BRIGHTON TOWN COUNCIL MEETING AGENDA

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

NOTICE is hereby given that the Brighton Town Council will meet on Tuesday, June 9th, 2026, for its regular meeting at 6:30pm, preceded by a work session at 6:00pm, in a hybrid format. In person at Fire Station 108, 7688 S Big Cottonwood Canyon Road, and electronically via Zoom.

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

WORK SESSION AT 6:00 PM

1. **CALL THE WORK SESSION TO ORDER**
   a. Parameters for Evaluating Land Acquisition

REGULAR MEETING

1. **CALL TO ORDER AT 6:30 PM.**

2. **ANNOUNCEMENTS**

3. **PUBLIC INPUT** You can email your comment to townclerk@brighton.utah.gov ahead of time to be read during the public input section. You may also use the raise hand feature and wait to be called to speak at this time. All comments during the meeting shall be held until section 10.

4. **MINUTES** Approval of the regular Town Council Minutes for May 12th, 2026, and approval of the Town Council Special Meeting on May 26th, 2026. PACKET PAGES 4-14, and 15-16

5. **UPD** Detective Anna Walker

6. **UFA** Chief Craig Ellingson

7. **SKI RESORTS**

Solitude
Brighton

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

9. **BUSINESS**
   a. Fiscal Year 2026 Quarter 3 MSD/Brighton Financial Statements. Presented by Martin Pease. Informational. PACKET PAGES 17-21, and 22-26
   b. Legislative Updates. Presented by Rob Jolley. Informational.

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

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

11. **REPORTS**
    a. Mayor's Report
    b. Council Members' Reports
        i. MSD Standard Financial Report: Presented by Keith Zuspan.
    c. BCCA Report

12. **CLOSED SESSION**
    a. Discuss the purchase, exchange, or lease of real property (Possible closed meeting pursuant to Utah Code Ann. §52-4-205(1)(d))
    b. Discuss the deployment of security personnel, devices or systems (Possible closed meeting pursuant to Utah Code Ann. §52-4-205(1)(f))
    c. Discuss the character, professional competence, or physical or mental health of an individual (Possible closed meeting pursuant to Utah Code Ann. § 52-4-205(1)(a))
    d. Discuss pending or reasonably imminent litigation (Possible closed meeting pursuant to Utah Code Ann. § 52-4-205(1)(c))

13. **ADJOURN**

TOWN OF BRIGHTON – RULES OF CONDUCT AT PUBLIC MEETINGS

IN PERSON:

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

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

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

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

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

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

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

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

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

10. No applause or public outbursts shall be permitted.

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

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

ON ZOOM

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

BRIGHTON TOWN COUNCIL MEETING MINUTES

Tuesday, May 12th, 2026, at 6:30 pm

ATTENDANCE
Council: Scotty John (Mayor and meeting chair)
Council Members: Keith Zuspan, Lise Brunhart, Jeff Bossard, Carolyn Keigley
Staff: Polly McLean, Nate Rockwood, Jane Martain, Kara John, Heinrich Deters, MSD- Richard Stephens
Partners: UPD- Anna Walker and Justin Hoyal, UFA- Craig Ellingson, Brighton Resort- Mike Doyle, Solitude Resort- Amber Broadaway, BCCA- Barbara Cameron
Public: Don Despain, Angela Bovo, Rotary Club of Ames, Mark Brinton

Call to Order
Scotty John called the meeting to order at 6:30 PM at Fire Station 108.

ANNOUNCEMENTS
Chipper Days will be from July 20th to 30th. Scotty urged residents to sign up by July 19.
[Chipper Days Sign-Up Form | Brighton UT]

PUBLIC INPUT
None

MINUTES. RECORDING 0:01:37
Jeff Bossard moved to approve the minutes for the Town Council Meeting on April 14th, 2026, and Lise Brunhart seconded the motion. The minutes were approved unanimously.

Unified Police Department (UPD). RECORDING 0:02:01
Dispatch 801-840-4000
Detective Anna Walker presented the Unified Police Department report for April 2026. Officers responded to 152 calls for service within the Town of Brighton during the month. Due to the shoulder season, April was described as one of the slowest periods of the year for patrol operations. During this time, officers focused on proactive neighborhood patrols, traffic enforcement, and public education regarding watershed protection within the canyon.

Detective Walker reported that notable incidents during the month included: two loud party complaints, three suicide threats, and one custodial issue. Additional activity included: 15

citizen or motorist assists, 4 reckless driving investigations, 7 traffic accidents, 8 parking complaints, and 48 traffic stops. Most citations issued during traffic stops were related to speeding and reckless driving.

Detective Walker reminded residents that they may request property checks through the Unified Police Department: 385-468-9920.
Residents were encouraged to enroll in the Salt Lake County reverse 911 notification system through VEC Smart911 . Detective Walker explained that the system allows dispatchers to send emergency text messages or phone calls for events like wildfire, evacuations, active incidents, or other emergencies. It's a more efficient response to notify the public than going door to door.

Unified Fire Authority (UFA). RECORDING 0:04:10
Chief Craig Ellingson referenced the quarterly report included in the meeting packet. He noted that the year has been typical compared to recent years, despite varying weather conditions. The winter ski season remains the busiest time of year for emergency response activity in Brighton, with many calls involving traumatic injuries associated with ski resort operations.
As the community transitions into the slower "mud season," emergency personnel have already begun responding to hiking-related incidents, including a hiker rescue last week.
Chief Ellingson highlighted river safety, particularly with high spring runoff.

UFA is shifting toward wildfire preparedness as fire season approaches. He appreciated being included in the wildfire and WUI code discussion meeting the previous evening. The discussion was informative and valuable. UFA remains hopeful for a mild wildfire season and conditions have been manageable thus far. Brighton generally adopts the State of Utah fire restrictions, which are often more restrictive than U.S. Forest Service regulations. As a result, campfires may still be permitted within designated Forest Service campgrounds even when broader restrictions are in place in the surrounding area. This results in 911 calls as cars on the highway pass by the campgrounds. Fire crews will always investigate all reported smoke concerns as a precaution.

SKI RESORTS
Solitude. RECORDING 0:07:32
Amber Broadaway congratulated Brighton Resort on their impressive final few weeks of the ski season. They wrapped up last weekend, which is well done for the canyon.

Solitude is preparing for an early start to summer operations to follow this endless spring. Summer operations are scheduled to begin on May 22, 2026, approximately four weeks earlier than usual. The resort will initially operate on weekends before transitioning to daily operations around June 11. Residents and visitors were encouraged to check the resort website for updated operating schedules.

Amber highlighted Solitude’s continued partnership with Deer Valley Resort through the Wasatch Gravity Pass, which provides access to both resorts’ bike parks. She noted that the combined terrain offers premier mountain biking opportunities within the greater Salt Lake area.
Upcoming summer improvements and programming at Solitude include:

- Completion of a new mountain bike trail connecting Moonbeam to the Apex terrain
- Relocation of the Adventure Park from Moonbeam to the base of Easy Street, accompanied by landscaping improvements
- Launch of the resort’s first youth mountain bike team program for ages 8–16, with training sessions hosted at both Solitude and Deer Valley
- Big Cottonwood Canyon Brew Fest – June 12–14
- Saturday morning yoga sessions
- Thursday evenings, Coca Cola Cinema, for outdoor movies
- Sunday evening live music performances
- Wildflower Festival – July 12
- Outdoor wine pairing and harvest dinners at St. Bernard’s

Solitude will host competition events:

- Mountain States Cup mountain biking event – July 2–5
- Solitude Disc Golf Open – July 10–11
- Second annual Monster Pro Downhill event – mid-July

Regarding capital projects, summer construction impacts will be significantly reduced compared to the previous year. Major disruptions associated with the Twin Lakes pipeline project have concluded. Planned work this summer will primarily involve completion of the mountain bike trail project, ongoing maintenance activities, continued engineering and planning for snowmaking system improvements, and pipe upgrades near Easy Street.

