionately subsidizing
90 regional needs.

91 Staff then outlined the proposed methodology for allocating costs. Drawing on the Box Elder County
92 consolidation feasibility study, the approach would blend three factors—call volume, population, and
93 taxable value—to determine each jurisdiction’s share. The City’s preference is to negotiate interlocal
94 agreements with partner cities. If such agreements cannot be reached, staff may return with a proposal
95 for an availability charge to reflect the real cost of maintaining 24/7 readiness.

96 At this point, Fire leadership joined the discussion. They explained the distinction between automatic
97 aid and mutual aid. Automatic aid, they said, is triggered immediately by dispatch and sends multiple
98 departments at once, while mutual aid requires a request and can be declined if resources are
99 unavailable. Brigham City is working to update its outdated agreements so they better reflect current
100 practices. The City’s goal is to maintain true mutual aid while also establishing reciprocal availability
101 charges, especially with Willard and Corinne, so that when one agency assists the other, each can bill
102 appropriately.

103 Turning to EMS coverage, staff reminded the Council that Brigham City holds a state-licensed ground
104 transport area far larger than its own city limits—stretching westward to Promontory Point. Under HB
105 215, governmental entities are now explicitly responsible for EMS service. Brigham City’s current EMS
106 contract runs for two more years from this past August. During that time, the City will continue to serve
107 the entire licensed area while negotiating for partner jurisdictions to contribute their proportionate
108 share. If agreements cannot be reached by the end of the contract term, state law requires that the
109 service be opened to RFP.

110 Billing practices were also addressed. Staff explained that HB 301 sets maximum rates for EMS services
111 across Utah, creating a level playing field between public and private providers. The legislation recently
112 rolled supply charges into the base rate, though this change has created new challenges and will likely
113 be revisited in the legislature. Regardless, they noted, insurance reimbursements seldom equal the
114 billed amount, which is another reason Brigham City faces structural shortfalls.

115 Fire leadership addressed questions about privatization, acknowledging that private ambulance
116 providers exist but warning that outsourcing EMS across such a large rural geography could reduce local
117 control over response times and service quality. Brigham City’s current response time averages five to
118 six minutes in its core area, a standard staff called nationally competitive, and maintaining that
119 readiness requires significant ongoing investment in facilities, training, staffing, and equipment.

120 During Council discussion, members raised several points:

- 121 • How equity would be maintained among jurisdictions,
- 122 • The scope of facility costs and the historical general obligation bond that funded the fire station,
- 123 • The role of the County in broader planning,
- 124 • How interfacility hospital transfers are counted (staff confirmed those originating inside Brigham
- 125 City are included in the City's own EMS volume), and
- 126 • The importance of preserving mutual aid agreements while modernizing outdated language.

127 In closing, staff reiterated their request that the Council table the resolution so they could continue
128 outreach with partner jurisdictions and bring the matter back after further coordination.

129 **Motion:**

130 Councilmember Jensen made a motion to table the resolution to a later date. Seconded by
131 Councilmember Hipp.

132 Councilmember Jeffries – Aye; Councilmember Troxell – Aye; Councilmember Jensen – Aye;
133 Councilmember Hipp – Aye;

134 At 6:55 PM a motion was made to by Councilmember Jensen to move into a closed session to discuss
135 pursuant to one or more of the provisions of the Utah Open and Public Meetings Act 52-4-205(1). The
136 motion was seconded by Councilmember Jeffries and carried out unanimously.

137 Councilmember Jeffries – Aye; Councilmember Troxell – Aye; Councilmember Smith – Aye;
138 Councilmember Jensen – Aye; Councilmember Hipp – Aye

139 At 9:06 PM the meeting returned to open session. Councilmember Jensen made a motion to
140 adjourn. The motion was seconded by Councilmember Hipp and carried out unanimously.

141 Councilmember Jeffries – Aye; Councilmember Troxell – Aye; Councilmember Smith – Aye;
142 Councilmember Jensen – Aye; Councilmember Hipp – Aye

143 *The undersigned duly appointed Recorder for Brigham City Corporation hereby certifies that the foregoing*
144 *is a true, accurate and complete record of the September 18, 2025 City Council Meeting.*

145
146 *Dated this 6th of October, 2025.*

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Kristina Rasmussen, City Recorder

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**CLOSED SESSION
OF THE BRIGHAM CITY COUNCIL
September 18, 2025
6:55 P.M.**

| | | |
|----------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| PRESENT: | D.J. Bott Dave Hipp Matthew Jensen Dave Jeffries Robin Troxell | Mayor Councilmember Councilmember Councilmember Councilmember |
| ALSO PRESENT: | Kristina Rasmussen Nicole Cottle Tom Kotter Derek Oyler Jeremy Poppleton Chad Reyes Brandon Thueson | City Recorder City Attorney – <i>via Zoom</i> Finance Director City Administrator Assistant Fire Chief Police Chief Fire Chief |
| EXCUSED: | Ryan Smith | Councilmember |


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, September 18, 2025, 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 9:06 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: September 24, 2025

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
Camron Erickson - Library
Associate Librarian

Lane Velasquez - Public Works
Waste Water Treatment - Equipment Operator

5. ESTIMATED TIME NEEDED: 3-5 minutes


6. PROPOSED DATE FOR COUNCIL ACTION: October 02, 2025

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

| <u>Date</u> | <u>Name</u> | <u>Signature</u> | <u>Attachment</u> |
|-----------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| August 12, 2025 | Angie Johnsen |  <small>Key: 322521ea-7128-4235-1452a-a3b5093a3b1e</small> | |
| | | | |

9. MAYOR'S SIGNATURE:


Key: 6026b60c-e683-440c-b016-b310b4e1b21c

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

1. INITIATED BY: Marlina Gilbert
2. DEPARTMENT OR DIVISION: Police
3. DATE INITIATED: 23 September, 2025
4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):

Administer oath of office for two police officers. Kevin Bennett and Robert Palmer

5. ESTIMATED TIME NEEDED:
Ten (10) minutes.
6. PROPOSED DATE FOR COUNCIL ACTION:
02 October, 2025
7. EXPLANATION OF DEADLINE, IF APPLICABLE:
N/A

8. REVIEW

| <u>Date</u> | <u>Name</u> | <u>Signature</u> | <u>Attachment</u> |
|----------------|-----------------|------------------|-------------------|
| <u>23SEP25</u> | <u>C. KEYES</u> | <u>C. Keyes</u> | <u></u> |
| <u></u> | <u></u> | <u></u> | <u></u> |

9. MAYOR'S SIGNATURE:



**REQUEST TO APPEAR
BEFORE THE BRIGHAM CITY COUNCIL**

MEETINGS ARE HELD THE 1ST AND 3RD THURSDAY OF EACH MONTH AT 6PM. What is your preferred date to appear before the council? October 2nd, 2025

NAME: Stephannie Pack

FULL ADDRESS: 60 E S Temple St #600, Salt Lake City, UT 84111

PHONE NUMBER: 435-799-5973

EMAIL: stephanie.pack@utah.gov

PLEASE GIVE A DETAILED DESCRIPTION OF YOUR REQUEST.

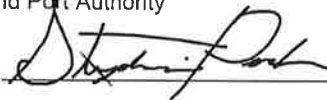
The Utah Inland Port Authority has a statutory obligation to generate annual reports of our project area activities and provide updates periodically to the legislative bodies that participate in the project areas. We are looking to present an update on the Golden Spike Project Area to the Brigham City Council and answer any questions they have about the Project and the activities We've engaged in in Brigham City.

WILL YOU BE ASKING THE COUNCIL FOR ANY ASSISTANCE, FINANCIAL OR OTHERWISE?

No, this will be purely informational.

IF YOU ARE REPRESENTING AN ORGANIZATION OR BUSINESS PLEASE ENTER THE NAME: The Utah Inland Port Authority

Requester Signature



For City Use Only:

Approvals:

City Administrator:



Mayor:

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

1. INITIATED BY: Zane Billings

2. DEPARTMENT OR DIVISION: Community & Economic Development

3. DATE INITIATED: 9/17/25

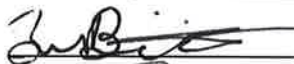

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
Cardamine Village Townhome PUD located at 1255 North Main Street. Garth Day, Heritage Land Development

5. ESTIMATED TIME NEEDED: 10 minutes

6. PROPOSED DATE FOR COUNCIL ACTION: 10/2/25

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

8. REVIEW

| <u>Date</u> | <u>Name</u> | <u>Signature</u> | <u>Attachment</u> |
|------------------|----------------------|---------------------------------------------------------------------------------------------|-------------------|
| <u>9/17/25</u> | <u>Zane Billings</u> | <u></u> | <u>✓</u> |
| <u>9/17/2025</u> | <u>Paul Larsen</u> | <u></u> | <u>✓</u> |

9. MAYOR'S SIGNATURE:





CITY ATTORNEY
LEGAL DOCUMENT REVIEW

Document Name: Cardamine Village Townhome PUD

Name of Person Requesting Legal Review: Zane Billings

Date Sent: September 17, 2025 Review Date Deadline: September 19, 2025

Reviewed by Attorney: Nicole Cottle Date: 9/17/25

Reviewed and acceptable as submitted
 See suggested changes

Returned to: Zane Billings Date: 9/17/25

Accepted as Received

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

Reviewed by Mayor's Office: _____


Derek Oyler, City Administrator



MEMORANDUM

To: Mayor Bott, City Council Members
From: Zane Billings, Assistant City Planner
Subject: Cardamine Village Townhome PUD (Application #25-057)
Date: September 17, 2025

City Council Agenda:
October 2, 2025

Overview:

Heritage Land Development is proposing a Planned Unit Development (PUD) for Cardamine Village located at 1255 North Main Street. The project would establish a townhome community on approximately 4.5 acres, with a layout that includes 35 townhomes providing both front and rear loaded units organized with shared open space, internal streets, and connectivity to adjacent properties. See attached site plan and Elevations.

This proposal is also tied to future roadway and infrastructure improvements along North Main Street. UDOT has denied direct access to Main Street at this location, making internal connectivity essential. Heritage Land Development has coordinated with the City and adjacent property owners to ensure roadway and utility connections are in place as the area develops. The project will also provide internal circulation designed to accommodate emergency access and connections with adjacent developments. Per the Engineering Division's comments, the originally planned 12-foot sidewalk along Main Street will not be constructed; instead, the frontage improvements will mirror those previously approved for the adjacent Visionary Homes project.

Planning Commission Recommendation:

The Planning Commission held a public meeting on September 16, 2025, and recommended approval to the City Council (5-0 vote) for the Cardamine Village Planned Unit Development located at 1255 North Main Street. The recommendation was based on staff comments, recommendations, stipulations, and the noted findings of fact as outlined in the Staff Evaluation.