Amber stated that wildfire readiness remains a focus. She explained that Solitude cannot independently activate its snowmaking system during the summer to help with fire without authorization from public utilities to open the Twin Lakes dam. They are discussing contingency plans to ensure quick access to water from Twin Lakes.

Summer staff will be onboarding next week in preparation for the resort’s early opening.

Amber appreciates the ongoing partnership and support from the Brighton community. She noted the helicopters flying today were to remove the boxes from the 8 Wissen towers on Fantasy Ridge. They remove the shots and place the boxes in locked storage for the summer.

Brighton Resort. RECORDING 0:12:49

Mike Doyle reported that the resort successfully concluded its ski season on Sunday following a strong Meltdown season. He noted that Brighton continued to receive significant visitation from Ikon Pass holders seeking late-season skiing opportunities, contributing to a successful spring.

Mike described the season overall as highly successful despite some challenges throughout the year. He stated that the resort gained valuable experience and developed new ways to improve future operations.

Preparations are now underway for the summer season. Brighton anticipates opening summer mountain biking operations around June 19, pending snowmelt conditions. Planned summer activities include:

- Mountain Biking
- Disc golf
- Music series events
- Campfire cookouts
- Summer camps

Mike announced that Brighton Resort will host the U.S. Women's National Championship Disc Golf Tournament in July, which is expected to draw significant attendance and visitors.

The resort also plans to continue expanding its mountain biking infrastructure, including completion of two additional advanced mountain bike trails this summer.

Brighton is awaiting permit approval for an addition to the vehicle maintenance shop. The project will support future development associated with the UDOT mobility hub that is part of the transportation plan. The current lift maintenance facility will eventually be removed to make a place for the mobility hub.

Mike noted this summer is expected to be more mellow than previous years.

BUSINESS

a. **Appoint Lise Brunhart to the Wasatch Front Waste and Recycling District Board of Directors. For discussion and possible action. RECORDING 0:14:44.**

Keith Zuspan explained that as things have progressed, he has less time for the WFWRD board. He recommended appointing Lise Brunhart with her skills to fill the position. Keith brought Lise to the WFWRD retreat this month so she could get a feel for the individuals, the new general manager and the future plans. No other discussion was needed.

Keith Zuspan moved to appoint Lise Brunhart to the WFWRD Board of Directors and Jeff Bossard seconded the motion. The motion passed unanimously.

Carolyn noted that Forest Glenn is doing a major green waste cleanup and removing big stumps and other large branches that are too big for Chipper Days. Previously, WFWRD made efforts to reduce the number of things taken to the dump, and they wouldn't allow green waste. Now, they're instructing people to use bulk trailers to combine garbage, household items, and green waste. It was mentioned this is the most efficient way to get everything collected. Lise and Keith are meeting with Evan, the director at WFWRD and will ask for an alternative for green waste to be recycled. Carolyn will give Lise the name of the lead person on the project in Forest Glenn.

b. Community Trail Project and UORG Planning Grant. Presented by Heinrich Deters. For discussion. RECORDING 0:18:29.

Heinrich Deters presented an update and facilitated discussion on the proposed Brighton community trail project. He began by thanking several individuals who have assisted with research and field discussions related to the project, including Jeff and Laura Bossard, Anders and the Carlson family, Zinni from the U.S. Forest Service, Matt from the MSD, Barbara Cameron, and others who have participated in site walks and project conversations.

Heinrich referenced the Town's Strategic Plan and Neighborhood Nodes Study, noting that both identified community priorities for a multiuse trail creating a better network for connectivity that implements the nodes concept. The town council confirmed the project remains a priority for the town, and council members indicated continued support for further exploration of the concept.

Concerns identified with the original nodes study, including:

- Private property impacts
- Environmental and wetland concerns
- Snow storage considerations
- Trail practicality and costs
- Privacy concerns from residents

Heinrich explained that conversations with consultants confirmed that the Nodes Study represented a conceptual planning effort only and did not include detailed legal, environmental, or land ownership analysis. He stated that the next phase should focus on determining feasibility and gathering more detailed community input before any formal design or permitting work proceeds.

Heinrich also noted that the community trail concept is referenced within the recently adopted Tri-Canyon Trails Plan developed with the U.S. Forest Service. He emphasized the importance of coordinating any future trail planning with the upcoming UDOT transportation and infrastructure improvements occurring throughout Big Cottonwood Canyon.

To support the next phase of evaluation, Heinrich proposed applying for a Utah Outdoor Recreation Grant (UORG) to assist planning. The proposed grant would fund:

- Feasibility analysis
- Preliminary trail alignment studies
- Community outreach and engagement
- Mapping and field data collection
- Stakeholder coordination

The proposed public engagement process would include meetings with residents, agencies, landowners, and stakeholder groups to determine if the project is sufficiently supported and feasibly practical. Heinrich stated that the process would focus heavily on resident participation and transparency before any formal development decisions are considered. These initial meetings could be followed by an open house in September or October to ensure community support.

The preliminary concept would divide the trail into three general segments for evaluation. Council members will volunteer to assist with outreach and stakeholder coordination for the various trail segments. He will see if there are willing planning commissioners to support each section. Heinrich clarified that council participation would primarily involve helping identify community contacts and residents with relevant interests or concerns while he continues coordinating the broader outreach process.

1. Cardiff to Spruces - Scotty supported by Carolyn
2. Spruces to Solitude - Lise supported by Scotty
3. Solitude to Brighton - Jeff

Council discussion emphasized the importance of clearly communicating that the proposed trail would be a public trail potentially used by both residents and visitors. Council members noted the need to proactively engage residents who may have concerns or opposition to the concept, in addition to supporters.

Carolyn gave the example of a successful regional trail system, the Legacy Trail, in Truckee, California, as a model for balancing recreation access, neighborhood impacts, and trail design considerations.

Additional discussion addressed:

- Avoiding impacts to Nordic ski trails
- Routing alternatives to prevent residential conflicts
- Forest Service coordination
- Land ownership considerations
- Grades that aren't too steep and allow connectivity to surrounding neighborhoods and communities

Heinrich estimated the proposed planning grant request would total approximately $25,000 and stated that the initial phase would not include formal NEPA or environmental review processes.

The Council expressed support for moving forward with the grant application and thanked Heinrich for his efforts organizing the project research and outreach process.

PUBLIC INPUT

Angela Bovo commented regarding the proposed community trail discussion and stated that she had been working with Heinrich related to the project. She expressed appreciation for the direction of the trail planning process and stated that the approach aligned with her hopes for the property she owns in the area.

Angela discussed personal experiences and concerns involving prior rental and neighborhood conflicts. Sharing land doesn't seem to be a community value. She asked for the town's help with the difficulties she has encountered seeking assistance from multiple law enforcement jurisdictions regarding allegations involving labor exploitation, human trafficking concerns, unpaid work, and related personal matters. She stated that she has experienced frustration navigating different agencies and reporting systems and expressed concern regarding a lack of coordinated response and support resources.

Angela urged the town council and law enforcement agencies to improve interagency coordination, reporting procedures, and victim assistance resources related to human trafficking and labor exploitation concerns. She emphasized that she believes these issues should be treated seriously and professionally.

She also stated that she plans to work on wilderness fire crews during the upcoming summer season and indicated her continued interest in supporting the community trail project and potentially contributing property to future planning discussions.

REPORTS
Mayor's Report
Scotty John reported that the upcoming Rocky Mountain Power conduit burial and roadway repaving project is scheduled to begin next week. The project involves repaving sections of Brighton that were previously disturbed during underground conduit installation work. Efforts are underway to improve communication with residents regarding construction schedules, traffic impacts, and affected areas so the community can better plan around temporary disruptions.

An update was also provided regarding a recent meeting with Salt Lake County Deputy Mayor Catherine Kanter. The purpose of the meeting was to continue strengthening the Town's working relationship with Salt Lake County and maintain ongoing intergovernmental coordination.

Scotty has had ongoing conversations with Central Wasatch Commission (CWC) commissioners regarding long-term transportation planning in Big Cottonwood Canyon. It was noted that transportation solutions for the canyon will likely require a broader regional approach and coordination among multiple stakeholders.

Additional discussions are planned with UDOT in early June regarding future transportation and mobility hub planning efforts following announcements anticipated from the Big Cottonwood Canyon Environmental Assessment. Scotty is seeking additional clarity regarding project timelines and next steps to keep residents informed.

Scotty received positive feedback regarding the Firewise and Wildland Urban Interface (WUI) meeting held last night. He previously reviewed the WUI guidelines, and he expects portions of

Brighton will require significant work to comply with wildfire mitigation, particularly within the identified high-risk areas.

The mayor plans to hold a future public working session involving the full council to review priorities and ongoing projects. Topics for the meeting could include transportation, wildfire preparedness, fiber infrastructure improvements, community trails, and broader long-range planning efforts. Scotty read the General Plan prior to taking office, and he's currently reviewing the document. He encouraged council members to revisit the town's General Plan to prepare for discussions in the work session.

Council Members' Reports. RECORDING 0:51:57
Carolyn Keigley reported that UPD is working on the budget process with the financial Committee meeting. It's going well thanks to the regional command staff.
UPD had an award ceremony last week. They also had a more somber ceremony to honor the fallen officers.

Carolyn attended the Firewise meeting and had conflict with empty lots being exempt from the lot assessment and fuel reduction requirements. Her concern isn't about all empty lots but is directed to the empty lots that are adjacent to the lots that have homes.

Per Carolyn's comment about the communications that went out weekly or daily over the past summers regarding the work plan for the RMP project, Scotty mentioned that he has a distribution list to share with the project manager at B. Jackson so that residents can be updated when their road will be impacted. It was noted that two years ago showed better communications, but last year was infrequent and not always accurate.

Jeff Bossard reported on the Mosquito Abatement meeting yesterday. The mosquito season began early this year, and it was encouraged to take precautions against mosquitoes. The dry season breeds more mosquitoes because they become highly concentrated in smaller areas, and West Nile is the biggest risk.

Jeff was unable to attend the quarterly Animal Services meeting.

Lise Brunhart attended the Association of Municipal Councils (AMC) meeting on the 14th. They discussed House Bill 411 from 2019, the Utah Renewable Energy Resolution, and 23 towns in the greater Salt Lake area expressed interest. It resulted in 19 towns taking action to join the Utah Renewable Communities where all residents pay an additional $4 per month on their bill to help fund renewable energy. It's too late for us to join, but perhaps in the future. The meeting also covered county parks and rec projects.

Lise attended the Strategic Planning Seminar with Scotty, Keith, Polly, and the MSD led by Jay Barney at the University of Utah. By the end they had a strategic plan with three areas to focus on. It was highly conceptual, and they learned to build strategy by playing blackjack.

Lise attended the Wasatch Front Waste and Recycling District WFWRD retreat to learn how to become a trash tzar. Lise's friend was there, councilmember Emily Gray, from Holladay. She's honored to be on the board because they are a dedicated group with high expectations to be the best at waste management.

At the UPD PIO meeting Lise learned about the outreach and safety education they are doing on E-bikes.

Lise noted the Firewise symposium from last night was vigorous and included 36 in person attendees, besides staff, and 33 online attendees. We've learned a lot about H.B. 48 already and how it will be implemented, but it was informative to see how all the different agencies (UPD, UFA, and Utah Forestry Fire and State Lands) approach a fire situation and how they bring different things to the table. The thing that stuck with her were the 4 P's if you must evacuate: people, pets, prescriptions, photos. The fifth P could be a passport. She thanked Kara, Barbara and Jane for putting it together. It was well organized.
Lise spoke with a community member who would like to see our trash bins enclosed to comply with the law and he would like two of the bins to be removed. This could be discussed more at the working session.

She is continuing to manage social media on Facebook, Instagram (townofbrighton2), and BlueSky. She also added a page on Reddit. She's updated all the pages with the town logo.

Jeff added he was impressed by Firewise last night and admired the FFSL representative who commented not to shoot the messenger. It was apparent there is still so much unknown about how it will roll out, and it seems like they got ahead of themselves by passing the legislation without a plan for implementation.

Keith Zuspan reported the town received $346,420 in Resort Community Tax and Transient Room Tax revenues for the reporting period, representing an increase of approximately 7% compared to the same period last year. It was noted that the revenue reflects February activity and continued strong visitation during the ski season. Additional funds were transferred into the PTIF investment account, which currently holds an approximate balance of $8,039,000. Interest earnings totaled $24,297, reflecting an annualized return rate of approximately 3.8%. The Town also maintained approximately $60,839 in its Zions Bank operating account to ensure adequate liquidity for outstanding bills and ongoing operational expenses.

Regarding the Municipal Services District (MSD) budget. Through the end of March, the town had completed approximately 75% of the fiscal year. Revenues were reported at approximately 74–75% of projected annual totals, tracking on target with the adopted budget. Expenditures were reported to be approximately 79% of the annual MSD budget. However, it was noted that reduced spending levels are expected during the remaining months that typically have less activity, so we should be on target with what was budgeted.

BCCA Report. RECORDING 1:06:22

Barbara Cameron reported that the Firewise meeting was wonderful, partly because of the wonderful speakers: Justin Roach & Mike Swinsick (UFFSL), Adam Shaw (USFS), and our own stars-Chief Ellingson, Anthony Widdison (UFA), and Ed Twohill (UPD). Their passion showed because they care about us and have for many years. Despite the unknown, it was clear that homeowners are responsible only for their parcel fees and ratings will not be based on adjacent property that's not been treated. WUI maps will be updated yearly as assessments are submitted. Assessments are voluntary. Homeowners must request an appointment, and if not done, then the fee and rating will default to the highest fee and rating level. None of these fees will be assessed until January 2027. UFFSL will be hiring and training WUI assessors. Several people in the audience wanted to be trained. They're also promising to publish guidelines for home hardening, which includes defensible space, and it goes beyond to include home construction recommendations that are more fire safe. Barbara highlighted some of the landscapers in Brighton who can help with the requirements: Andonis Pavlantos, Inacio Lopez, Brandon Jesewitz - along with Carolyn, they taught us about tree health. The people with equipment to help are Anders Carlson, Brody Nell, and Daniel Schlehuber. She will create a handout for residents.

Barbara reminded everyone that Chipper Days begins July 20th and to sign up with Jane.

Campfires are not allowed in short-term rentals. We'll continue to get the word out about that. Campfires are allowed at homes with running water present, as long as we're not in stage 2 restrictions.

Upcoming Community Events:

-May 19 is an Invasive Weed Seminar hosted by Cottonwood Canyons Foundation and the Brighton Institute.

-May 23 is the Beaver Dam Analog cleanup event, coordinated by Lise Brunhart. It is dry, so boots aren't needed, but bring lunch and tools.

-June 3 is the Human Outreach Program by Dean Cardinale. He will tell us about his projects in Nepal, Tanzania, Peru and now Big Cottonwood Canyon. Both resorts have graciously offered free lift tickets for the kids to come up.

-June 18, we will hear the Travel Log to Nepal

CLOSED SESSION

Scotty John stated there's a need for a closed session to discuss the sale or acquisition of real property. The location of this meeting will take place here, in Fire Station 108. Carolyn Keigley

moved to go into closed session, and Lise Brunhart seconded the motion, which passed unanimously.
Carolyn Keigley: Aye
Jeff Bossard: Aye
Lise Brunhart: Aye
Scotty John: Aye
Keith Zuspan: Aye

Keith Zuspan moved to exit the closed session, and Lise Brunhart seconded the motion, which passed unanimously at 8:59 PM.

ADJOURN
Lise Brunhart moved to adjourn the meeting, and Jeff Bossard seconded the motion. The meeting was adjourned unanimously at 8:59 PM.