Attachments:

1. Staff Evaluation dated September 11, 2025 with exhibits

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

APPLICANT: Garth Day, Heritage Land Development
PROPERTY OWNER: Heritage Land Holdings
LOCATION: 1255 N. Main
PARCEL NO: 03-081-0020

APPLICATION NO.: 25-056/57
AREA: ~ 4.5 Acres
ZONING DISTRICT: R-M-7
DATE: September 11, 2025

PLANNING COMMISSION MEETING: September 16, 2025
APPLICATION TYPE: Administrative/Legislative
PLANNING COMMISSION ROLE: Land Use Authority – Conditional Use
Recommending Body to City Council - PUD

NATURE OF REQUEST:

1. Conditional Use Permit Application
2. Planned Unit Development (PUD) Application

OVERVIEW:

Heritage Land Development (applicant: Garth Day) proposes a Planned Unit Development (PUD) at 1255 N Main Street in the R-M-7 district, where a PUD is permitted through the Conditional Use Permit (CUP) process. The project was initially proposed at 30 units but has expanded to 35 townhomes following the removal of a previously planned substation from the site. The development covers 4.51 acres and includes 2.06 acres of usable open space with landscaped areas and walking paths connecting to adjacent subdivisions. Parking will be provided through two-car garages, 22–25 foot driveways, and guest stalls at a ratio of one per three units. A six-foot vinyl privacy fence is proposed adjacent to single-family uses. Public notices were sent to owners within 300 feet in accordance with city requirements.

Item A — Conditional Use Permit (CUP #25-056). The CUP would authorize the PUD and associated design flexibility, subject to compatibility with surrounding development. Staff review focuses on site layout and circulation, access, parking (including guest stalls), landscaping/buffering, open space/amenities, and architectural character/elevations as submitted.

Item B — Planned Unit Development (PUD #25-057). The subdivision establishes the plat framework to implement the approved PUD for 35 townhomes, including lot/unit configuration, common areas, private drives or access easements, and utility corridors, and ensures consistency with engineering, fire, and public works standards. *Note. The plat was submitted late, some were able to provide review comments with this evaluation while others did not see the plat or are working on the plat review comments.*

The two applications are combined under one Staff Evaluation where the review comments overlap. The Planning Commission will need to make separate motions where they serve as the Land Use Authority for the Conditional Use Permit application and the Recommending Body for the Planned Unit Development application.

STAFF COMMENTS:

Box Elder County Recorder's Office/GIS:

Date Received 9/17/2025

1. *The bearings and distances in the limited common area cross hatching are not legible.*
2. *Remove remainder parcel from the subdivision boundary. "Remainder parcel" is not a legal description. (Could be named "parcel a" or "tract a" if it must be included in the subdivision boundary.)*
3. *The street running north and south needs to be named*
4. *Should 1250 North be 1225 North instead?*
5. *Missing addresses*
6. *Private Roads or Driveways to access units 6-12 and 13-27 need to be named and labeled. They also need to have the bearings and distances labeled.*
7. *Include the area of each unit.*

Community & Economic Development Department:

General Comments/Site Design

1. The project density of 7.76 dwelling units per acre is allowed through the Planned Unit Development application and is supported by staff.
2. The front-loaded townhomes along the public street provide a driveway setback of twenty-five (25) feet.
3. The rear-loaded townhomes with access from a private street provide the minimum driveway setback of twenty-two (22) feet.
4. The guest parking requirement for 35 units is 8 spaces. 11 are being provided.
5. The applicant has distributed the guest parking as proportionally as possible due to constraints created by the road design. The applicant initially wanted to provide some guest parking by unit 27 (east side of 50 West) and by units 5 and 6 (north side of 1225 North) but there were concerns with safety backing out onto the street with a sharp bend and blind spots.
6. The proposed wrought iron fence on the east side of the subdivision will match the design and aesthetic of the adjacent Visionary Homes project to provide a seamless transition between developments.
7. Support 6' vinyl privacy fence along the north and west property lines (adjacent single-family lots). Support no fence along the south property line to create open space feel between projects and overhead power line access.
8. The stub street connection between Visionary Homes and Cardamine Village will be constructed as proposed, providing street and utility connectivity consistent with Brigham City standards.
9. Landscape Plan.
 - A. Provide an updated Landscape Plan for the overall project.
 - B. Recommend trees planted in the Main Street (Hwy 38) park strip to match North Point and additional trees between the sidewalk and townhome units facing Main Street to create a sound buffer.
 - C. The landscape plan should show the planting plan for areas between driveways and in the park strip.
10. All final civil drawings, utility plans, and landscape plans shall be reviewed and approved by the appropriate city departments prior to issuance of building permits.

Plat Review

11. Provide an updated Title Report with new/current ownership.
12. Show and reference easements as identified on the Title Report (see Schedule B – Part II #14 and 15).

13. What is the agreement referenced as Schedule B – Part II #13?
14. Relabel Remainder Parcel as Parcel A, include sq. ft./acreage and label as dedicated to UDOT. If UDOT prefers a different reference language, please label accordingly.
15. Show and label Main Street (Hwy 38) roadway dimension.
16. Correct 1250 North to 1225 North Street.
17. Label north/south stub road as 50 West Street (Public).
18. Label private lanes and include coordinate.
 - A. 1225 North Street (Private)
 - B. 50 West Street (Private)
 - C. 25 West Street (Private)
19. Show and label dimension of private lanes. Can show dimensions or label (Private – 26' Wide).
20. Show and label driveway dimensions.
21. Show and label the distance from closest south, east, and north units to property line.
22. Show a dashed line for the Guest Parking. See North Point Subdivision for example.
23. Include dashed line in legend and label as Guest Parking (Common Area)
24. For front loaded units (1-5, and 28-35), is the patio area included in the private ownership area? Provide a detail to show townhome footprint dimensions.
25. Although "Common Area" is an easement, please provide a specific access easement to the overhead power line west of unit #35. The City Power Department has requested a 20-foot-wide utility access easement and support the easement being green space.
26. Update Approval and Acceptance block. Leave date, month, and year open.
27. Update Owner's Dedication to match ownership of property. The County website shows as Heritage Land Holdings LLC. The updated Title Report should clarify correct owner entity.
28. Addresses. The following are the initial draft addresses for this development. An additional/final review will take place by our department and the GIS Specialist for verification with the next review:

| ADDRESS TABLE | |
|----------------------|-------------|
| Lot 1 | 90 W 1225 N |
| Lot 2 | 88 W 1225 N |
| Lot 3 | 86 W 1225 N |
| Lot 4 | 84 W 1225 N |
| Lot 5 | 82 W 1225 N |
| Lot 6 | 1237 N 50 W |
| Lot 7 | 1239 N 50 W |
| Lot 8 | 1241 N 50 W |
| Lot 9 | 1243 N 50 W |
| Lot 10 | 1240 N 50 W |
| Lot 11 | 1238 N 50 W |
| Lot 12 | 1236 N 50 W |
| Lot 13 | 34 W 1225 N |
| Lot 14 | 32 W 1225 N |
| Lot 15 | 30 W 1225 N |
| Lot 16 | 1234 N 25 W |
| Lot 17 | 1232 N 25 W |
| Lot 18 | 1230 N 25 W |
| Lot 19 | 1228 N 25 W |
| Lot 20 | 1180 N 25 W |
| Lot 21 | 1178 N 25 W |
| Lot 22 | 1176 N 25 W |
| Lot 23 | 1174 N 25 W |
| Lot 24 | 27 W 1225 N |

| | |
|--------|-------------|
| Lot 25 | 29 W 1225 N |
| Lot 26 | 31 W 1225 N |
| Lot 27 | 33 W 1225 N |
| Lot 28 | 77 W 1225 N |
| Lot 29 | 79 W 1225 N |
| Lot 30 | 81 W 1225 N |
| Lot 31 | 83 W 1225 N |
| Lot 32 | 85 W 1225 N |
| Lot 33 | 87 W 1225 N |
| Lot 34 | 89 W 1225 N |
| Lot 35 | 91 1225 N |

29. Provide an Engineer's Estimate for the City Engineer to review with the plat.
Construction Drawings
30. Change 1250 North to 1225 North. Include (Public).
 31. Change 90 West to 50 West. Include (Public).
 32. Label the private streets:
 - A. 1225 North Street (Private)
 - B. 50 West Street (Private)
 - C. 25 West Street (Private)
 33. Label fence type around perimeter/property line:
 - A. 6' Vinyl – West and North
 - B. Wrought Iron to match North Point – East
 - C. No fencing – South
 34. Provide Main Street (Hwy 38) dimensions and cross-section.
 35. Label Main Street (Hwy 38) sidewalk width and show transition with the new UDOT width standard.
 36. Provide the private street cross-sections.

Engineering Department:

1. We understand that an agreement with Visionary Homes, Brigham City, and Heritage Land Management is being drafted to formalize the responsibilities for the construction of 50 W. The plans from both developments should note each party's responsibilities for construction of improvements.
2. We did not see a plat drawing included with this submittal. A plat should be provide with future submittals for review.
3. The plat should show the proposed UDOT right-of-way.
4. The plat and construction drawings should indicate ownership and maintenance responsibilities for each utility including municipal utility easements where applicable. This should include:
 - a. Culinary water mains, valves, fittings, hydrants, and meters shall be publicly owned, maintained, and repaired by Brigham City Corporation. Individual unit owners shall own, maintain, and repair water service lines from the meter to, and inside their unit.
 - b. Secondary water mains, valves, fittings, and meters shall be publicly owned, maintained, and repaired by Brigham City Corporation. Individual unit owners shall own, maintain, and repair water service lines from the meter to, and inside their unit.
 - c. Sanitary sewer mains, manholes, and in-street cleanouts shall be publicly owned, maintained, and repaired by Brigham City Corporation. Individual unit owners shall own, maintain, and repair sewer service lines and cleanouts from the main line to, and inside their unit.
 - d. Storm drain main lines, catch basins, inlet/outlet structures, and manholes shall be publicly owned, maintained, and repaired by Brigham City Corporation.