____
Submitted by Kara John, Town Clerk

BRIGHTON TOWN COUNCIL MEETING MINUTES

Tuesday, May 26th, 2026, at 6:00 pm

ATTENDANCE
Council: Scotty John (Mayor)
Council Members: Keith Zuspan, Lise Brunhart, Jeff Bossard, Carolyn Keigley
Staff: Polly McLean, Nate Rockwood, Heinrich Deters, Kara John
Public: Chad Smith, Barbara Cameron

CALL TO ORDER
Keith Zuspan called the meeting to order at 6:00 PM.

PUBLIC INPUT

1. **Chad Smith** weighed in on the closed session item in case it included acquiring property for trails, community meeting place, or whatever else. He enthusiastically supports those kinds of things, and appreciates the foresight and the difficult choices that might need to be made in a situation where land is becoming increasingly scarce. We've seen cool plans for trail connectivity and community gathering spaces and he thanked the council for their work and thought toward providing good opportunities for our town.

RECORDING: 0:07:42.
Keith Zuspan recommended taking a 10-minute recess to allow Jeff Bossard and Scotty John time to arrive at the fire station in person due to connectivity issues online.

RECORDING: 0:12:33.
Keith Zuspan reconvened the meeting and reopened public comment.

2. **Barbara Cameron** asked if there would be an open session after the closed session. She also wondered if there was a need for the whole council to consider ordering post office boxes.

Keith Zuspan confirmed there would not be any discussion in an open session following the closed session. The meeting will reopen to adjourn the meeting.
Regarding the post boxes, Keith can connect with Barbara offline about those.

BUSINESS
None

CLOSED SESSION
Discuss the purchase, exchange, or lease of real property (Possible closed meeting pursuant to Utah Code Ann. §52-4-205(1)(d))
RECORDING 0:13:24
Lise Brunhart moved to enter a closed session, and Jeff Bossard seconded the motion, which passed unanimously.
Carolyn Keigley: Aye
Lise Brunhart: Aye

Jeff Bossard: Aye
Keith Zuspan: Aye
Scotty John: Aye

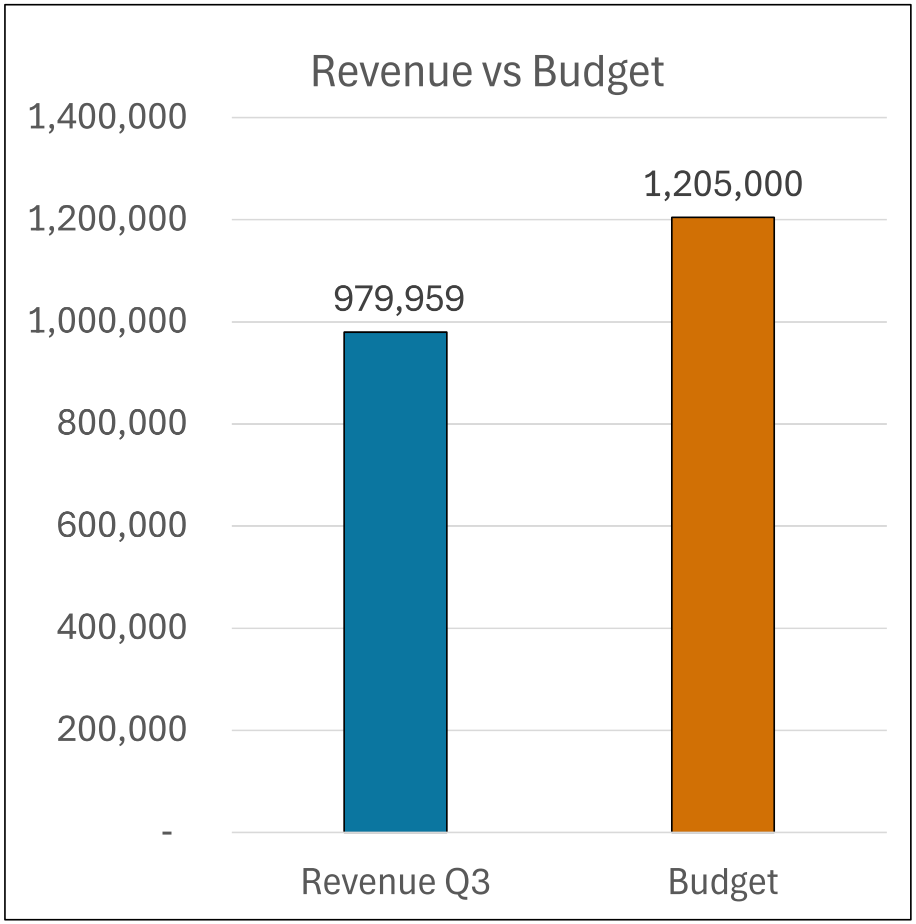
The meeting was closed at 6:15PM and took place in the conference room at fire station 108, and included Keith Zuspan, Jeff Bossard, Lise Brunhart, Carolyn Keigley, Kara John, Polly McLean, Nate Rockwood, Heinrich Deters, and Scotty John, who attended remotely initially until his arrival in person.

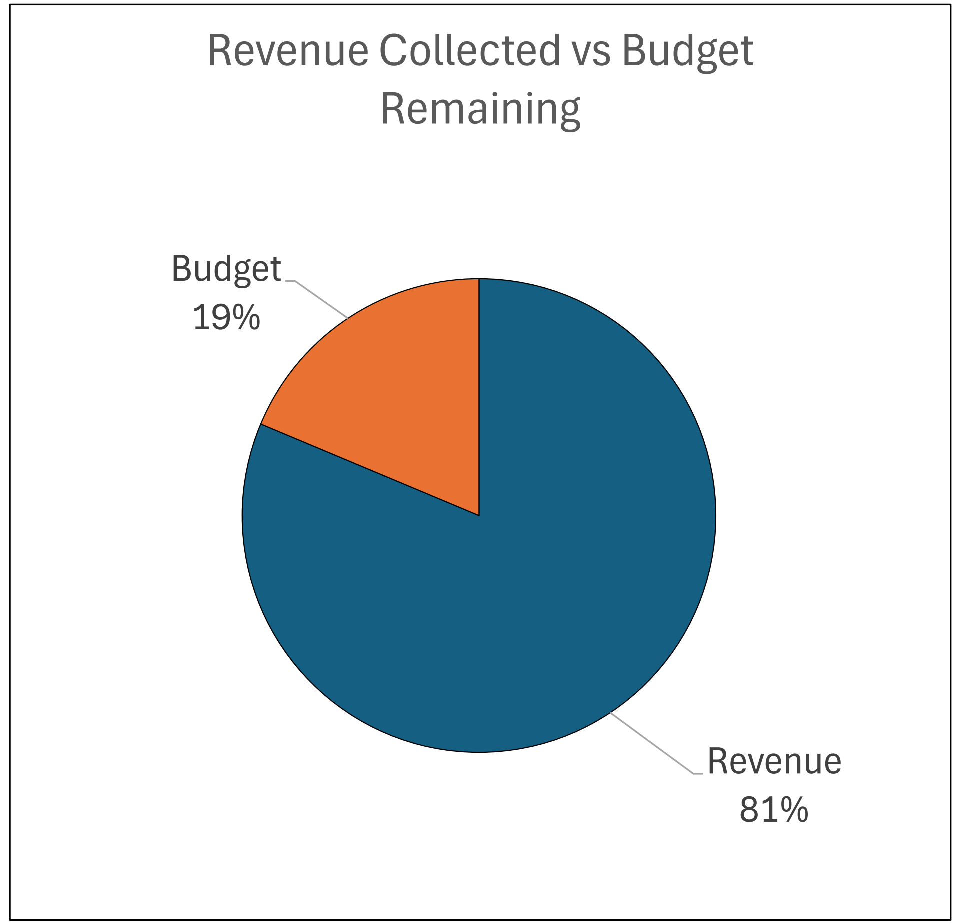
Lise Brunhart moved to exit the closed session, and Carolyn Keigley seconded the motion. The motion passed unanimously at 7:39PM.