- e. Street lighting and public power service structures, wiring, conduit, switchgear, transformers, meters, and electrical boxes shall be publicly owned, maintained, and repaired by Brigham City Corporation. Individual unit owners shall own, maintain, and repair electrical components from the meter to, and inside their unit.
 - f. The HOA shall own, maintain, and repair all surface improvements in the development including but not limited to all landscaping, irrigation systems, backflow preventers, roads and parking areas (asphalt, road base, and subbase), curbing, sidewalks, concrete flatwork, ADA ramps, and fences.
 - g. If any municipal public utility repairs, maintenance, or replacement are necessary, damaged surface improvements owned by the HOA shall be replaced at the HOA's cost.
5. Our office emailed a plan showing the improvements to be completed on Main Street. This included 68' of asphalt, 30" curb and gutter, a 4' park strip, 12' sidewalk, and a 1' buffer to the property line. Please update plans accordingly on future submittals.
 6. The submitted geotechnical report showed groundwater depths as shallow as 3 feet. Units should be restricted on the plat for no basements.
 7. Please show a road cross-section of Main Street on the plans with surface improvement dimensions, asphalt, base, and subbase thickness.
 8. UDOT will need to approve the proposed improvements within Main Street.
 9. The TYPICAL 60' ROADS CROSS SECTION on Sheet 4 shows 3" asphalt, 6" road base, and 7" granular borrow. We are ok accepting this in lieu of the geotechnical report's recommendation for 3" asphalt and 8" road base over stabilized subgrade so long as a stabilized pavement structure is achieved considering the poor subsurface soils.
 10. Brigham City's Public Works Standards have now adopted the 2025 APWA mix design. This should replace the information shown under the TYPICAL 60' ROADS CROSS-SECTION on Sheet 4 of the construction drawings.
 11. We support the water main looping designed for the subdivision which connects to mains in 50 W and 1250 N.
 12. Please show the location of water laterals from the meter clusters near the roadway to the units. The location of the laterals should be planned to avoid future conflicts between unit owners if a service line leaks.
 13. Please review the fire hydrant location in the bulb and ensure it will not be in a direct snow plow storage area.
 14. Any existing irrigation service to the property should be piped to the previous outlet location.
 15. Any existing springs or land drains should be discharged to the new irrigation line west of the development unless this is not desired by downstream irrigators.
 16. If this development impacts any neighboring properties' irrigation service, the developer will need to receive written approval of the design.
 17. Storm water should not be discharged to irrigation ditches unless the developer receives written approval from the irrigation companies and Public Works.
 18. Our calculations show that a detention volume of 10,351 cubic feet as shown on Sheet 6 is adequate.
 19. The plans indicate that the floor of the detention basin will be about at existing ground level. With groundwater depths of 3 feet, this should avoid standing water in the basin.
 20. Please show an emergency overflow location and dimensions/elevations to direct pond overflow to the street.
 21. Please check the calculated orifice diameter. Our calculations show it should be closer to 3" diameter.
 22. Unless there is specific reasoning for discharging the detention basin outlet to the irrigation line on the west end of the subdivision, it should be discharged to the storm drain system in 1250 N.

Fire Department:

1. Recommend a hydrant be placed at the northside of the radius (east of unit 15 driveway) of the hammerhead for tactical reasons.

GIS Division:

1. Plat review comments are forthcoming.

Police Department:

1. No comments

Public Power Department:

1. Requesting a 20-foot easement along the West side to access overhead power pole.
2. Supporting easement area for green space.
3. Replacing wood pole (A527) 3rd pole to the West of Main Street to steel and relocating pole.
4. Supporting no fence between North Point and Cardamine Village subdivisions.
5. Replacing wood pole (A547) on Main Street to steel and shifting location.
6. Requesting developer submit final .dwg file.
7. Working on sharing costs with Heritage Land Development for the OH to UG line relocation along the Main Street frontage of Cardamine Village

Public Works Department:

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

1. The plans show the storm water connected to the irrigation line. That connection cannot be made to the irrigation line.
2. Stormwater SWPP required
3. Stormwater NOI required
4. Storm water connection permit required

PLANNING COMMISSION RESPONSIBILITY: TWO SEPARATE MOTIONS

Conditional Use Permit Application (#25-056)

1. The Planning Commission is the Land Use Authority for conditional use permit application.
2. The Planning Commission may approve, approve with reasonable conditions, request additional information to help make a final decision, or disapprove only if it does not meet development standards or cannot mitigate impacts.
3. The Planning Commission should be very specific in the motion to address what is expected with any conditions for approval.

Planned Unit Development (PUD) Application (#25-057)

1. The Planning Commission is the Recommending Body to the City Council for the planned unit development subdivision application.
2. The Planning Commission may recommend approval as is, approval with stipulations, denial, or request additional information to help make a recommendation.

STAFF RECOMMENDATIONS:

1. Support application subject to the noted stipulations.

STIPULATIONS:

1. Address the staff review comments and update the plans for a second review.
2. Address any requirements from the Planning Commission.

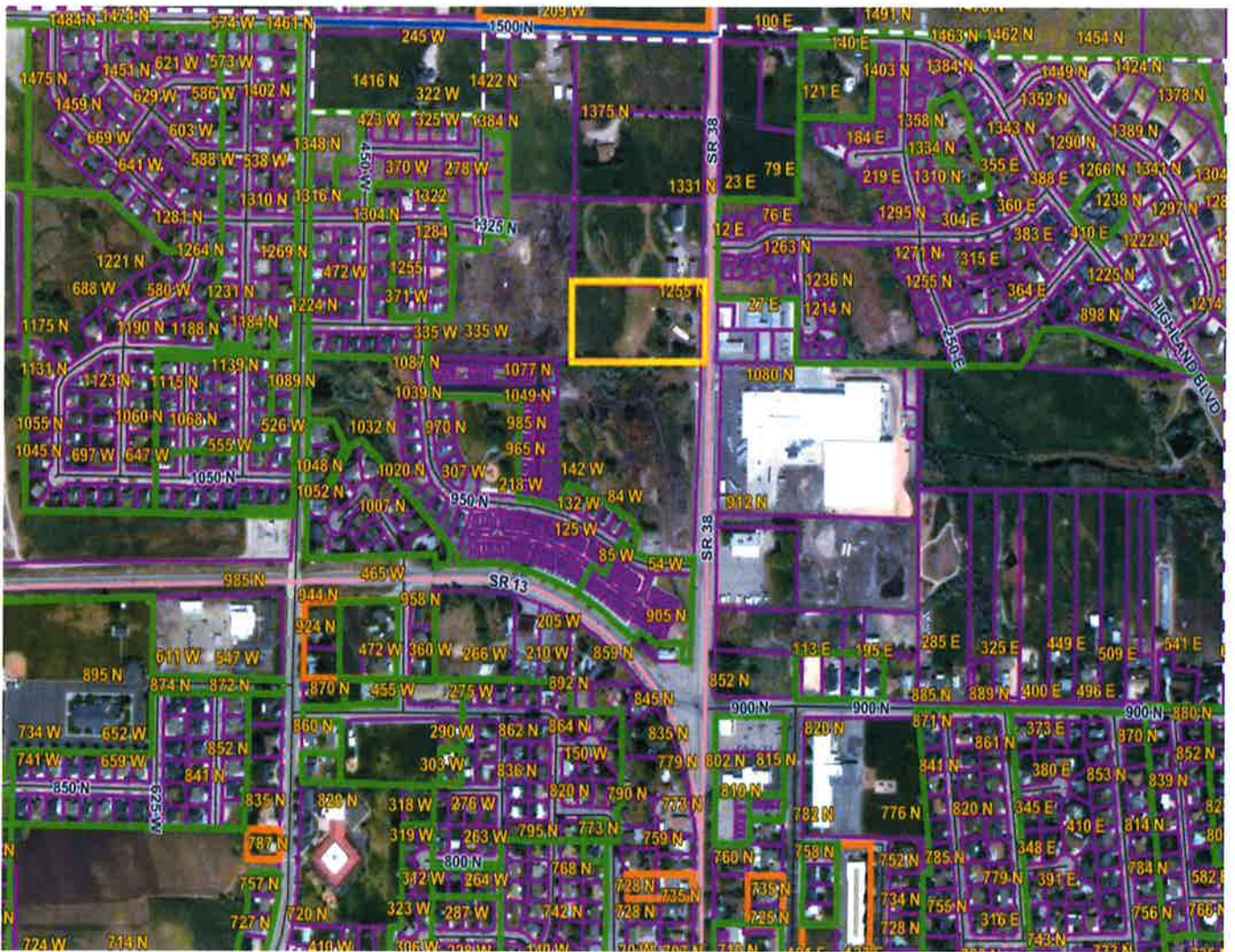
FINDINGS OF FACT:

1. The applicant, Heritage Land Development, is requesting approval of a Planned Unit Development (PUD) at 1255 N Main Street, consisting of thirty-five (35) townhome units on 4.51 acres.
2. A Planned Unit Development (PUD) is allowed within the R-M-7 zone through a Conditional Use Permit.
3. A Planned Unit Development (PUD) allows for a density increase.
4. The project includes a mix of front-loaded and rear-loaded townhomes. Front-loaded units will take direct access from public streets and rear-loaded townhomes will be accessed from the private drives.
5. The subdivision layout includes a stub street connection between Visionary Homes and Cardamine Village. This connection improves street and utility connectivity in accordance with Brigham City standards.
6. A wrought iron fence is proposed along Main Street (Hwy 38), continuing the established aesthetic element of the adjacent Visionary Homes project to the south, creating a unified appearance between developments.
7. A six-foot vinyl privacy fence is proposed adjacent to existing single-family residential uses along the north and west property lines.
8. Parking will be accommodated through two-car garages, driveways, and guest stalls in compliance with City Code standards.
9. Notices were mailed to all property owners within three hundred (300) feet of the project site in compliance with Brigham City Code.

ATTACHMENTS:

1. Locator Map
2. Project Summary
3. Partial Landscape Plan
4. Site Plan
5. Colored Concept Plan
6. Elevations
7. Subdivision Plat

Locator Map





HERITAGE
LAND DEVELOPMENT

Cardamine Village Townhome Development

Project Name: Cardamine Village

Project Area: 4.51 Acres

Location: 1255 N Main Street, Brigham City, UT

Total Units: 35

Total Acres: 4.51 Acres

Usable Open Space: 2.06 Acres (46%)

Density: less than 7.7 Units per Acre

Adjacent Subdivisions: Cardamine Phase 4 and North Pointe Subdivisions

Project Phases: 1 Phase

Development Overview:

Cardamine Village is a proposed townhome development located at 1255 N Main Street, Brigham City. The project spans 4.51 acres and will consist of 35 townhome units (phase 1). The development includes 1.3 acres of usable open space designed to serve as a community amenity, providing residents with recreational areas, walking paths, and green space. The development is located adjacent to the existing Cardamine Phase 4 and North Pointe subdivisions, enhancing the area's overall community environment.

Unit Specifications:

- **Townhomes:**
 - Total: 35 units
 - Unit Types: 3 Bedrooms, 2.5 Baths
 - Square Footage: [Approx. 1550 Square Footage per Unit]
 - **Design:**
 - Front-loaded and rear-loaded units with garages located either in front or behind the units
 - Rear-loaded units will have private alley access with a 22' driveway for parking
 - All units will feature at least a 2-car garage for parking

Construction Materials:

- **Exterior Finishes:**
 - Hardie siding or similar (lap and vertical styles)
 - Hardie shakes for architectural detail
 - Stone or Brick veneers

Open Space and Amenities:

- **Total Usable Open Space:** 2.06 Acres
- **Amenities Include:**
 - Landscaped areas designed for both leisure and community gatherings with a walking path that connect to the adjacent comm unities

Fencing and Screening:

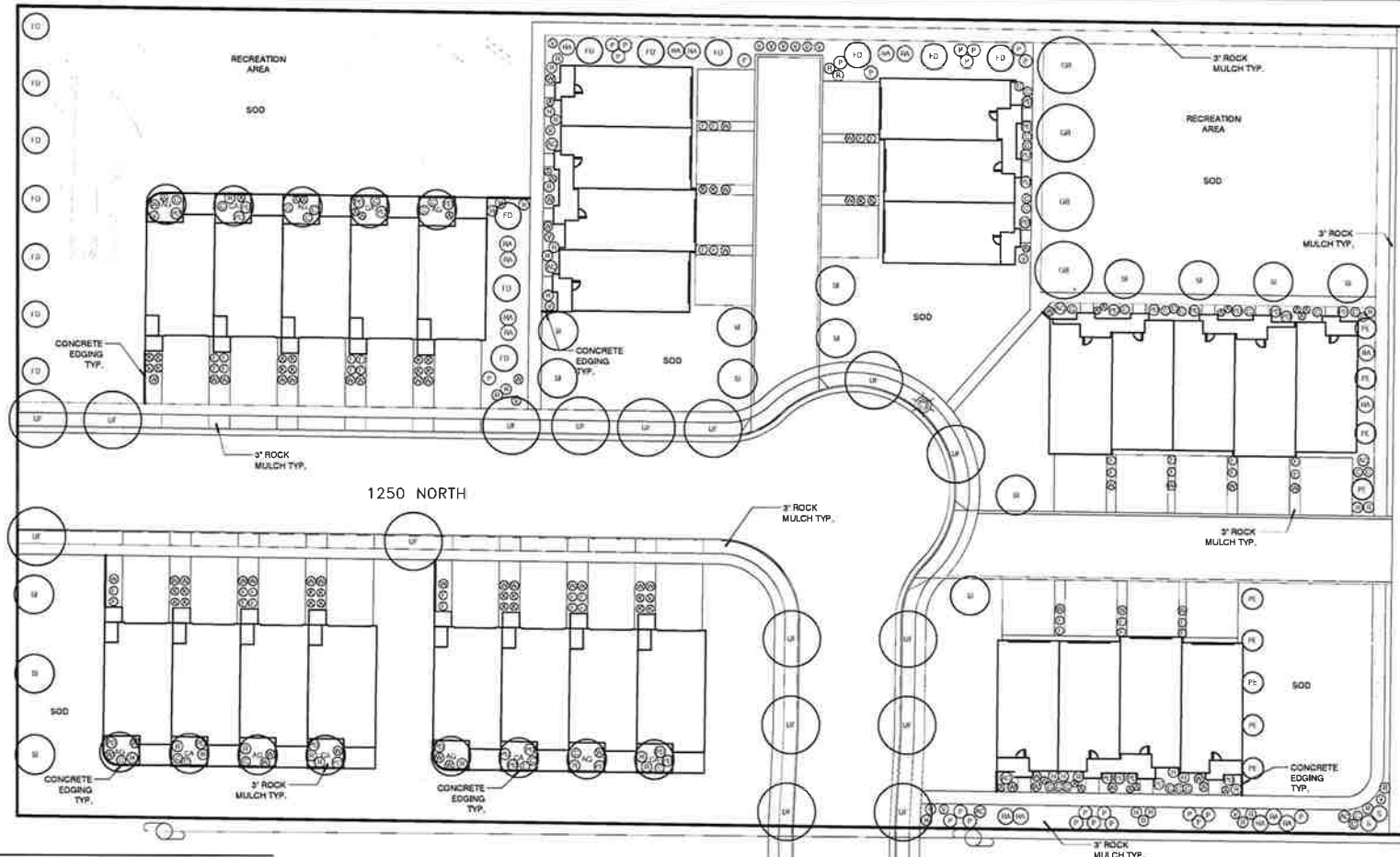
- A **6-foot vinyl privacy fence** will be installed adjacent to all single-family uses, ensuring privacy for residents and offering a visual barrier between the townhomes and surrounding properties.
- Semi-private fencing will be used where appropriate to create a cohesive and secure environment within the development.

This townhome development is designed to offer modern living with an emphasis on community, privacy, and accessibility, incorporating quality construction and generous open space.

DATE: 08/09/2025
 DESIGNER: RJB
 801.682.3556

DRAFT
 NOT FOR
 CONSTRUCTION

CARDAMINE VILLAGE
BRIGHAM CITY, UT



PLANT SCHEDULE

| CODE | BOTANICAL NAME | COMMON NAME | SIZE | QTY | REMARKS |
|---------------|----------------------------------------------------|--------------------------------------------|-----------|-----|------------|
| TREES | | | | | |
| AG | <i>Aster latifolius 'Oakleaf'</i> | Hoi Wingap Tallstem Maple | 1.5" Cal. | 7 | |
| CA | <i>Chamaelirium luteum 'Himalaya Prince'</i> | Amoy's Tree Chinese Fringe Tree | 10 gal. | 6 | Clump Form |
| PD | <i>Fagus sylvatica 'Dawson's Purple'</i> | Dawson's Purple European Beech | 2" Cal. | 16 | |
| GB | <i>Ginkgo biloba 'LFB-LGAS'</i> | Golden Color/Golden Maidenhair Tree | 2" Cal. | 4 | |
| FE | <i>Fokienia tenella 'Ecoleaf'</i> | European Columnar Arborvitae | 2" Cal. | 8 | |
| SI | <i>Syringa reticulata Ivory Silk</i> | Ivory Silk Japanese Tree Lilac | 2" Cal. | 15 | |
| UF | <i>Ulmus x Frontier</i> | Frontier Elm | 2" Cal. | 16 | |
| SHRUBS | | | | | |
| AC | <i>Abies concolor 'Le Veuf'</i> | Le Veuf Dwarf Blue Fir | 5 gal. | 7 | |
| A | <i>Arctostaphylos uva-ursina 'LUCANAMAR'</i> | Low Spine Mound Black Chokeberry | 2 gal. | 26 | |
| F | <i>Calamagrostis arundinacea 'Crescent'</i> | Crescent Feather Reed Grass | 2 gal. | 40 | |
| K | <i>Callimargosa a. scutellaria 'Karl Foerster'</i> | Karl Foerster Feather Reed Grass | 5 gal. | 32 | |
| C | <i>Cornus alba 'Soleil'</i> | Little Redbud Japanese Dogwood | 5 gal. | 41 | |
| H | <i>Hibiscus syriacus 'Garden's Sorcerer'</i> | Purple Pillar Rose of Sharon | 5 gal. | 4 | |
| V | <i>Panicum virgatum 'Red Sunset'</i> | Red Sunset Switch Grass | 5 gal. | 16 | |
| PO | <i>Festuca arundinacea 'Desert Plant'</i> | Desert Prairie Flame Wispel Fountain Grass | 2 gal. | 34 | |
| P | <i>Prunus sibirica 'UNCOMMONPOOZ'</i> | Siberian Bird Cherry | 5 gal. | 24 | |
| RA | <i>Rosa arvensis 'Dixie-Low'</i> | Gink-Low Fragrant Rose | 5 gal. | 16 | |
| R | <i>Rosa x 'Merlot'</i> | Red Merlot Rose | 5 gal. | 40 | |
| S | <i>Syringa patula 'Miss Kim'</i> | Miss Kim Korean Lilac | 5 gal. | 2 | |
| W | <i>Weigela x 'Suning 2'</i> | Sunmark Weigela | 2 gal. | 55 | |

| SYMBOL | BOTANICAL NAME | COMMON NAME | QTY | REMARKS |
|--------|----------------|-------------|--------------|---------|
| | Lawn | | 87,299 sq ft | See |

PROJECT INFORMATION

| | | |
|---------------------|------------|-----------------------|
| TOTAL PROJECT AREA: | 165,220 SF | |
| LANDSCAPE AREA: | 71,856 SF | 43% |
| LAWN: | 57,299 SF | 80% of landscape area |
| RECREATION AREA: | 30,260 SF | |



This design is based on survey data obtained from other parties and field observation by the designer. The subsequent accuracy of this document while considered reliable is not warranted or guaranteed. Although this document is intended for use during construction, the actual conditions encountered on site may require the modification of information contained herein.

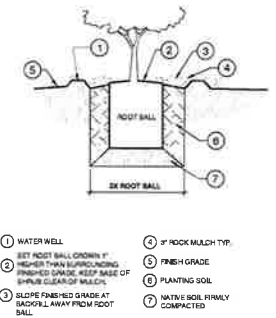
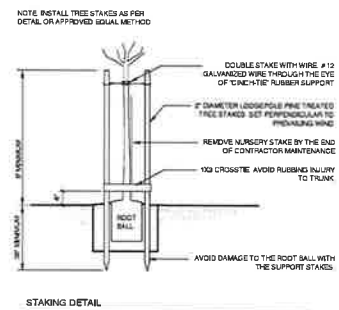
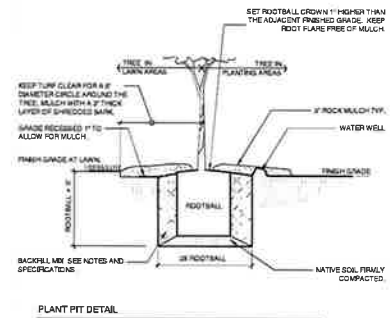
Extents of existing landscape areas and other features are approximate and intended for reference only. Any disturbed areas outside the landscape areas shown shall be repaired at the additional cost to the owner.

SHEET
L-101

LANDSCAPE
PLANTING PLAN

DATE: 08/09/2025
 DESIGNER: RJB
 801.602.3550

DRAFT
 NOT FOR
 CONSTRUCTION



1 TREE PLANTING WITH DOUBLE STAKES
1\"/>

Notes:

The contractor shall examine the site conditions under which the work is to be performed and notify the Owner's Authorized Representative (OAR) in writing of any unsatisfactory conditions. Do not proceed until conditions have been rectified. The contractor shall coordinate with all other associated trades to best facilitate the progress of the project.

Codes, laws, regulations, and permits by federal, state, county and city agencies for design, materials, and construction shall be researched and satisfied by the contractor. Report all problems to the OAR in writing.