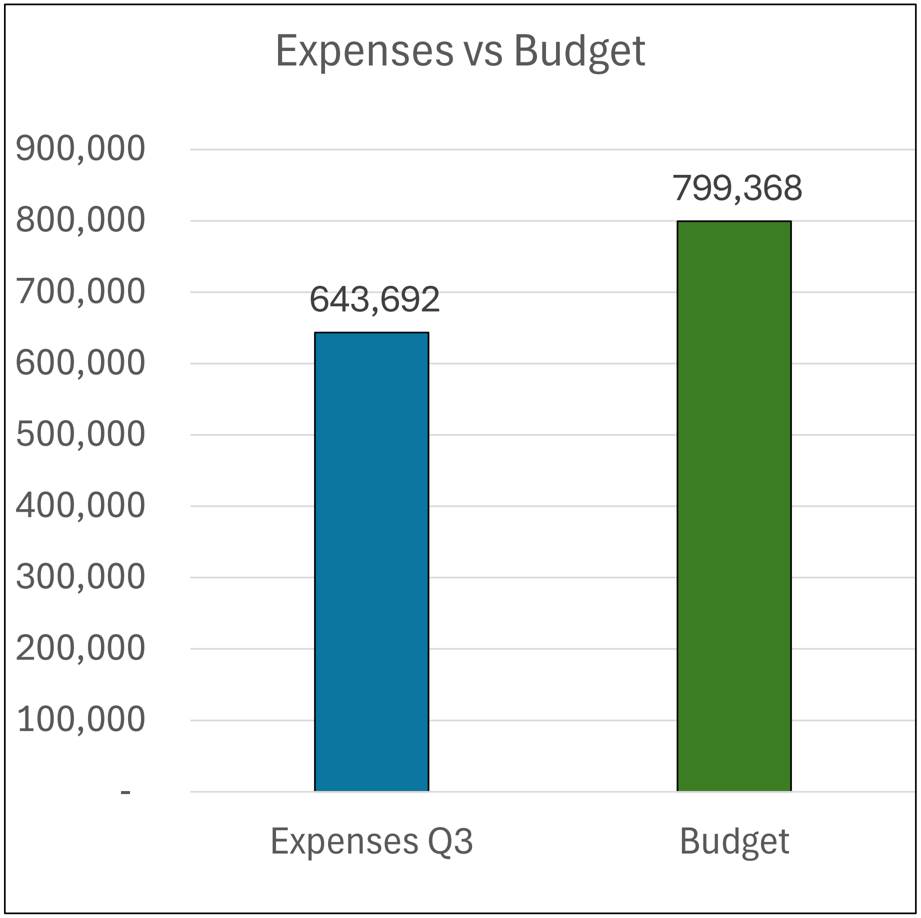
ADJOURN
Keith Zuspan moved to adjourn the meeting and Jeff Bossard seconded the motion. The meeting was adjourned unanimously at 7:39PM.

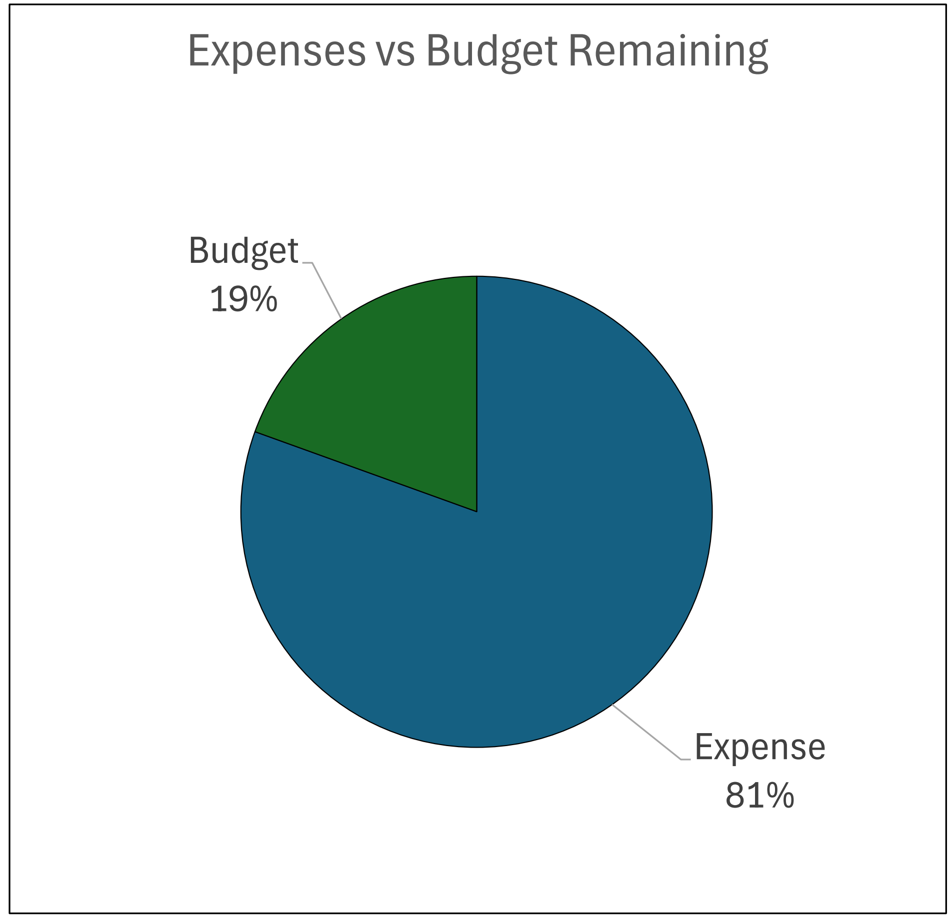
Brighton - Financials
Q3 FY2026 Jan-Mar 2026