Before any excavation the contractor shall notify blue stakes and coordinate with the OAR for the location of all sleeves, conduits, utilities, etc.

The contractor is responsible for finish grade elevations in the landscape areas. Finish grade shall be smooth and consistent. Allow for and provide weed barrier fabric and 3" rock mulch in all landscape and planted areas. Rock mulch to be Wasatch Grey Chat 1" from Staker Parson or other crushed rock as approved by the OAR. Trees planted in lawn areas shall be installed with a 6' diameter circle of 3" shredded bark mulch. All mulched areas to receive weed barrier fabric.

All plant materials must meet sizes indicated in schedules. The OAR reserves the right to refuse plant materials which do not meet the quality required of the project or industry standards. All deciduous trees shall have full, well shaped heads and a single vertical leader when appropriate to species.

All plant quantities are shown for convenience only. The contractor shall verify all quantities and provide plants necessary to complete the plantings as shown.

Planting soil = 75% clean topsoil thoroughly mixed with 25% compost. Planting soil is required (see Detail 3) for all landscape areas and shall be mixed 50/50 with existing soil as backfill for all trees.

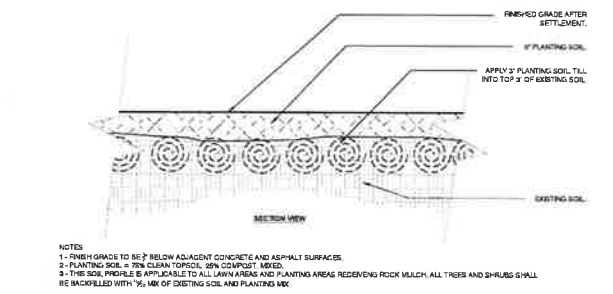
Tree location and final placement guidelines: Trees shown on these plans are located based on information provided by others. Contractor shall adjust the final tree placement based on 'As Constructed' locations of other site elements as needed and as outlined below. All changes to planting locations shall be approved by the OAR prior to installation.

1. 5 feet minimum from water meter, fire hydrants, utility box, utility pole, or light.
2. 5 feet minimum from driveway or property line.
3. 3 feet minimum horizontal distance from utility mainlines of any time.

Landscape maintenance shall be performed by the contractor during establishment (30 days following final acceptance of the landscape). Responsibilities include weed control, mowing, irrigation, repairs, and replacement of dead or unhealthy plant material. All plant material shall be guaranteed for one year following final acceptance. All materials that are not first class premium quality and condition shall be replaced by the contractor at no cost to the owner. The contractor shall schedule a pre and post guarantee meeting with the OAR. Failure to do so will mean the guarantee period has not been activated or completed.

Specifications for landscape and irrigation construction shall be the most recent APWA Manual of Standard Specifications.

2 SHRUB PLANTING
1\"/>



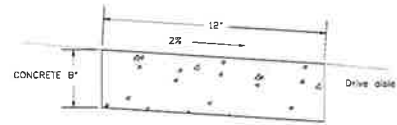
3 MODIFIED SOIL PROFILE
1\"/>

Notes:
 1- FINISH GRADE TO BE 2" BELOW ADJACENT CONCRETE AND ASPHALT SURFACES.
 2- PLANTING SOIL = 75% CLEAN TOPSOIL, 25% COMPOST MIXED.
 3- THIS SOIL PROFILE IS APPLICABLE TO ALL LAWN AREAS AND PLANTING AREAS. REDEVELOP ROCK MULCH ALL TREES AND SHRUBS SHALL BE BACKFILLED WITH 1/2% MIX OF EXISTING SOIL AND PLANTING MIX.

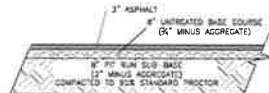
CARDAMINE VILLAGE
BRIGHAM CITY, UT

SHEET
L-103
 LANDSCAPE
 DETAILS & NOTES

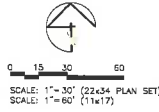
CARDAMINE VILLAGE SITE PLAN



12" RIBBON CURB
NOT TO SCALE



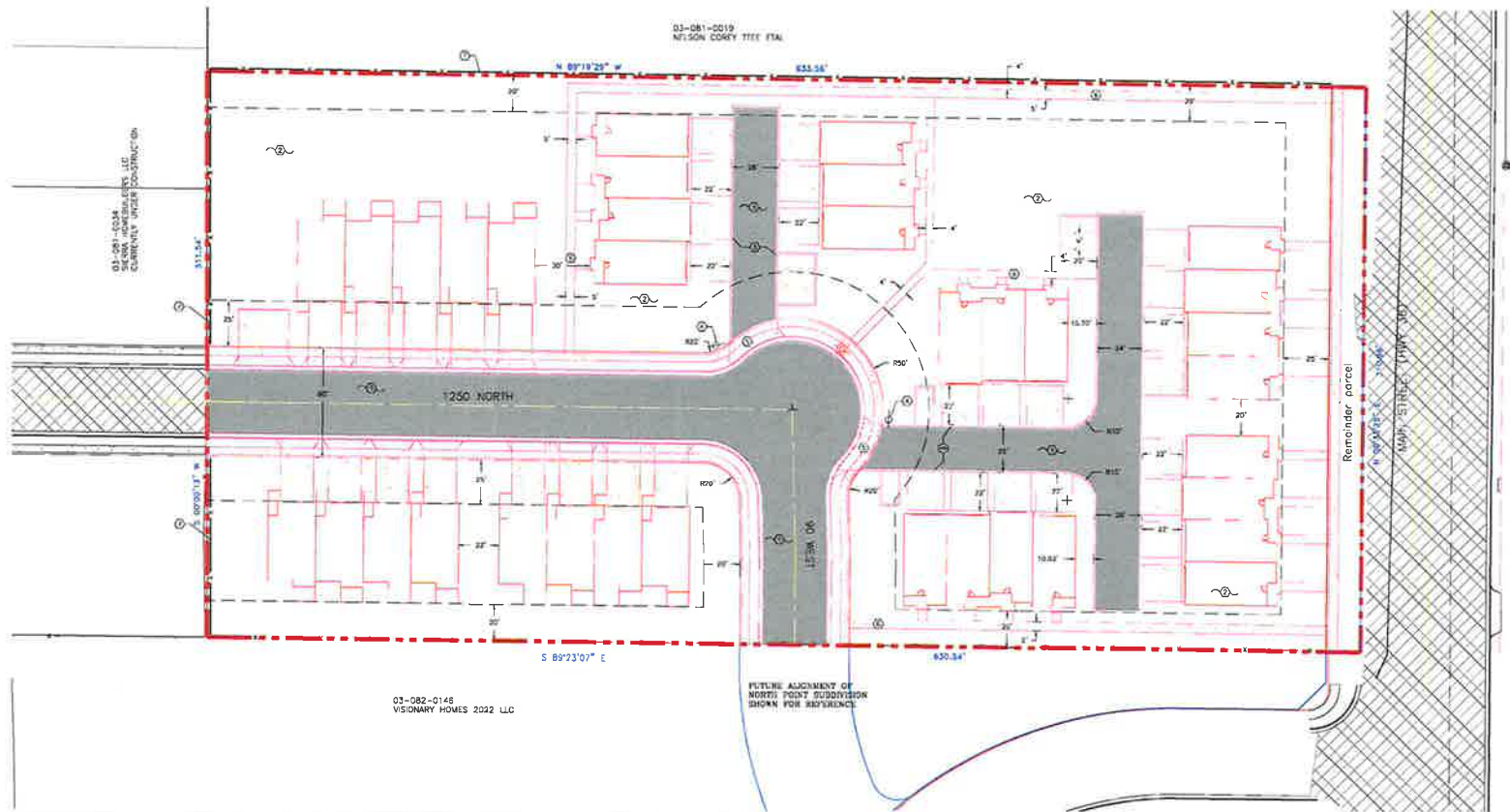
INTERIOR PAVEMENT SECTION
NOT TO SCALE



AREA TABLE

| | |
|--------------|-------------------|
| TOTAL AREA: | 4,515 cc |
| UNITS: | 35 |
| ROW: | 0.671 cc |
| COMMON AREA: | 1,731 cc (38.34%) |

- SITE REFERENCE NOTES**
- ① 3" ASPHALT OVER PROPERLY PREPARED BASE COURSE DRAIN AS PER GRADING/DRAINAGE PLAN.
 - ② LANDSCAPING
 - ③ 12" RIBBON CURB
 - ④ STOP SIGN
 - ⑤ 8" THICK DRIVEWAY APPROACH OVER 8" UTBC
 - ⑥ 4" THICK SIDEWALK OVER 4" UTBC
 - ⑦ 6" HIGH VINYL FENCE



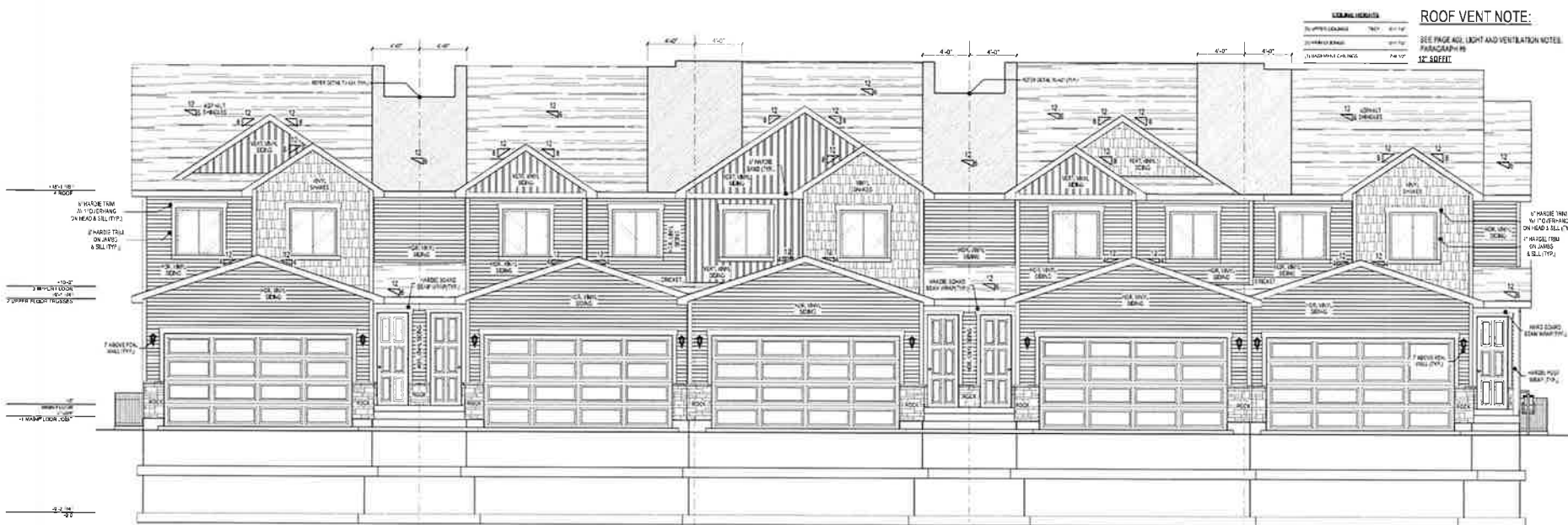
WILLIAM R. HENNING
REGISTERED LAND MANAGEMENT
470 N. 2350 W.
TERRACON, UT 84119

| | |
|-----------------|--------------|
| PROJECT NUMBER: | DATE: |
| PROJECT NAME: | PROJECT NO.: |
| DATE: | DATE: |

PROJECT NO. **CARDAMINE VILLAGE**
 PREPARED BY: W. R. HENNING, P.E., L.M.
 PROJECT NO. 2020-0146
 SHEET NO. 1 OF 1
 DATE: AUG 2020
 CITY: SALT LAKE CITY, UTAH