Presented June 9, 2026

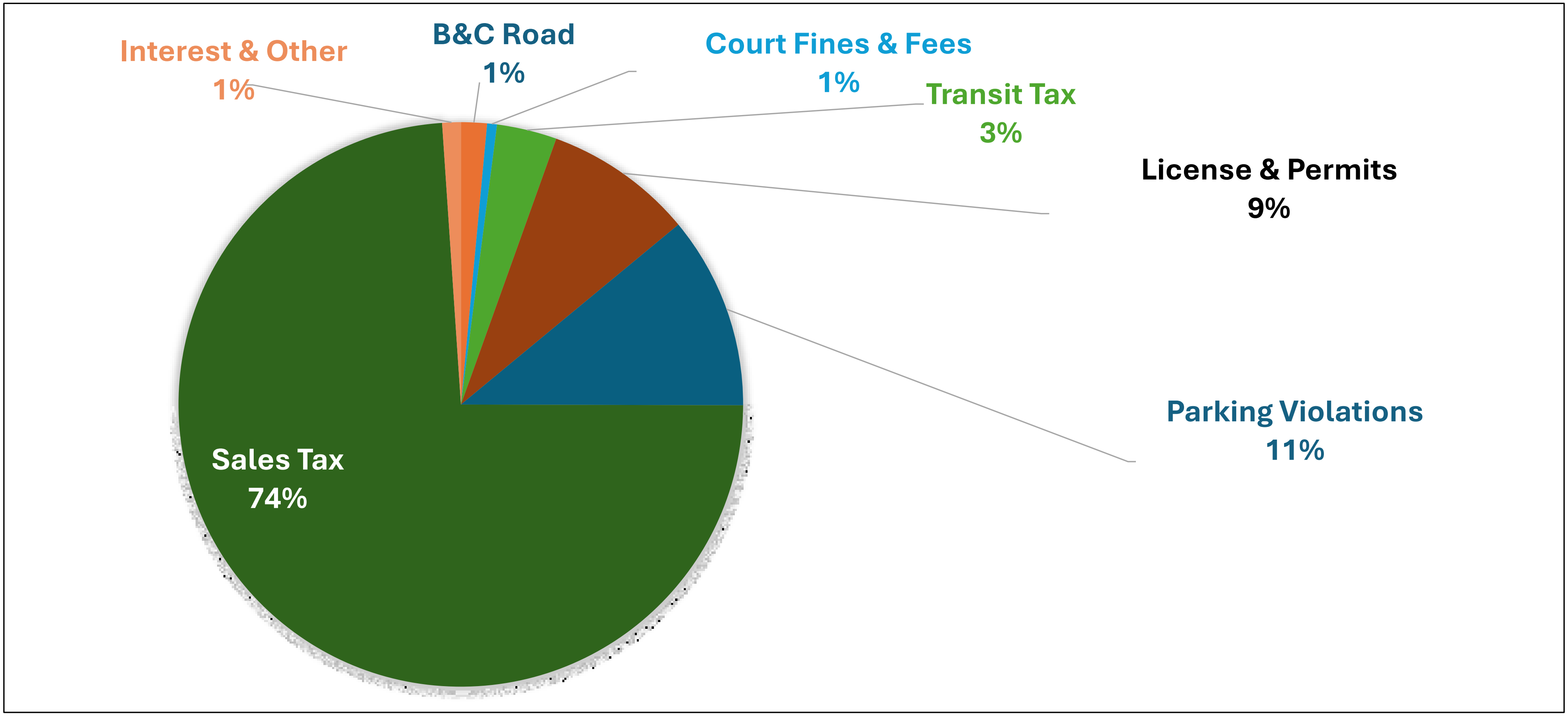

Revenue vs Budget
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
-
979,959
1,205,000
Revenue Q3
Budget


Revenue Collected vs Budget Remaining
Budget
19%
Revenue
81%

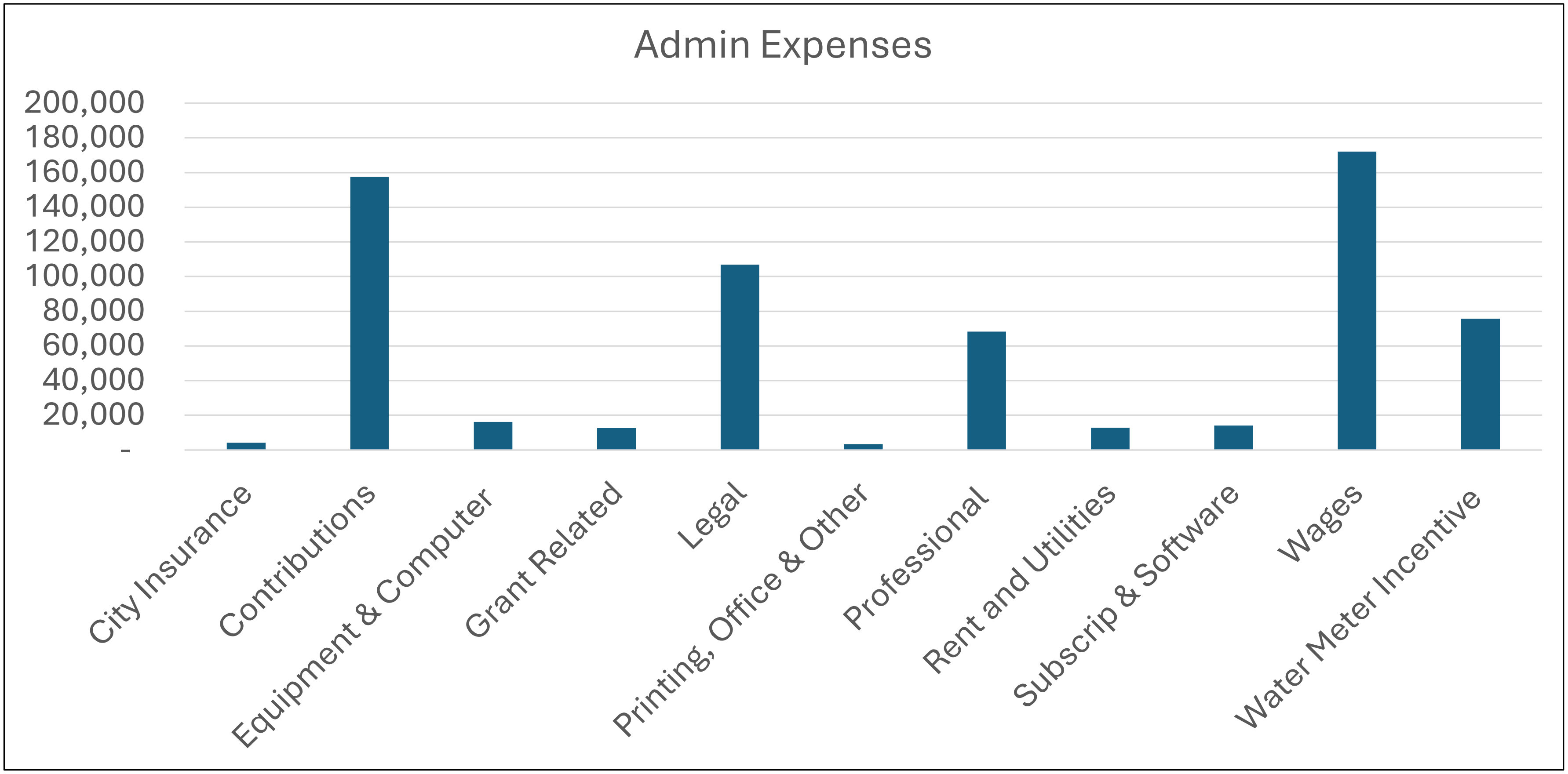

Expenses vs Budget
900,000
800,000
700,000
600,000
500,000
400,000
300,000
200,000
100,000
-
643,692
799,368
Expenses Q3
Budget


Expenses vs Budget Remaining
Budget
19%
Expense
81%

Revenues


Interest & Other
1%
B&C Road
1%
Court Fines & Fees
1%
Transit Tax
3%
License & Permits
9%
Parking Violations
11%
Sales Tax
74%

Expenses


Admin Expenses
200,000
180,000
160,000
140,000
120,000
100,000
80,000
60,000
40,000
20,000
-
City Insurance
Contributions
Equipment & Computer
Grant Related
Legal
Printing, Office & Other
Professional
Rent and Utilities
Subscrip & Software
Wages
Water Meter Incentive

Greater Salt Lake Municipal Services District
Standard Financial Report
20 Town of Brighton - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual
Net Position		
Assets:		
Current Assets		
Cash and cash equivalents		
10100 Cash - Zions Checking	0.00	(87,144.26)
10110 Cash - Xpress Bill Pay	0.00	2,815.00
10200 Cash - PTIF	277,527.36	0.00
10750 Undeposited Receipts	(0.20)	9,359.65
Total Cash and cash equivalents	**277,527.16**	**(74,969.61)**
Receivables		
11530 Accounts Rec. -	1,973.30	153.00
12500 Due from Other Gov.	33,867.99	295,231.62
Total Receivables	**35,841.29**	**295,384.62**
Other current assets		
12600 Prepaid	1,826.80	0.00
Total Other current assets	**1,826.80**	**0.00**
Total Current Assets	**315,195.25**	**220,415.01**
Non-Current Assets		
Restricted assets		
10102 Cash - Zions Bond Escrow	2,640.00	2,640.00
Total Restricted assets	**2,640.00**	**2,640.00**
Total Non-Current Assets	**2,640.00**	**2,640.00**
Total Assets:	**317,835.25**	**223,055.01**
Liabilites and Fund Equity:		
Liabilities:		
Current liabilities		
21000 Accounts Payable	48,913.09	49,894.78
23450 Performance Bonds Payable	2,640.00	2,640.00
24000 Due to Other Funds	35,843.11	0.00
Total Current liabilities	**87,396.20**	**52,534.78**
Payroll liabilties		
22020 Accrued URS Liabilities	0.00	(15.80)
Total Payroll liabilties	**0.00**	**(15.80)**
Total Liabilities:	**87,396.20**	**52,518.98**
Equity - Fund Balance		
29000 Unassigned Net Position (Fund Bal)	230,439.05	170,536.03
Total Equity - Fund Balance	**230,439.05**	**170,536.03**
Total Liabilites and Fund Equity:	**317,835.25**	**223,055.01**
Total Net Position	**0.00**	**0.00**

Greater Salt Lake Municipal Services District

Standard Financial Report
20 Town of Brighton - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Taxes					
Sales Taxes					
3100.300 Sales Tax	709,460.20	658,783.53	850,000.00	191,216.47	77.50%
Total Sales Taxes	**709,460.20**	**658,783.53**	**850,000.00**	**191,216.47**	**77.50%**
SB 136 Sales Tax					
3100.350 SB 136 Sales Tax	71,148.99	65,303.29	85,000.00	19,696.71	76.83%
Total SB 136 Sales Tax	**71,148.99**	**65,303.29**	**85,000.00**	**19,696.71**	**76.83%**
Total Taxes	**780,609.19**	**724,086.82**	**935,000.00**	**210,913.18**	**77.44%**
Intergovernmental revenue					
Road Funds					
3100.560 B&C Road Fund Allotment	22,698.37	14,578.81	20,000.00	5,421.19	72.89%
3100.562 County Public Transit Tax	80.03	33,763.41	0.00	(33,763.41)	0.00%
Total Road Funds	**22,778.40**	**48,342.22**	**20,000.00**	**(28,342.22)**	**241.71%**
Total Intergovernmental revenue	**22,778.40**	**48,342.22**	**20,000.00**	**(28,342.22)**	**241.71%**
Licenses and permits					
Business licenses					
3100.130 Business Licenses	44,948.50	29,017.00	40,000.00	10,983.00	72.54%
Total Business licenses	**44,948.50**	**29,017.00**	**40,000.00**	**10,983.00**	**72.54%**
Building permits					
3100.260 Building Permit	121,094.05	45,213.24	100,000.00	54,786.76	45.21%
Total Building permits	**121,094.05**	**45,213.24**	**100,000.00**	**54,786.76**	**45.21%**
Total Licenses and permits	**166,042.55**	**74,230.24**	**140,000.00**	**65,769.76**	**53.02%**
Charges for services					
Charges other					
3100.420 Engineering Services	1,300.00	425.00	0.00	(425.00)	0.00%
3100.450 Planning Services	13,921.67	8,710.00	50,000.00	41,290.00	17.42%
Total Charges other	**15,221.67**	**9,135.00**	**50,000.00**	**40,865.00**	**18.27%**
Total Charges for services	**15,221.67**	**9,135.00**	**50,000.00**	**40,865.00**	**18.27%**
Fines and forfeitures					
Justice court fines/forfeitures					
3100.500 Justice Court Fines/Forfeitures	3,144.17	5,497.36	4,000.00	(1,497.36)	137.43%
Total Justice court fines/forfeitures	**3,144.17**	**5,497.36**	**4,000.00**	**(1,497.36)**	**137.43%**
Total Fines and forfeitures	**3,144.17**	**5,497.36**	**4,000.00**	**(1,497.36)**	**137.43%**
Miscellaneous revenue					
Interest					
3600.100 Interest Earnings	14,402.41	9,836.93	6,000.00	(3,836.93)	163.95%
Total Interest	**14,402.41**	**9,836.93**	**6,000.00**	**(3,836.93)**	**163.95%**
Miscellaneous other					
3600.900 Other Revenue	0.00	517.63	0.00	(517.63)	0.00%
3600.910 Other Revenue - Parking Violations	47,962.50	108,313.00	50,000.00	(58,313.00)	216.63%
Total Miscellaneous other	**47,962.50**	**108,830.63**	**50,000.00**	**(58,830.63)**	**217.66%**
Total Miscellaneous revenue	**62,364.91**	**118,667.56**	**56,000.00**	**(62,667.56)**	**211.91%**
Contributions and transfers					
3800.100 Contribution from GF	472,024.00	551,209.00	551,209.00	0.00	100.00%
3800.900 Contribution from Fund Surplus	0.00	0.00	248,159.00	248,159.00	0.00%
Total Contributions and transfers	**472,024.00**	**551,209.00**	**799,368.00**	**248,159.00**	**68.96%**
Total Revenue:	**1,522,184.89**	**1,531,168.20**	**2,004,368.00**	**473,199.80**	**76.39%**
Expenditures:					
Administration					
4100.100 Wages	139,510.52	141,519.17	169,200.00	27,680.83	83.64%
4100.13 Employee Benefits	0.00	0.00	28,000.00	28,000.00	0.00%
4100.150 Social Security Tax	8,649.64	8,774.20	8,000.00	(774.20)	109.68%
4100.160 Medicare	2,022.90	2,052.04	2,000.00	(52.04)	102.60%
4100.18 Medical Insurance	30,202.76	16,699.86	0.00	(16,699.86)	0.00%
4100.181 Retirement Contribution	0.00	55.30	0.00	(55.30)	0.00%
4100.190 FUTA	0.00	709.44	0.00	(709.44)	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
20 Town of Brighton - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

	2025 Year-End Actual	2026 YTD Actual	2026 Budget	Unearned/ Unused Budget	% Earned/ Used
4100.2 Awards, Promotional & Meals	17.96	439.95	500.00	60.05	87.99%
4100.21 Subscriptions/Memberships	7,358.58	8,356.57	43,000.00	34,643.43	19.43%
4100.22 Printing/Publications/Advertising	344.52	638.51	3,000.00	2,361.49	21.28%
4100.23 Travel/Mileage	1,912.01	3,206.55	1,200.00	(2,006.55)	267.21%
4100.24 Office Expense and Supplies	421.11	94.33	2,000.00	1,905.67	4.72%
4100.255 Computer Equipment	0.00	0.00	3,000.00	3,000.00	0.00%
4100.28 Cell phone and Telephone	1,912.23	1,143.14	1,300.00	156.86	87.93%
4100.30 Attorney-Land Use	6,237.00	0.00	0.00	0.00	0.00%
4100.31 Attorney-Civil	92,326.00	76,803.50	67,000.00	(9,803.50)	114.63%
4100.312 Lobbyist Services	0.00	30,000.00	0.00	(30,000.00)	0.00%
4100.33 Training and Seminars	949.39	992.60	2,000.00	1,007.40	49.63%
4100.35 Budget and Auditing	0.00	5,750.00	5,000.00	(750.00)	115.00%
4100.36 Web Page Development/Maintenance	3,792.03	0.00	5,800.00	5,800.00	0.00%
4100.37 Software/Streaming	4,575.17	5,642.19	2,500.00	(3,142.19)	225.69%
4100.38 Internet Connections	1,896.36	1,481.33	2,000.00	518.67	74.07%
4100.390 Payroll Processing Fees	1,113.70	1,321.40	2,000.00	678.60	66.07%
4100.420 Contributions/Special Events	35,500.00	157,457.59	67,000.00	(90,457.59)	235.01%
4100.430 City Elections and Voting	200.00	400.78	0.00	(400.78)	0.00%
4100.51 Insurance	4,517.24	4,098.30	5,500.00	1,401.70	74.51%
4100.520 Workers Comp Insurance	77.44	979.30	3,500.00	2,520.70	27.98%
4100.59 Postage	307.30	346.61	200.00	(146.61)	173.31%
4100.600 Professional and Technical	68,524.00	52,223.00	50,000.00	(2,223.00)	104.45%
4100.601 Contracted Services	26,960.00	5,000.00	110,000.00	105,000.00	4.55%
4100.625 UFA Emergency Management	0.00	0.00	30,000.00	30,000.00	0.00%
4100.627 UFA fuel Reduction/Urban Interface Fire Pr	19,875.54	0.00	30,000.00	30,000.00	0.00%
4100.635 Election Support Services	0.00	0.00	3,318.00	3,318.00	0.00%
4100.641 Grant - Lease to locals	18,025.00	12,650.00	54,000.00	41,350.00	23.43%
4100.65 Recorder Services	0.00	0.00	3,850.00	3,850.00	0.00%
4100.74 Equipment, Computer Purchases	0.00	16,232.10	3,000.00	(13,232.10)	541.07%
4100.871 Utilities	778.11	736.37	0.00	(736.37)	0.00%
4100.872 Water Meter Incentive Program	0.00	75,800.00	80,000.00	4,200.00	94.75%
4100.97 Rent	11,735.82	12,087.89	11,500.00	(587.89)	105.11%
Total Administration	**489,742.33**	**643,692.02**	**799,368.00**	**155,675.98**	**80.53%**
Transfers					
4100.928 Contribution to General Fund	1,050,162.71	947,379.20	1,205,000.00	257,620.80	78.62%
Total Transfers	**1,050,162.71**	**947,379.20**	**1,205,000.00**	**257,620.80**	**78.62%**
Total Expenditures:	**1,539,905.04**	**1,591,071.22**	**2,004,368.00**	**413,296.78**	**79.38%**
Total Change In Net Position	**(17,720.15)**	**(59,903.02)**	**0.00**	**59,903.02**	**0.00%**