DATE: AUG 2020
 SHEET NO. 1 OF 1





ROOF VENT NOTE:
 SEE PAGE 401, LIGHT AND VENTILATION NOTES, PARAGRAPH #9
 12\"/>

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC) AND THE 2018 INTERNATIONAL BUILDING CODE (IBC).
 2. ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE NOTED.
 3. ALL FINISHES SHALL BE AS SHOWN ON THE DRAWINGS.
 4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

6. THE ADDRESS FOR THIS PROJECT IS:
 470 NORTH 2450 WEST
 TREMONTON, UT, 84337

7. THE PROJECT IS A PLEX-UNIT TYPE.

SIERRA
 ARCHITECTS
 470 NORTH 2450 WEST
 TREMONTON, UT, 84337
 PHONE: 801.227.4933



SCALE: 1/4" = 1'

REAR ELEVATION

9/2/2021

REVISION: P-03E

FRONT & REAR ELEVATIONS

A06
 MATTIJAARON

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

- 1. INITIATED BY: Tom Cooper

- 2. DEPARTMENT OR DIVISION: Public Power

- 3. DATE INITIATED: September 23, 2025
- 4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
Approval to participate in the Fremont Solar/Battery project in Iron County.

- 5. ESTIMATED TIME NEEDED: 10 mins.


- 6. PROPOSED DATE FOR COUNCIL ACTION: October 02, 2025

- 7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

| <u>Date</u> | <u>Name</u> | <u>Signature</u> | <u>Attachment</u> |
|--------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| September 23, 2025 | Tom Cooper |  <small>eSigned via GovOS.com Key: 323521ea 7128-4d35 b69a-a3d9016ade1e</small> | ✓ |
| | | | |

9. MAYOR'S SIGNATURE:


eSigned via GovOS.com
Key: 605b8e0c-e6d3-440c-bdc6-2708b4e112c



**CITY ATTORNEY
LEGAL DOCUMENT REVIEW**

Document Name: Resolution to allow BC to participate in the Freemont Solar and Battery Project

Name of Person Requesting Legal Review: Tom Cooper

Date Sent: 09/22/2025 Review Date Deadline: 09/29/2025

Reviewed by Attorney: Nicole Cottle Date: 9/23/25

Reviewed and acceptable as submitted

See suggested changes:

Returned to: Tom Cooper Date: 9/23/25

Accepted as Received

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

Reviewed by Mayor's Office: _____

Derek Oyler, City Administrator

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FREMONT SOLAR PPA PROJECT TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Brigham City (the "Member") owns and operates a utility system for the provision of electric energy to its residents and others (the "System") and is a member of Utah Associated Municipal Power Systems ("UAMPS") pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the "Joint Action Agreement");

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Fremont Solar PPA Project, a 99 megawatt (MW) solar photovoltaic generation facility and a 49.5 MW battery storage system located in Iron County, Utah, on behalf of its members and is now prepared to enter into a 25 year power purchase agreement with Fremont Solar, LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Fremont Solar Transaction Schedule ("Transaction Schedule") attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Brigham City as follows:

Section 1. Authorization of Fremont Solar Transaction Schedule. The Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. If additional subscription becomes available, Member Representative may approve an adjustment to the Member's kW subscription up to 12MW total subscription, in which case a revised Transaction Schedule reflecting the increase will be prepared for signature. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

Section 2. Other Actions. The Chairman, Secretary, Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Transaction Schedule and the performance thereof.

Section 3. Miscellaneous; Effective Date. (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this _____ day of _____, 2025

BRIGHAM CITY

Mayor

ATTEST AND COUNTERSIGN:

City Recorder

[SEAL]

EXHIBIT A
FREMONT SOLAR PROJECT TRANSACTION SCHEDULE

**FREMONT SOLAR PROJECT
FIRM POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE**

This Transaction Schedule to the Master Firm Power Supply Agreement (together, the “Agreement”) sets forth the agreement of the Parties with respect to transaction described below through the UAMPS Firm Power Supply Project.

PURCHASER: Brigham City (the “Participant”).

ENTITLEMENT SHARE: 2.0202% of UAMPS’ rights, interests and obligations under the PPA described below (the “Entitlement Share”). The Entitlement Share represents 2,000 kW of the expected Project output and associated Environmental Attributes acquired by UAMPS under the PPA.

SUPPLIER: Fremont Solar, LLC (the “Supplier”).

PROJECT: The Fremont Solar Project (the “Project”) is a to-be-constructed 99 MW solar photovoltaic generation facility (“PV Facility”) and a 49.5 MW battery energy storage system (“BESS”) located in Iron County.

PPA: The Power Purchase Agreement dated as of September 12, 2025 (the “PPA”) by and between UAMPS and the Supplier with respect to the Project.

EFFECTIVE DATE: The PPA becomes effective upon UAMPS obtaining sufficient Participant governing body approvals for the purchase of all of the output and attributes it acquires under the PPA. UAMPS anticipates satisfying these conditions within 60 days of executing the PPA.

TERM: A 25-year delivery term commencing on COD.

PRICE: \$35.45 per MWH for PV facility and the sum of (i) \$13.50/kW-month, and (ii) the Incremental BESS Tariff Cost divided by \$1,000,000 and multiplied by \$0.08/kW-month, rounded to the closest \$0.01/kW-month, each with no escalation; provided that if the sum of (i) and (ii) exceeds the BESS Price Cap, then the BESS Price shall equal the BESS Price Cap for BESS.

COD: The Scheduled Commercial Operation Date of the Project (“COD”) is December 31, 2027. COD may not occur earlier than June 1, 2027 or later than June 30, 2028 except as specified under the PPA.

OTHER PROVISIONS:

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will deliver to the Purchaser its Entitlement Share from the Project.

Transmission: UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

- Administration:** UAMPS will charge and the Purchaser will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.
- Default:** The failure of Purchaser to pay any amount when due under the Agreement within three business days of written notice from UAMPS shall constitute a default by the Participant. Upon the occurrence of any such default, UAMPS may (a) cease and discontinue delivery of the energy and attributes of Participant's Entitlement Share but the Participant shall remain responsible for the payment of all costs and expenses allocable to its Entitlement Share and (b) will pursue any remedy available to UAMPS at law or in equity.
- Step-Up:** Upon a default by a Participant, UAMPS shall have the right to terminate the defaulting Participant's Entitlement Share and immediately reallocate it among the non-defaulting Participants in proportion to their existing Entitlement Shares; *provided that* no Participant's Entitlement Share may be increased by more than 25% as a result of such reallocation. The Project Management Committee shall provide direction to UAMPS with respect to the reallocation of a defaulting Participant's Entitlement Share, the disposition of reallocated Entitlement Share that may be surplus to the requirements of non-defaulting Participants, the continued "qualified use" of reallocated Entitlement Share and such other matters as it shall deem necessary.
- Other:** Any costs incurred by UAMPS due solely to this Agreement, including but not limited to the PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of the Purchasers based on their respective Entitlement Shares and invoiced through the UAMPS Power Bills.

The Participant further covenants to and agrees with UAMPS as follows:

- (a) *Maintenance of Rates.* The Participant shall establish, maintain, revise, charge and collect rates for electric service rendered by it to its customers so that such rates shall provide revenues which, together with other funds reasonably estimated to be available, will be sufficient to meet the Participant's obligations to UAMPS under this Agreement, to pay all other operating expenses of the Participant's electric system and to provide revenues sufficient to pay all obligations of the Participant payable from, or constituting a charge or lien on, the revenues of its electric system.
- (b) *Maintenance of Revenues.* The Participant shall promptly collect all charges due for electric utility services supplied by it as the same become due. The Participant shall at all times maintain and shall exercise commercially reasonable efforts to enforce its rights against any person, customer or other entity that does not pay such charges when due.
- (c) *Sale or Assignment of Electric System or this Agreement.* The Participant shall not assign this Agreement except upon the prior written approval of UAMPS given upon the direction of the Project Management Committee."
- (d) *Prudent Utility Practice.* The Participant shall, in accordance with prudent utility practice, (i) at all times operate its electric system and the business thereof in an efficient manner, (ii) maintain its electric system in good repair, working order and condition, (iii) from time to time

make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, so that at all times the business thereof shall be properly conducted, and (iv) duly perform its obligations under all power supply and transmission service agreements to which it is a party.

(e) *Operating Expenses.* The payments to be made by the Participant under this Agreement shall be payable as (i) a cost of purchased electric power and energy (ii) an operating expense of the Participant's electric system and (iii) a first charge, together with all other operating expenses, on the revenues derived from the operation of the Participant's electric system. The Participant shall include the payments to be made under this Agreement as a cost of purchased electric power and energy and an operating expense (x) in the annual operating budget of its electric system and (y) in any future resolution, ordinance or indenture providing for the issuance of debt obligations payable from the revenues of the Participant's electric system.

(f) *Future Prepay; Qualified Use.* In the event that the Project Management Committee approves a future prepayment transaction with respect to the PPA and the Participant elects to participate in such transaction with respect to all or a portion of its Entitlement Share, the Participant agrees as follows:

(i) it shall sell the energy from its Entitlement Share to retail customers located in the established service area of its municipal electric utility pursuant to generally applicable and uniformly applied rate schedules or tariffs;

(ii) it shall provide such information and certificates as may be reasonably requested by UAMPS with respect to its electric utility and its past and projected loads and resources; and

(iii) it will comply with such additional instructions as may be provided by UAMPS in order to establish and maintain the tax-exempt status of the bonds issued to finance the prepayment.

This Transaction Schedule may be signed in counterparts.