Greater Salt Lake Municipal Services District

Standard Financial Report
22 Brighton Beer Tax Special Fund - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

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

Greater Salt Lake Municipal Services District
Standard Financial Report
22 Brighton Beer Tax Special Fund - 07/01/2025 to 03/31/2026
75.00% of the fiscal year has expired

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

COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into this ____ day of ______________ 2025 (the “Effective Date”), by and between the Utah Division of Forestry, Fire and State Lands (“FFSL”) and ____________________Town of Brighton___________________________ (the “Participating Entity”). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a Party or, collectively, as the Parties.

RECITALS

A. Pursuant to Utah Code § 65A-8-203, this Cooperative Agreement is required for a county, municipality, or certain other eligible entity and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-122-200, R652-121-400, and R652-121-600.
D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.

AGREEMENT

I. Definitions

For the purposes of this Agreement:

1. “Annual Participation Commitment Report” means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
2. “Annual Participation Commitment Statement” means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.

3. "Catastrophic Wildfire" means fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.
4. "Cooperative Agreement" means the same as the term is defined in Utah Admin. Code R652-1-200.
5. "Delegation of Fire Management Authority" means the acceptance by FFSL of responsibility for:
    i. Managing a wildfire; and
    ii. The cost of fire suppression, as described in Utah Code § 65A-8-203.
6. "Direct Expenditure" means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. "Direct Payment" means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as per Utah Code § 65A-8-203.4.
8. "Eligible Entity" means the same as the term is defined in Utah Code § 65A-8-203.
9. "Extended Attack" means actions taken in response to wildland fire after Initial Attack.
10. "Firefighter" means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
11. "Initial Attack" means actions taken by the first resources to arrive at any wildland fire incident, including, without limitation, size-up, patrolling, monitoring, holding action, or aggressive suppression action.
12. "In-Kind Activity" means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, https://www.independentsector.org/.
13. "Minimum Billing Threshold" means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
14. "Participation Commitment" means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code §§ 65A-8-202 and 65A-8-202.5.
15. "Participating Entity" means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

1. The term of this Agreement shall be five (5) years from the Effective Date.

III. Participation Commitment.

1. Annual Statement.
    a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year under the term of this Agreement.
    b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions they intend to take that address the wildfire threat. The Participating Entity shall send the completed annual plan to FFSL for review and approval within sixty (60) days of receipt of an Annual Participation Commitment Statement.
    c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
    d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, FFSL shall terminate this Agreement at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.
2. Fulfillment.
    a. The Participating Entity shall fulfill its Participation Commitment, determined by FFSL, pursuant to Utah Admin. Code R652-122-800 and R652-122-200(5)(c).
    b. The Participating Entity shall fulfill its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three.
3. Consultation.
    a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.
4. Accounting.
    a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").

b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
d. At FFSL's discretion, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
e. The Participating Entity must receive written approval from FFSL before pursuing carry-over for a specific action under Section III(4)(c) of this Agreement.
f. Amounts reported annually in excess of Participation Commitment shall not carry-over without written approval under this Section III(4).

5. Reporting.
    a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
    b. The Participating Entity shall provide an annual accounting of its actions and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
    c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4)(c) of this Agreement in UWRAP.
    d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
    e. FFSL may deny records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.
6. Calculation.
    a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Admin. Code R652-122-300, R652-122-400, and R652-122-500.
    b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
    c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's jurisdictional boundary. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdictional boundary. The Fire Cost Average may include State-

paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdictional boundary.

d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.

7. Appeals.
    a. Where permitted by Utah Admin. Code R652-122, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting a written appeal that states the reasons for the disagreement to the State Forester within ninety (90) days of the occurrence of the reason for disagreement.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. FFSL shall determine effective wildfire IA pursuant to the definition of IA under this Agreement and Utah Code 65A-8-202, defining IA as what is reasonable for the Participating Entity.
4. The Participating Entity shall have financial responsibility for all IA costs within their jurisdictional boundary, other than the cost of aviation assets.
5. FFSL shall have financial responsibility for all IA aviation asset costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for the wildfire at issue shall occur simultaneously with one of the following events:
    a. The involvement of state-owned or federally-owned lands in the wildfire;
    b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
    c. The request, by the local fire official on scene, of the Participating Entity with jurisdiction; or
    d. The decision of the State Forester, after consultation with local authorities.
2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.

3. The occurrence of aviation assets on pre-planned dispatch, as established by the State, shall not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report ("CTR") or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity's jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity's jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season," as defined in Utah Code § 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity's jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Admin. Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting

in a negligent, reckless, or intentional manner, the Participating Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular fire ("Cost Recovery Action"), except for when Delegation of Fire Management Authority has occurred. FFSL shall assist the Participating Entity in a Cost Recovery Action under this Section IX(1).

2. Costs recovered by the Participating Entity beyond the costs, including legal fees in pursuing the Cost Recovery Action, incurred by the Participating Entity itself shall be distributed amongst all other entities with incurred suppression costs.
3. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.
4. If the Participating Entity does not intend to initiate a Cost Recovery Action under Section IX(1), the Participating Entity shall immediately notify FFSL.
5. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity's compliance with the terms of this Agreement.
2. If the Participating Entity is found to be in noncompliance, FFSL shall place the Participating Entity on "Probation Status" and provide the Participating Entity with a "Probation Notice" including:
    a. Notice of the Probation Status;
    b. The reason for the Probation Status;
    c. The action(s) the Participating Entity must take to remedy the Probation Status; and
    d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity's failure to fulfill its Participation Commitment for the previous calendar year:
    a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
    b. FFSL shall credit the Participating Entity's Participation Commitment expenditures and actions toward the Participating Entity's outstanding obligation before it may credit the expenditures and actions toward the current obligation;
    c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the Probation Notice time frame if the underlying noncompliance is not timely remedied; and

    d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
    a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame.
    b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
    c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
5. For the duration of the Probation Status, this Agreement remains valid.
6. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity more than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
    a. Providing written notice to FFSL of its intent to revoke this Agreement; or
    b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121-600 and the Participating Entity pays FFSL all outstanding wildfire suppression costs in full.
6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildfire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.

7. A revocation of this Agreement by FFSL may be informally appealed to the State Forester within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no limit to the number of terms this Agreement may renew for.
3. The terms of this Agreement may be amended at any time by the written agreement of both Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Admin. Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. **Community Wildfire Preparedness Plan.**

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan ("CWPP") or, subject to FFSL's approval, equivalent wildland fire preparedness plan. The Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan within five (5) years of the Effective Date of this Agreement.
2. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP.

XIV. Wildland Urban Interface.

1. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property, including those requirements agreed to by the Parties in the Wildland Urban Interface Agreement. *See* Exhibit B.

XV. Miscellaneous.

1. This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and save

harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code § 65A-8-216 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.
5. The Participating Entity may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of FFSL.
6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
8. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

9. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

FFSL Area Manager Signature	Name	Date
State Forester/Division Director Signature	Name	Date

PARTICIPATING ENTITY

Chief Executive Signature	Name	Date

APPROVED AS TO FORM

UTAH ATTORNEY GENERAL'S OFFICE

Connor Arrington (Sep 4, 2025 09:42:23 MDT)	Connor Arrington	09/04/2025
Assistant Attorney General Signature	Name	Date