Dated this _____ day of _____, 2025.

BRIGHAM CITY

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By: _____

By: _____

Title: _____

Title: _____



Fremont Solar + Battery PPA

TO Resource Project PMC
FROM UAMPS Staff
DATE September 12, 2025
SUBJECT PPA Talking Points

What is the Resource?

The **Fremont Solar Project** consists of a **99 MWac solar photovoltaic generation facility** coupled with a **49.5 MW / 198 MWh battery energy storage system (BESS)** located in **Iron County, Utah**. The combined project will deliver clean energy and grid flexibility through solar generation and four-hour battery dispatch capability. This resource was **identified in the UAMPS 2024 Resource Procurement Plan** as a planned generating resource. We are now executing on the procurement plan.

How is UAMPS Contracting for the Resource?

UAMPS is entering into a **25-year Solar + Battery PPA** with Fremont Solar, LLC on behalf of participating members. This is structured through the **Master Firm Power Supply Agreement**, with a dedicated transaction schedule for the Fremont Solar PPA Project.

What is the Term of the Agreement?

- **25-year contract term**, beginning on the **Commercial Operation Date (COD)** of both the solar and battery systems.
- COD is expected by **December 31, 2027**, with guaranteed delivery by **June 30, 2028**.

Who is the Developer?

The project is being developed by **Longroad Energy**, a highly experienced independent power producer with a strong track record in renewable energy development and operations across the U.S.



UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS



155 NORTH 400 WEST, SUITE 480, SALT LAKE CITY, UT 84103 • 801.566.3938 • UAMPS.COM

What if the Project Is Delayed?

- The agreement includes **Delay Damages** of:
 - **\$21,970/day** for delays in battery COD.
 - Additional provisions for solar delays between **\$17,643 and 57,582/day** (see Exhibit 12).
 - Cumulative delay damages are capped at the amount of the **Development Security**.
 - If delays extend beyond the “Outside COD” (including up to 180 days of force majeure), either party may terminate the agreement.
-

What is the Pricing?

- **Solar Energy Price: \$35.45/MWh** (flat, no escalation) – includes RECs and environmental attributes.
 - **Battery Capacity Price: \$13.50/kW-month** (plus potential tariff-related adjustments, capped at \$14.14/kW-month).
 - Payment includes **fixed battery capacity payments** and **solar energy payments** (based on measured MWh).
-

What Are the Benefits of the Battery?

- Provides **4-hour discharge at full capacity (198 MWh)**.
 - Enables **load-shifting**, peak-shaving, and enhanced resource adequacy.
 - UAMPS (as Buyer) controls the charging and discharging via real-time AGC Set-Points.
 - Guarantees:
 - **BESS Capacity**
 - **Availability**
 - **Ramp Rate**
 - **Round Trip Efficiency**
 - Liquidated damages apply for any underperformance based on guarantees (Exhibits 10, 14, 15).
-

How Are Curtailments Managed?

- The PPA includes provisions to manage **transmission or economic curtailments**.
 - Economic curtailments between solar COD and battery COD, up to **198 MWh/day**, may occur without compensation during shoulder months.
-

What Happens If Participants Drop Out?

- Full subscription by UAMPS participants is required for the agreement to become effective.
 - If not 100% subscribed within 135 days of execution, the project may be downsized or terminated (Section 3.4).
-

What Environmental and Educational Benefits Are Included?

- Includes delivery of all **RECs** (Renewable Energy Credits) to members.
 - A **Scholarship Program** is included: \$10,000/year for high school seniors from UAMPS communities pursuing studies related to renewable energy (Section 12.21).
-

Why Now?

- **IRA incentives, current solar and battery supply chain certainty, and project viability** support executing this PPA now. The **IRA tax credits will be discontinued** under the One Big Beautiful Bill Act (OBBBA). Future solar PPA pricing is expected to increase as a result.
- Delay risks or rejection could mean a **5+ year setback** with higher costs and fewer viable alternatives due to interconnection backlogs and price inflation.



**CITY ATTORNEY
LEGAL DOCUMENT REVIEW**

Document Name: IPSA Mutual Aid Agreement
(IPSA is updating all of the MA agreements so everything is
Current.)

Name of Person Requesting Legal Review: Tom Cooper

Date Sent: 09/18/2025 Review Date Deadline: 09/25/2025

Reviewed by Attorney: Nicole Cottle Date: 9/18/25

Reviewed and acceptable as submitted

See suggested changes:

Returned to: Tom Cooper Date: 9/18/25

Accepted as Received

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

Reviewed by Mayor's Office: _____

Derek Oyler
Derek Oyler, City Administrator



INTERMOUNTAIN POWER SUPERINTENDENTS' ASSOCIATION MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the IPSA Members signing this Mutual Aid Agreement agree to render aid to any other Member as follows:

- 1) Request for aid. The Requesting Member agrees to make its request in writing to the Aiding member within a reasonable time after aid is needed and with reasonable specificity. The Requesting Member agrees to compensate the Aiding Member as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Members.
- 2) Governmental Immunity Act and Indemnification. Parties to this agreement that are governmental entities under the *Utah Governmental Immunity Act of Utah*, Utah Code §63G-7-101, *et. seq., as amended*, shall retain and enjoy such protection. All Parties to this agreement regardless of their status as governmental entities agree that each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and none of the Parties waive any defense available to it under the *Utah Governmental Immunity Act of Utah*.
- 3) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Member. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 4) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station, the Aiding Member shall submit to the Requesting Member an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 5) Charges to the Requesting Member. Charges to the Requesting Member from the Aiding Member shall be as follows:
 - a) Labor force. Charges for labor shall be in accordance with the Aiding Members standard policy regular and overtime hourly rates. The Aiding Member shall not charge for benefits provided to employees while working under this Mutual Aid Agreement.
 - b) Equipment. There will be no Charges for equipment, such as bucket trucks, digger derricks and other equipment used by the Aiding Member. If Equipment is rented, the actual cost of rental may be charged to the Requesting Member after written approval is received by Aiding Member. Actual fuel charges for equipment may be submitted.
 - c) Materials. All materials supplied by the Aiding Member shall be billed at their actual or replacement cost.
 - d) Transportation. The Aiding Member shall transport needed personnel and equipment by reasonable and customary means to the Requesting Members location and shall charge actual costs (wages at hourly rate, regular or overtime) for such transportation.
 - e) Fuel. Actual fuel costs incurred for transportation to, from and during this agreement may be submitted for reimbursement to the Requesting Member.
 - f) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the actual costs incurred by the Aiding Member.
- 6) Counterparts. The signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 7) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

IPSA Member Entity _____

Address _____

Authorized by Dennis J. Bott (please print)

Title Mayor

Signature [Handwritten Signature]

Date 9/23/25

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

1. INITIATED BY: Derek Oyler

2. DEPARTMENT OR DIVISION: Mayor's office

3. DATE INITIATED: 9/23/25

4. BRIEF EXPLANATION OF PROPOSED ACTION (ATTACH OTHER DOCUMENTATION AS NECESSARY):
Consideration of Ordinance Amending Chapter 30.040 Regarding Appeals By An Administrative Law Judge

5. ESTIMATED TIME NEEDED: 10 min

6. PROPOSED DATE FOR COUNCIL ACTION: 10/1/25

7. EXPLANATION OF DEADLINE, IF APPLICABLE:

8. REVIEW

| <u>Date</u> | <u>Name</u> | <u>Signature</u> | <u>Attachment</u> |
|-------------------|--------------------|--------------------------------------------------------------------------------------|-------------------|
| <u>09/24/2025</u> | <u>Derek Oyler</u> |  | <u>x</u> |
| _____ | _____ | _____ | _____ |

9. MAYOR'S SIGNATURE:





**CITY ATTORNEY
LEGAL DOCUMENT REVIEW**

Document Name: Ordinance amending Chapter 30.040 et seq regarding
appeals by an Administrative Law Judge.

Name of Person Requesting Legal Review: Derek Oyler

Date Sent: 09/22/2025 Review Date Deadline: 09/22/2025

Reviewed by Attorney: Nicola Cottle Date: 9/23/25

Reviewed and acceptable as submitted

See suggested changes:

Returned to : Derek Oyler _____ Date: 9/23/25

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

Reviewed by Mayor's Office: _____

Derek Oyler
Derek Oyler, City Administrator

ORDINANCE 25-

**AN ORDINANCE AMENDING CHAPTER 31.040 ET SEQ
TO PROVIDE FOR AN ADMINISTRATIVE LAW JUDGE
AND PROCESS FOR APPEALS OF BUILDING OFFICIAL
AND FIRE OFFICIAL DETERMINATIONS.**

WHEREAS, the City desires to provide for an Administrative Law Judge to review and adjudicate appeals of determinations made by the Chief Building Official and the Fire Official as required by law; and

WHEREAS, the Administrative Law Judge must be trained in all matters that are brought before them and are charged with making determinations pursuant to the rules and regulations and in the time frames set forth; and

WHEREAS, an Administrative Law Judge can be mobilized quickly, as the ability to oversee an appropriate hearing procedure and is law trained to provide the service which will result in an efficient and effective appeals process;

NOW, THEREFORE, be it ordained by the City Council of Brigham City, Utah that Chapter 31.040 of the Brigham City Code be amended as follows:

APPEALS

§ 31.040 ADMINISTRATIVE LAW JUDGE APPOINTMENT

The Mayor, , shall appoint an Administrative Law Judge to hear appeals from decisions of the Chief Building Official and the Chief Fire Official or Fire Marshall and shall also appoint an alternate Administrative Law Judge to hear appeals during the absence or disqualification of the Administrative Law Judge .

§ 31.041 QUALIFICATIONS

The Administrative Law Judge shall have experience with and understanding of all disciplines necessary to adjudicate appeals for the City.

the Administrative law judge

§ 31.042 DISQUALIFICATION.

The Administrative Law Judge shall not hear an appeal in which they have a personal, professional or financial interest.

(Prior Code, § 2.11.060)

§ 31.043 SECRETARY.

(A) The Community Development Administrative Assistant shall serve as secretary to the Administrative Law Judge..

(B) The Secretary shall file a detailed record of all proceedings in the office of the Building Official.

(Prior Code, § 2.11.070)

§ 31.044 APPLICATION.

The application for appeal shall be filed on a form obtained from the Chief Building Official within 10 days after the notice of decision was issued..

(Prior Code, § 2.11.100)

§ 31.045 NOTICE OF MEETING.

The Administrative Law Judge shall hold a hearing upon notice from the Chief Building Official or Fire Code Official/Fire Marshal, within ten days of the date of filing of an appeal or at stated periodic meetings.

All hearings before the Administrative Law Judge shall be open to the public. The appellant, the appellant's representative, the Building Official, the Fire Code Official or Fire Marshall and any person whose interests are affected shall be given an opportunity to be heard.

(Prior Code, § 2.11.110)

§ 31.046 DECISION.

The Administrative Law Judge may issue a decision immediately following a hearing or within 5 (five) business days of a hearing. (A) The Chief Building Official and/or the Fire Code Official or Fire Marshall shall take immediate action in accordance with the decision of the Administrative Law Judge..

(B) Every decision shall be filed in writing in the office of the Chief Building Official within 5 days of the hearing and shall be open to public inspection. A certified copy of the decision shall be sent by mail to the appellant, and a copy shall be kept publicly posted in the office of the Chief Building Official for two weeks after filing.

(Prior Code, § 2.11.120) (Ord. 07-03, passed 3-15-2007)

EFFECTIVE DATE

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

PASSED AND ADOPTED by the City Council of Brigham City, Utah this ___ day of _____, 2025.

Mayor

City Recorder

CLEAN COPY OF AMENDMENT

APPEALS

§ 31.040 ADMINISTRATIVE LAW JUDGE APPOINTMENT

The Mayor shall appoint an Administrative Law Judge to hear appeals from decisions of the Chief Building Official and the Chief Fire Official or Fire Marshall and shall also appoint an alternate Administrative Law Judge to hear appeals during the absence or disqualification of the Administrative Law Judge.

§ 31.041 QUALIFICATIONS

The Administrative Law Judge shall have experience with and understanding of all disciplines necessary to adjudicate appeals for the City.

§ 31.042 DISQUALIFICATION.

The Administrative Law Judge shall not hear an appeal in which they have a personal, professional or financial interest.

§ 31.043 SECRETARY.

(A) The Community Development Administrative Assistant shall serve as secretary to the Administrative Law Judge.

(B) The Secretary shall file a detailed record of all proceedings in the office of the Building Official.

§ 31.044 APPLICATION.

The application for appeal shall be filed on a form obtained from the Chief Building Official within 10 days following issuance of a decision.

§ 31.045 NOTICE OF MEETING.

(A) The Administrative Law Judge shall hold a hearing upon notice from the Chief Building Official or Fire Code Official/Fire Marshal, within ten days of the date of filing of an appeal or at stated periodic meetings.

(B) All hearings before the Administrative Law Judge shall be appropriately noticed and open to the public.

(C) The appellant, the appellant's representative, the Building Official, the Fire Code Official or Fire Marshall and any person whose interests are affected shall be given an opportunity to be heard.

§ 31.046 DECISION.

(A) The Administrative Law Judge may issue a decision immediately following a hearing or no later than 5 (five) business days after a hearing. The Chief Building Official, the Fire

Code Official or Fire Marshall shall take immediate action in accordance with the decision of the Administrative Law Judge.

(B) Every decision shall be filed in writing in the office of the Chief Building Official within 5 days of the hearing and shall be open to public inspection. A certified copy of the decision shall be sent by mail to the appellant, and a copy shall be kept publicly posted in the office of the Chief Building Official for two weeks after filing.

ORDINANCE 25-

**AN ORDINANCE AMENDING CHAPTER 31.040 ET SEQ
TO PROVIDE FOR AN ADMINISTRATIVE LAW JUDGE
AND PROCESS FOR APPEALS OF BUILDING OFFICIAL
AND FIRE OFFICIAL DETERMINATIONS.**

WHEREAS, the City desires to provide for an Administrative Law Judge to review and adjudicate appeals of determinations made by the Chief Building Official and the Fire Official as required by law; and

WHEREAS, the Administrative Law Judge must be trained in all matters that are brought before them and are charged with making determinations pursuant to the rules and regulations and in the time frames set forth; and

WHEREAS, an Administrative Law Judge can be mobilized quickly, as the ability to oversee an appropriate hearing procedure and is law trained to provide the service which will result in an efficient and effective appeals process;

NOW, THEREFORE, be it ordained by the City Council of Brigham City, Utah that Chapter 31.040 of the Brigham City Code be amended as follows:

Formatted: Font: Bold

BOARD OF APPEALS

APPEALS

§ 31.040 MEMBERSHIP-ADMINISTRATIVE LAW JUDGE APPOINTMENT

~~(A) The Mayor, or his or her designee, shall appoint serve as the chief appointing authority and shall have oversight over an the Administrative Law Judge to hear appeals from decisions of the Chief Building Official and the Chief Fire Official or Fire Marshall and shall also appoint an alternate Administrative Law Judge to hear appeals during the absence or disqualification of the Administrative Law Judge Board of Appeals.~~

~~(Prior Code, § 2.11.010)~~

~~(B)~~

~~The Board of Appeals shall consist of persons appointed by the chief appointing authority as follows:~~

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~~(1) One for five years, one for four years, one for three years, one for two years and one for one year;~~

~~(2) Thereafter, each new member shall serve for five years or until a successor has been appointed;~~

~~—(3) The chief appointing authority (the Mayor) shall appoint two alternate members who shall be called by the Board Chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for Board membership and shall be appointed for five years, or until a successor has been appointed.~~

~~—(4) No member shall be reappointed to serve more than two consecutive terms.~~

~~—(5) Members shall only be removed from office prior to the end of their terms only for cause. Continued absence of any member from regular meetings of the Board shall, at the discretion of the applicable governing body, render any such member liable to immediate removal from office.~~

~~—(6) The Building Official shall be an ex officio member of said Board, but shall have no vote on any matter before the Board.~~

~~—(7) The Fire Code Official shall be an ex officio member of the Board, but shall have no vote on any matter before the Board.~~

~~(Prior Code, § 2.11.020)~~

~~(Ord. 23-11, passed 5-4-2023)~~

§ 31.041 QUALIFICATIONS.

The Administrative Law Judge Board of Appeals shall have experience with and understanding of all disciplines necessary to adjudicate appeals for the City, consist of five individuals, one from each of the following professions or disciplines or any other qualified individual in a similar profession or discipline in the case that these individuals are not available within the jurisdiction:

~~—(A) Registered design professional with architectural experience or a builder or superintendent of building construction with at least ten years' experience, five of which shall have been in responsible charge of work;~~

~~—(B) Registered design professional with structural engineering experience;~~

~~—(C) Registered design professional with mechanical and plumbing engineering experience or a mechanical contractor with at least ten years' experience, five of which shall have been in responsible charge of work;~~

~~—(D) Registered design professional with electrical engineering experience or an electrical contractor with at least ten years' experience, five of which shall have been in responsible charge of work; and~~

~~—(E) Registered design professional with fire protection engineering experience or a fire protection contractor with at least ten years' experience, five of which shall have been in responsible charge of work.~~

(Prior Code, § 2.11.030)

~~§ 31.042 RULES AND PROCEDURES.~~

~~—(A) The Chief Appointing Authority shall establish policies and procedures necessary for the Administrative law judge Board to carry out its duties.~~

~~—(B) (1) The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.~~

~~—(2) Board members must understand their role is to make a ruling based upon the application of city code(s).~~

(Prior Code, § 2.11.040)

~~§ 31.043 CHAIRPERSON.~~

~~—The Board shall select one of its members to serve as Chairperson. The Chair shall manage the meeting in a manner to accomplish the following goals.~~

~~—(A) The Chair shall pace the meeting so that all items on the agenda may be addressed and either concluded or continued.~~

~~—(B) The Chair shall open and introduce an item on the agenda in order, unless the Chair feels there is a good reason to go out of order.~~

~~—(C) The Chair shall use his or her best efforts to see that Board members and the public are always treated with respect and civility and that the meetings are orderly.~~

~~—(D) The Chair shall call for a vote from the Board following the hearing of all parties.~~

~~—(E) The Chair shall conclude the meeting following the vote by asking for a motion to adjourn from the Board members.~~

(Prior Code, § 2.11.050)

§ 31.0424 DISQUALIFICATION OF MEMBER.

The Administrative Law Judge A member shall not hear an appeal in which ~~they that~~ member ~~has~~ a personal, professional or financial interest.

(Prior Code, § 2.11.060)

§ 31.0435 SECRETARY.

(A) The Community Development Administrative Assistant shall serve as secretary to the Administrative Law Judge Board.

(B) The Secretary shall file a detailed record of all proceedings in the office of the Building Official.

(Prior Code, § 2.11.070)

~~§ 31.046 LEGAL COUNSEL.~~

~~(A) The chief appointing authority shall furnish legal counsel to the Board to provide members with general legal advice concerning matters before them for consideration.~~

~~(B) Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties in accordance with Utah Code.~~

~~(Prior Code, § 2.11.080)~~

~~§ 31.047 COMPENSATION OF MEMBERS.~~

~~Members shall serve without compensation.~~

~~(Prior Code, § 2.11.090)~~

§ 31.04~~8~~ APPLICATION.

The application for appeal shall be filed on a form obtained from the Chief Building Official within 120 days after the notice of decision was issued.~~served~~.

(Prior Code, § 2.11.100)

§ 31.04~~5~~9 NOTICE OF MEETING.

The Administrative Law Judge Board shall hold a hearing ~~meet~~ upon notice from the Chief Building Official or Fire Code Official/Fire Marshal, within ten days of the date of filing of ~~an~~ appeal or at stated periodic meetings.

~~(A) Open hearing.~~ All hearings before the Administrative Law Judge Board shall be open to the public. The appellant, the appellant's representative, the Building Official, the Fire Code Official or Fire Marshal and any person whose interests are affected shall be given an opportunity to be heard.

~~(B) Postponed hearing.~~ ~~When five members are not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.~~

(Prior Code, § 2.11.110)

§ 31.04650 BOARD DECISION.

~~The Administrative Law Judge may issue a decision immediately following a hearing or within 5 (five) business days of a hearing. A concurring vote of two-thirds shall be required to modify or reverse the decision of the Building Official and/or the Fire Code Official.~~

(A) The Chief Building Official and/or the Fire Code Official or Fire Marshall shall take immediate action in accordance with the decision of the Administrative Law Judge, Board.

(B) Every decision shall be promptly filed in writing in the office of the Chief Building Official within 5 days of the hearing and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant, and a copy shall be kept publicly posted in the office of the Chief Building Official for two weeks after filing.

(Prior Code, § 2.11.120) (Ord. 07-03, passed 3-15-2007)

§ 31.051 BOARD TRAINING.

~~Under the direction of the Chief Building Official, the members of the Board of Appeals and their alternates will gather for training annually. The training should take place during the first quarter of the year and may be held in person or electronically.~~

(Prior Code, § 2.11.130)

EFFECTIVE DATE

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

PASSED AND ADOPTED by the City Council of Brigham City, Utah this ____ day of _____, 2025.

Mayor

City Recorder